

SOURCE	01011		
W. 1990	11	04	01
EFF. DATE	93	03	31
TERM			
No. OF EMPLOYEES	500		
NOMBRE D'EMPLOYES	500		

Full-time

COLLECTIVE AGREEMENT

BETWEEN:

HAMILTON CIVIC HOSPITALS  
(hereinafter referred to as "the Hospital")

- and -

ONTARIO NURSES' ASSOCIATION  
(hereinafter referred to as "the Association")

EXPIRY: 31 March, 1993

0558705

APPENDIX 3

SALARY SCHEDULE - FULL TIME

The regular straight time monthly/hourly salary rates shall be as follows:

Non-Registered Nurse

	<u>April 1, 1991</u>		<u>Oct. 1, 1991</u>		<u>April 1, 1992</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start						
STEP 1	2649.45	16.30	2649.45	16.30	2649.45	16.30
After 1 year						
STEP 2	2792.22	17.18	2792.22	17.18	2792.22	17.18
After 2 years						
STEP 3	2856.96	17.58	2856.96	17.58	2913.61	17.92
After 3 years						
STEP 4	2994.99	18.43	2994.99	18.43	3075.95	18.92
After 4 years						
STEP 5	3117.74	19.18	3158.24	19.43	3239.21	19.93
After 5 years						
STEP 6	3242.90	19.95	3283.44	20.20	3405.06	20.95
After 6 years						
STEP 7	3365.78	20.71	3406.33	20.96	3609.08	22.20
After 7 years						
STEP 8	3489.83	21.47	3570.99	21.97	3814.46	23.47
After 8 years						
STEP 9	3611.61	22.22	3733.36	22.97	4017.42	24.72
After 9 years						
STEP 10	3732.37	22.96	3894.64	23.96	4219.18	25.96

Registered Nurse

Start						
STEP 1	2732.17	16.81	2732.17	16.81	2732.17	16.81
After 1 year						
STEP 2	2877.67	17.71	2877.67	17.71	2877.67	17.71
After 2 years						
STEP 3	2941.67	18.10	2941.67	18.10	3000.00	18.46
After 3 years						
STEP 4	3083.33	18.97	3083.33	18.97	3166.67	19.49
After 4 years						
STEP 5	3208.33	19.74	3250.00	20.00	3333.33	20.51
After 5 years						
STEP 6	3333.33	20.51	3375.13	20.77	3500.25	21.54
After 6 years						
STEP 7	3458.33	21.28	3500.25	21.54	3708.33	22.82
After 7 years						
STEP 8	3583.33	22.05	3666.00	22.56	3916.67	24.10
After 8 years						
STEP 9	3708.33	22.82	3833.38	23.38	4125.25	25.38
After 9 years						
STEP 10	3833.33	23.59	4000.75	24.62	4333.33	26.67

Assistant Head Nurse

	<u>April 1, 1991</u>		<u>Oct. 1, 1991</u>		<u>April 1, 1992</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start						
STEP 1	2858.08	17.59	2858.08	17.59	2858.08	17.59
After 1 year						
STEP 2	3011.17	18.53	3011.17	18.53	3011.17	18.53
After 2 years						
STEP 3	3075.38	18.92	3075.38	18.92	3136.36	19.30
After 3 years						
STEP 4	3218.43	19.80	3218.43	19.80	3305.41	20.34
After 4 years						
STEP 5	3349.00	20.60	3392.50	20.87	3479.48	21.41
After 5 years						
STEP 6	3474.04	21.37	3517.46	21.64	3647.74	22.45
After 6 years						
STEP 7	3600.48	22.15	3644.18	22.43	3861.10	23.76
After 7 years						
STEP 8	3727.78	22.94	3814.48	23.47	4074.56	25.07
After 8 years						
STEP 9	3857.86	23.74	3987.90	24.54	4291.32	26.40
After 9 years						
STEP 10	3986.87	24.53	4160.21	25.60	4506.89	27.74

Senior Staff Nurse  
Clinical Instructor

Start						
STEP 1	3022.86	18.60	3022.86	18.60	3022.86	18.60
After 1 year						
STEP 2	3180.37	19.57	3180.37	19.57	3180.37	19.57
After 2 years						
STEP 3	3244.30	19.96	3244.30	19.96	3308.63	20.36
After 3 years						
STEP 4	3391.33	20.86	3391.33	20.86	3482.98	21.43
After 4 years						
STEP 5	3525.18	21.69	3570.95	21.97	3662.52	22.53
After 5 years						
STEP 6	3652.76	22.47	3698.42	22.75	3835.39	23.60
After 6 years						
STEP 7	3781.70	23.27	3827.27	23.55	4055.07	24.95
After 7 years						
STEP 8	3911.65	24.07	4002.62	24.63	4275.52	26.31
After 8 years						
STEP 9	4048.12	24.91	4184.57	25.75	4502.96	27.71
After 9 years						
STEP 10	4183.50	25.74	4365.38	26.86	4729.16	29.10

Nurse Clinician  
Co-ordinator

	<u>April 1, 1991</u>		<u>Oct. 1, 1991</u>		<u>April 1, 1992</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
Start						
STEP 1	3202.32	19.70	3202.32	19.70	3202.32	19.70
After 1 year						
STEP 2	3365.10	20.70	3365.10	20.70	3365.10	20.70
After 2 years						
STEP 3	3428.51	21.09	3428.51	21.09	3496.50	21.51
After 3 years						
STEP 4	3579.68	22.02	3579.68	22.02	3676.43	22.62
After 4 years						
STEP 5	3716.77	22.87	3764.61	23.16	3861.13	23.76
After 5 years						
STEP 6	3847.19	23.67	3895.27	23.97	4039.54	24.85
After 6 years						
STEP 7	3978.47	24.48	4026.41	24.77	4266.08	26.25
After 7 years						
STEP 8	4110.88	25.29	4206.48	25.88	4493.29	27.65
After 8 years						
STEP 9	4254.32	26.18	4397.72	27.06	4732.33	29.12
After 9 years						
STEP 10	4396.58	27.05	4587.73	28.23	4970.05	30.58

Assistant Nurse Manager

Start						
STEP 1	2894.13	17.81	2894.13	17.81	2894.13	17.81
After 1 year						
STEP 2	3040.38	18.71	3040.38	18.71	3040.38	18.71
After 2 years						
STEP 3	3105.28	19.10	3105.28	19.10	3166.85	19.48
After 3 years						
STEP 4	3251.72	20.01	3251.72	20.01	3339.60	20.55
After 4 years						
STEP 5	3379.35	20.79	3423.24	21.06	3511.02	21.60
After 5 years						
STEP 6	3507.58	21.58	3551.42	21.85	3682.95	22.66
After 6 years						
STEP 7	3635.22	22.37	3679.02	22.64	3898.00	23.98
After 7 years						
STEP 8	3762.41	23.15	3849.92	23.69	4112.42	25.30
After 8 years						
STEP 9	3890.92	23.94	4022.07	24.75	4328.09	26.63
After 9 years						
STEP 10	4019.24	24.73	4194.00	25.80	4543.50	27.96

(Full-Time)

APPENDIX 4

SUPERIOR CONDITIONS

clause # Central Portion of Collective Agreement (Full-Time)		Applicable clause from existing Collective Agreement
2.02	2.3	A Graduate Nurse is defined as a nurse with registration incomplete who is a graduate of a programme acceptable to the College of Nurses of Ontario and is either in the process of being registered by the College of Nurses of Ontario or is completing registration requirements. This registration to be completed within twenty-four (24) months of employment. This applies to all employees hired between January 1st, 1973 and October 22nd, 1981 within the scope of this Agreement. Failure to register within the time may result in dismissal, without recourse to the grievance procedure.
5 (Note)	4.14	To provide the Association with the names and classification of nurses within one month of:  (a) date of their employment,  (b) transfer from Management to the Collective Agreement Unit and vice versa.  (c) termination of employment.
12.02		<u>Schedule "D" - Sick Leave Gratuity</u>  In accordance with Article 12 of the central portion of the collective agreement, nurses employed prior to October 23, 1981 will be eligible for sick leave "cash-out" on the following basis:
12.03 (b)	11.	(1) A nurse with not less than five (5) years' seniority, shall on termination of employment for reasons other than discharge for just cause, receive fifty percent (50%) of his unused sick leave credit accumulated at his current rate of pay to a maximum of 180 days pay.

- (2) Upon retirement pursuant to any of the Board's Plan, a nurse who has had unbroken service with the Board, or with the Board and the City Corporation prior to the general management, operation and maintenance of the Hamilton Civic Hospitals being transferred to the Board, for a period commencing prior to the first day of January, 1950, is entitled to a gratuity in an amount equal to his wages or salary for the whole number of days of sick leave allowance standing to his credit, to a maximum of twenty- six (26) weeks at the rate received by him at date of retirement, or he may elect to receive the benefit as outlined in 11. (1) above in lieu thereof.

12. Clause 11 will apply:

- (a) if, after a lay-off he fails to return to work within five (5) working days after notice is given to return.
- (b) upon expiration of a period of twelve (12) months of lay-off, or
- (c) upon the expiration of a period of leave of absence if he does not return to work immediately on expiration of the leave of absence.

13. When a nurse dies while still an employee of the Board, his personal representative is entitled to receive payment of a gratuity calculated as above to date of death or to date of retirement.

16.01 (f) 16. All nurses who were employed prior to October 23, 1981 and who are Clinical Instructors and above who:

.521 Have less than twelve (12) months; 1.66 days calculated to the next half day for each full calendar month beginning with the first day of the month; or

.522 Have completed twelve (12) months and thereafter four (4) weeks which shall not exceed twenty (20) days pay.

18.05 24.2 Immunization - A nurse, upon request, may receive injections for the prevention of poliomyelitis, tetanus, flu, smallpox or when

a nurse is exposed to communicative or infectious diseases for which there are available protective medications, such medications shall be administered free of cost to the nurse.

24.3 A nurse who contracts staphylococcus infection shall receive full treatment and medications at the expense of the Hospitals.

19.09

Educational Bonus

The below mentioned bonuses are for *nurses* utilizing the additional preparation in the position held:

(a) For all nurses from Canadian recognized education programmes.

Asst. Head Nurse Nurse & <u>Registered Nurse</u>	. Above Asst. Head Nurse
CHA Nursing Adm. or 6 months	Post Graduate Course
\$15.00 per month	\$15.00 per month
1 Year University	
\$15.00 per month	\$40.00 per month
Baccalaureate Degree	
\$15.00 per month	\$80.00 per month
Master's Degree . .	\$120.00 per month

(b) Nurses with non-Canadian qualifications to be evaluated on an individual basis within ninety (90) days - retroactivity

APPENDIX 5

LOCAL PROVISIONS

(FULL-TIME)

	<u>PAGE</u>
ARTICLE A - SCOPE . . . . .	1
ARTICLE B - INTERPRETATION . . . . .	1
ARTICLE C - MANAGEMENT RIGHTS . . . . .	1
ARTICLE D - REPRESENTATION AND COMMITTEES . . . . .	2
ARTICLE E - LEAVE OF ABSENCE - ASSOCIATION BUSINESS . . . . .	3
ARTICLE F - VACATIONS . . . . .	3
ARTICLE G - PAID HOLIDAYS . . . . .	4
ARTICLE H - HOURS OF WORK - SCHEDULING . . . . .	5
ARTICLE I - TERMINATION OF EMPLOYMENT . . . . .	8
ARTICLE J - MISCELLANEOUS . . . . .	8
ARTICLE K - VALIDITY . . . . .	9
ARTICLE L - EXTENDED TOURS . . . . .	9
ARTICLE M - JOB SHARING . . . . .	11
LETTERS OF AGREEMENT	
RE: SCHEDULING COMMITTEE , . . . . .	13
RE: JOB POSTINGS . . . . .	14
RE: SHIFT REQUESTS . . . . .	15



(FULL-TIME)

APPENDIX 5

LOCAL PROVISIONS

ARTICLE A - SCOPE

- A-1 The Hospital recognizes the Association as the bargaining agent for all regular Full-Time nurses, as defined in Article 2.03, engaged in the classifications set forth in Appendix 3.

ARTICLE B - INTERPRETATION

- B-1 "Nurse" - Wherever this term is used in this Agreement it shall mean Registered and/or Graduate Nurse coming within the scope of this Agreement as defined in Article A-1 hereof and engaged in one of the classifications set forth in Appendix 3 hereof.
- B-2 "Tour Schedule" is a written statement setting forth the days and hours upon which nurses are normally required to work and the days upon which nurses are normally scheduled to be off work.
- B-3 "Tour" means consecutive working hours for a nurse.
- B-4 For purposes of Article 14.10 of the Collective Agreement, the evening shift will be defined as hours worked between 15:00 hours and 23:00 hours. The night shift will be defined as hours worked between 23:00 hours and 07:00 hours.
- B-5 For purposes of Article 14.15 of the Collective Agreement, the weekend premium will be paid for each hour worked between 23:00 hours Friday and 23:00 Sunday.
- B-6 A weekend is defined as a minimum of fifty-six (56) consecutive hours scheduled off work beginning no later than 24:00 hours Friday and ending no earlier than 23:00 hours Sunday.

ARTICLE C - MANAGEMENT RIGHTS

- C-1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of Management are retained by the Management and remain exclusively and without limitation within the rights of Management.

- C-2 Without limiting the generality of the foregoing, Management's rights include:
- (a) The right to maintain order, discipline and efficiency, and in connection therewith to make, alter and enforce from time to time, reasonable rules and regulations, policies and practices, to be observed by its employees, and the right to discipline or dismiss employees for just cause.
  - (b) The direction of the working forces; the right to plan, direct and control the operation of the Hospitals: the right to introduce new and improved methods, facilities and equipment; the right to determine: the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment.
  - (c) The right to select, hire, discipline, dismiss, transfer, assign to shift, promote, demote, classify, lay-off, recall, suspend employees and select employees for positions not covered by this Agreement.
  - (d) The sole and exclusive jurisdiction over all operations, buildings, machinery and equipment vested in these Hospitals.
- C-3 The exercise of any of these rights will not be inconsistent with the provisions of this Agreement.
- C-4 The Hospitals will inform the Association and the staff affected, as far in advance as possible, of any Ward closures in excess of two (2) weeks and the expected length of such closure.

ARTICLE D - REPRESENTATION & COMMITTEES

- D-1 With reference to Article 6.01 (a), there shall be one (1) Nurse Representative for each twenty (20) nurses.
- D-2 With reference to Article 6.01 (b), the Grievance Committee shall consist of up to five (5) nurses. The total number of nurses on the Grievance Committee, including both Full-Time and Part-Time, shall not exceed six (6).

D-3 With reference to Article 6.01 (b), the Joint Grievance Committee shall consist of:

The Grievance Committee,  
The Vice President of Human Resources and/or delegate,  
Three other Representatives of Management,  
and, at Step 3 The President and Chief Executive Officer  
and/or delegate.

D-4 With reference to Article 6.02, the Hospital-Association Committee shall consist of up to five (5) nurses' representatives. The total number of nurses' representatives on the Committee, including both Full-Time and Part-Time, shall not exceed six (6). The number of Hospital representatives on the Committee shall not exceed the number of Association representatives.

D-5 With reference to Article 6.03, the Negotiating Committee shall consist of up to five (5) nurses. The total number of nurses on the Negotiating Committee, including both Full-Time and Part-Time shall not exceed six (6).

D-6 The interview of newly hired nurses provided for in Article 5.06 shall take place within the Orientation Program.

#### ARTICLE E - LEAVE OF ABSENCE - ASSOCIATION BUSINESS

E-1 With reference to Article 11.02, the number of nurses nominated shall not exceed one (1) from any one department and a total of five (5) nurses at any one time and up to a total of one hundred and seventy (170) working days in each calendar year. The Association will endeavour to submit requests for leave of absence under this clause at least two (2) weeks in advance. Failure to do so may result in such request not being granted, except in cases with respect to Industrial Relations matters where the time limits are beyond the control of ONA.

#### ARTICLE F - VACATIONS

F-1 Vacation quotas on any unit/area shall not be unduly restrictive. Disputes in the scheduling of vacation which cannot be resolved between all of the parties will be decided on the basis of seniority.

F-2 Nurses will state their vacation preferences in writing by March 1st of each year. Vacations will be allotted on a fair basis and resulting vacation schedule will be

posted by April 1st of each year. Nurses wishing to reschedule vacations posted for the period November 1 of the current year to March 31 of the following year may request such change, in writing, by October 1st. The resulting revised vacation schedule will be posted by November 1st.

F-3 Nurses wishing to exchange vacation periods after they have been posted, shall make such request in writing to their supervisor.

F-4 Vacations earned during the period May 1st of the preceding year to April 30th of the current year shall be taken during the period of April 1st of the current calendar year to March 31st of the following calendar year.

F-5 Any nurse going on vacation shall, on request, be paid her vacation pay prior to the commencement of her vacation, subject to the following:

The nurse must complete the vacation pay advance form and submit it to her supervisor three (3) weeks prior to the pay day for which the advance is required. The nurse must have sufficient hours of vacation entitlement to cover the advance requested.

The advance may be for an estimated five (5) days, or multiples of five (5), depending upon the nurse's request and number of days on vacation. The number of days of vacation must be equal to or greater than the number of days' advance requested. The advance will be made available on the pay day immediately preceding the period of the advance.

#### ARTICLE G - PAID HOLIDAYS

G-1 The twelve (12) paid holidays referred to in Article 15.01 shall be:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	2nd Monday in November
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	2nd Monday in February
(1st Monday in August)	

If Heritage Day is proclaimed as a statutory holiday it will be in place of the second Monday in February.

- G-2 The Hospitals will endeavour to allocate the above holidays on an equitable basis.
- G-3 The lieu day referred to in Article 15 of the Collective Agreement will be scheduled within the period of one month (1) prior to or one (1) month after the date of the holiday; such day to be mutually agreed upon between the nurse and the Hospital. If such mutually satisfactory day cannot be scheduled within thirty (30) calendar days before or after the holiday, the date of the lieu day will be scheduled by the Hospital. Any request for a lieu day will be placed in writing by the nurse.
- G-4 "Tour" means consecutive working hours for an employee. The day, measured on a midnight to midnight basis, during which the majority of the hours of a tour are worked shall determine the calendar day to which that tour belongs.
- G-5 When a designated holiday falls during a nurse's scheduled vacation, the additional day off with pay referred to in Article 15.04 (a) is to be granted at a time mutually agreed upon between the nurse and the Hospitals which will not interfere with the efficient operation of her Department.
- G-6 When a designated holiday falls on a nurse's scheduled day off, the additional day off with pay referred to in Article 15.04 (b) is to be granted at a time mutually agreed upon between the nurse and the Hospitals which will not interfere with the efficient operation of her Department.

ARTICLE H - HOURS OF WORK - SCHEDULING

- H-1 With reference to Article 14.12, tour schedules showing the days and hours to be worked and days off will be posted at least six (6) weeks in advance.
- H-2 The day measured on a midnight to midnight basis on which the majority of the hours of a tour are worked, determines the calendar day to which that tour belongs.
- H-3 Tour schedules will be drawn up to embody the following conditions:
- (a) four (4) days off in a two (2) week period and normally two (2) days off at a time shall be scheduled. split days off may be scheduled by mutual consent.

- (b) a nurse shall not be required to work more than seven (7) consecutive days without days off except by mutual written consent. If a nurse is required to work more than seven (7) consecutive days without written mutual consent, she shall be paid premium payment in accordance with Article 14.03 for every consecutive day worked after the seventh day.
- (c) at least one (1) weekend off in three (3) shall be scheduled and more frequently where possible. A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on a third consecutive and subsequent weekend save and except where:
  - such weekend has been worked by the nurse to satisfy specific days off requested by such nurse, or
  - such nurse has requested weekend work, or
  - such weekend is worked as the result of an exchange of shifts with another nurse.
- (d) a period of two (2) consecutive tours off shall be scheduled between changes of tour and at least forty-eight (48) consecutive hours off shall be scheduled following a night tour. A shorter period of time between change of tour may be scheduled by mutual consent. If the employer fails to schedule a period of sixteen (16) consecutive hours off between tours of duty or at least forty-eight (48) consecutive hours off following a night tour, the employer will pay to the nurse premium payment in accordance with Article 14.03 for the following tour of duty worked.
- (e) equal distribution of tours will be scheduled to each nurse, who normally rotates through all three tours within the areas in which she works.
- (f) the Hospital recognizes the principle of equal times on days as on other tours combined. However, where this is not possible, the Hospital assures that a nurse shall have at least a minimum of time on day duty equal to a regular period of time on one of the other tours.
- (g) a nurse will be scheduled no less than three (3) consecutive days off at either Christmas or New Year time. The Hospital will endeavour to schedule more than three (3) consecutive days off.

Time off at Christmas will include Christmas Eve (December 24), Christmas Day (December 25) and Boxing Day (December 26) and time off at New Year shall include New Year's Eve (December 31) and New Year's Day (January 1).

The choice will be given to the nurses in each area as to which of these two (2) holidays they prefer off and master rotations may be waived from December 15th to January 15th. When there is a conflict of choice, no nurse will be required to work two (2) consecutive Christmas Holidays *or* two (2) consecutive New Year's Holidays.

For the purpose of clarification the waiver mentioned above refers to the period covered by Master Rotations commencing the Saturday closest to December 15th.

- (h) requests for change in posted tour schedules must be submitted in writing to the Head Nurse or Supervisor and co-signed by a nurse willing to exchange days off or tours. No nurse may exchange tours without the permission of the Head Nurse or Supervisor. such permission will not be unreasonably withheld. It is understood that such change in tours initiated by the nurse shall not result in overtime payments. Requests for such changes in tours will be submitted as far in advance as possible.

H-4        STAND BY

With reference to Article 14.07, no nurse shall be required to stand-by on her scheduled day or days off.

- H-5        Where a nurse chooses equivalent time off in accordance with Article 14.09 of the Collective Agreement, such time off must be taken within sixty (60) calendar days of the overtime being worked, at a time to be mutually agreed upon between the nurse and her immediate supervisor. If no mutually agreeable time is found within the sixty (60) day period, overtime pay will be paid in accordance with the terms of the Collective Agreement.

- H-6        The Local President of the Association shall only be scheduled to the day tour.

ARTICLE I - TERMINATION OF EMPLOYMENT

- I-1 Nurses shall give the Hospitals two (2) calendar weeks written notice of resignation except in cases of emergency. The Hospitals shall give nurses at least two (2) calendar weeks written notice of termination or pay *in lieu* thereof. This clause does not apply to dismissal for just cause or layoff.

ARTICLE J - MISCELLANEOUS

- J-1 The Hospitals agree to launder uniforms without charge provided such uniforms conform to ordinary standards and do not require special handling.

It is recognized that such caps or uniforms or lab coats may be required in Special Care Nursery, Post Anaesthetic Recovery Room, Labour and Delivery, Heart Investigation Unit, Endoscopy, Operating Room, Intensive Care Unit, Emergency, Burn Trauma Unit, Radiology and the Cardiac Care Unit. It is further recognized such Hospital requirements may change in various nursing areas.

The Hospitals shall continue to provide scrub caps, dresses and lab coats when this is required by the Hospital, at no cost to the nurse.

- J-2 The Hospital will provide one (1) bulletin board at each Hospital for the sole use of the Association and will allow the Association to post notices thereon, subject to Hospital policy.
- J-3 With reference to Article 10.02, seniority lists shall be provided on September 1st and March 1st.
- J-4 It is understood that in accordance with Article 11.11 of the Collective Agreement, the number of nurses that may be absent at any one time shall be one (1) nurse per area to a maximum of ten (10) nurses at a Hospital or more at the discretion of the Hospital.
- J-5 A copy of the Collective Agreement will be posted in each nursing unit/area.
- J-6 The Nurse Manager of a unit will endeavour to schedule monthly meetings with the nurses on such unit. The purpose of the meeting will be to discuss nursing concerns on the unit. Minutes of the meeting will be forwarded to nursing administration for review.



J-7 Upon the written request of a nurse on termination of employment, the Hospital will provide the nurse with a signed statement including the following:

- (a) Terms of employment (start and termination dates)
- (b) Seniority/Service in terms of year and/or hours
- (c) Areas of assignment

ARTICLE K - VALIDITY

K-1 Where any provision of this Agreement or any practice thereunder is at any time contrary to law this Agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provisions of this Agreement conform to the law.

ARTICLE L - EXTENDED TOURS

L-i The purpose of this Article is to vary certain terms of the Full-Time Collective Agreement for the implementation and discontinuation of an extended tour schedule within a unit. With the exception of specific variations set forth in this Article, all other conditions and terms of the Collective Agreement shall remain in force and in effect.

L-2 Extended tours shall be introduced into any unit when;

- (i) sixty-six and two-thirds percent (66-2/3%) of the nurses in such unit so indicate by secret ballot, and
- (ii) the Hospital agrees to implement the extended tour in the unit. It is understood such agreement by the Hospital shall not be withheld in an unreasonable or arbitrary manner.

L-3 (a) An extended tour may be discontinued in any unit when:

- (i) sixty-six and two-thirds percent (66-2/3%) of the nurses in such unit so indicate by secret ballot: or
- (ii) the Hospital because Of
  - (a) adverse effects on patient care, or
  - (b) inability to provide a workable staffing schedule, or

(c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary

states its intention to discontinue the extended tour in such unit.

(b) The secret ballot referred to in L-2 (i) and L-3 (a) (i) respectively shall not take place unless six (6) months has elapsed from the date of any such previous secret ballot within such unit.

L-4 If an extended tour in a unit is discontinued in accordance with L-3 above, it is agreed that:

(i) the parties shall meet within two (2) weeks of the decision to discontinue the extended tour in such unit to review the decision, and

(ii) the affected unit shall be given sixty (60) days' notice before the schedules are so amended.

L-5 A nurse shall not be required to work consecutive tours totalling more than thirty-three (33) hours and forty-five (45) minutes without written mutual consent. If a nurse is required to work consecutive tours totalling more than thirty-three (33) hours and forty-five (45) minutes without the aforesaid consent, she shall be paid premium pay in accordance with Article 14.03 of the Collective Agreement for every consecutive hour worked in excess of thirty-three (33) hours and forty-five (45) minutes. It is understood that any hours paid under Article 14 of the Collective Agreement will be excluded in the calculation of the thirty-three (33) hours and forty-five (45) minutes.

At least one weekend off in two (2) shall be scheduled and more frequently where possible. A nurse will receive premium payment, in accordance with Article 14.03 of the Collective Agreement, for all hours worked on the second (2nd) consecutive weekend and for every consecutive weekend worked following the second consecutive weekend worked. Such shall not apply where;

1. such weekend has been worked by the nurse to satisfy specific days off requested by such nurse: or
2. such nurse has requested weekend work: or
3. such weekend has been worked as the result of an exchange of shift with another nurse.

- L-6 The scheduling requirements embodied in Article 13 and Article 14 and Appendix 5, Article H of the Collective Agreement are waived during the transition period from a regular tour schedule to an extended tour schedule, or vice-versa.
- L-7 There shall be a minimum of twelve (12) hours scheduled off between tours of duty. Should the Hospital schedule less than twelve (12) hours between tours, the nurse shall be paid premium payment in accordance with Article 14.03 of the Collective Agreement for the entire tour worked.

The schedule indicated above is the schedule referred to under Article H-1 of the Full-Time Collective Agreement.

ARTICLE M - JOB SHARING

- M-1 It is understood and agreed that insofar as any provision of this Article is specifically in conflict with any provisions of the Full-Time or Part-Time Agreement, the provisions of this Article shall prevail.
- M-2 Only Full-Time positions shall be considered for job sharing between two employees.
- M-3 The Hospital has the undisputed right to designate and increase or decrease the Full-Time positions eligible to be deemed job sharing positions.
- M-4 Any job sharing position must involve only employees within the same classification.
- M-5 When the Hospital designates a Full-Time position to be considered a job sharing position, such position shall be posted and filled in accordance with Article 10.05 of the Part-Time Collective Agreement.
- M-6 If a Full-Time employee wishes to job share her position, and the Hospital agrees to designate such position a job sharing position, the Full-Time employee will be assigned such job sharing position and the remaining vacant position will be posted and filled in accordance with Article 10.05 of the Part-Time Collective Agreement.
- M-7 With the exception of M-10 below, an employee once assigned a job sharing position, will be covered by the provisions of the Part-Time Collective Agreement.
- M-8 If an employee assigned a job sharing position successfully applies to a Part-Time or Full-Time position

or is terminated in accordance with Article 10.04 of the Part-Time Collective Agreement, and the Hospital decides to continue such job sharing position, the remaining employee shall remain assigned to such job sharing position and the vacant job sharing position will be posted and filled in accordance with Article 10.05 of the Part-Time Collective Agreement. If there is no successful applicant to such job sharing position and the Hospital at its discretion reverts such position to a Full-Time position, such position will be posted as a Permanent Full-Time position. The remaining employee will be assigned by the Hospital as Regular Part-Time.

- M-9 At the discretion of the Hospital, if a job sharing position is discontinued, an employee previously assigned such position shall be assigned as Regular Part-Time.
- M-10 For scheduling purposes only, the Hospital will schedule a job sharing position as a Full-Time position. An employee assigned a job sharing position will be expected to determine with her partner the shifts to be worked within such schedule. If there is any disagreement of shifts to be worked between an employee assigned a job sharing position and her partner, the Hospital will schedule such.
- M-11 A job sharer's vacant hours of work resulting from vacation or an absence granted for a paid or unpaid leave of absence or sick leave, will be offered by the Hospital to the remaining employee assigned that job sharing position. The Hospital will attempt to contact the remaining employee to offer such hours. If the remaining employee agrees to work all or part of such hours, there will be no premium payments owed for such hours worked. If the Hospital is unable to contact the remaining employee or such employee refuses to work the vacant hours, the Hospital will schedule such hours in accordance with the Part-Time Collective Agreement.
- M-12 A job sharing position will be scheduled to work by the Hospital to either the Christmas Holiday or New Year's Holiday. An employee assigned a job sharing position will be expected to determine with her partner who will work the Christmas Holiday or New Year's Holiday. If there is any disagreement of who will work the Christmas Holiday or the New Year's Holiday between an employee assigned a job sharing position and her partner, the Hospital will schedule such.

LETTER OF AGREEMENT  
BETWEEN  
HAMILTON CIVIC HOSPITALS  
AND  
ONTARIO NURSES' ASSOCIATION

RE: SCHEDULING COMMITTEE (F/T: P/T)

It is agreed between the parties that joint Union and Hospital Scheduling Committee be established to review current scheduling practices. The Committee will consist of four (4) Union representatives and four (4) Hospital representatives. Any forthcoming recommendations from such Committee will be reviewed and considered by the appropriate Union and Hospital representatives.

Signed at Hamilton, Ontario, this 21<sup>st</sup> day of October, 1992.

For the Hospital:

For the Association:

Patricia Haffin  
Det M. J. J. J.  
Letta Schmitt  
C. J. J.  
Paul Gomp  
David Anderson  
R. J. J.

Eric G. G.  
Beverly Mathews  
J. J. J.  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF AGREEMENT  
BETWEEN  
HAMILTON CIVIC HOSPITALS  
AND  
ONTARIO NURSES' ASSOCIATION

RE: JOB POSTINGS (F/T; P/T)

It is agreed between the parties that for the purpose of posting permanent job vacancies, glass enclosed bulletin boards will be erected at central locations near the Hamilton General and Henderson General Hospitals' cafeterias. A copy of all such job postings will be supplied to the Union.

It is further understood that an employee, upon request to the Human Resources Department, will be supplied a copy of such job posting.

The Hospital will place a notice in each glass enclosed bulletin board informing employees of the opportunity to be supplied with a copy of a job postings.

Signed at Hamilton, Ontario, this 21<sup>st</sup> day of October, 1992.

For the Hospital:

Batavia Khalid  
Pat Mandy  
Peter Schmitt  
C. King  
Paul Long  
David McIlhenny  
M. C.

For the Association:

B. G. G.  
Beverly Mathews  
Joyce J.

LETTER OF AGREEMENT  
BETWEEN  
HAMILTON CIVIC HOSPITALS  
AND  
ONTARIO NURSES' ASSOCIATION

RE: SHIFT REQUESTS (F/T; P/T)

It is agreed between the parties that the Hospital will consider a request from a nurse who wishes to work a steady afternoon or steady night shift schedule. Such requests will not be unreasonably denied. It is understood that if such request is granted by the Hospital, the Hospital may at any time discontinue such arrangement either temporarily or permanently following thirty (30) calendar days of notice to such nurse.

Signed at Hamilton, Ontario, this 21<sup>st</sup> day of October, 1992.

For the Hospital:

For the Association:

Antoine Malch  
Paul Mansley  
Peter Schmitt  
C. King  
Paul King  
David Anderson  
Neil

Brenda  
Beverly Matthews  
Joyce Zed