

SOURCE	O. N. A.
EFF.	88 04 01
TERM.	91 03 31
No. OF EMPLOYEES	449
NOMBRE D'EMPLOYÉS	A. H.

COLLECTIVE AGREEMENT

Between

MOUNT SINAI HOSPITAL

and

ONTARIO NURSES' ASSOCIATION

April 1, 1988 - March 31, 1991

*1988-1991*

*05/19/02*



Signed at Toronto, Ontario this, 19~~85~~88 day of Nov

On Behalf of the Union

Matthew Edwards EAO

Margie McLean

Alexander

Patricia Koleski

On Behalf of the Hospital

Blairigan Helman

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



APPENDIX 3  
S A L A R I E S  
MOUNT SINAI HOSPITAL  
PART-TIME DAILY RATES

Effective April 1/88

	<u>Ext. Tours</u>	<u>7.5 Tours</u>	<u>Hourly Rate</u>
1	178.31	118.87	15.85
2	185.06	123.37	16.45
3	187.99	125.32	16.71
4	191.36	127.57	17.01
5	195.64	130.42	17.39
6	199.46	132.97	17.73
7	203.85	135.90	18.12
8	208.69	139.12	18.55

Effective April 1/89

1	181.91	121.27	16.17
2	191.59	127.72	17.03
3	194.51	129.67	17.29
4	198.00	132.00	17.60
5	202.95	135.30	18.04
6	207.00	138.00	18.40
7	211.50	141.00	18.80
8	216.45	144.30	19.24
9	219.71	146.47	19.53

Effective April 1/90

1	189.11	126.07	16.81
2	199.24	132.82	17.71
3	202.27	134.85	17.98
4	205.99	137.32	18.31
5	211.05	140.70	18.76
6	215.21	143.47	19.13
7	219.94	146.62	19.55
a	225.11	150.07	20.01
9	228.49	152.32	20.31
10	231.97	154.65	20.62

MOUNT SINAI HOSPITAL

PART-TIME SALARIES

- (a) Registered Nurses working over twenty-four (24) hours and under thirty-seven and one-half (37.5) hours per week on a regular basis will be paid a daily tour salary calculated as follows:

$$\frac{\text{Monthly rate of full-time classification} \times 12 + 14\%}{260}$$

- (b) It is understood and agreed that the part-time nurses' hourly rate (or straight time hourly rate) in this Agreement does not include the additional fourteen (14%) percent which is paid in lieu of fringe benefits, and accordingly, the fourteen (14%) percent add on payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.
- (c) A regular part-time nurse shall advance one step in her salary schedule after completion of each 1500 paid hours.
- (d) For purposes of clarity, the term "full-time" where it appears in this Collective Agreement, shall be interpreted as including those part-time nurses represented by the bargaining agent, save and except where the term "part time" appears in this collective agreement.

APPENDIX

to

COLLECTIVE AGREEMENT

BETWEEN:

MOUNT SINAI HOSPITAL  
(hereinafter referred to as the "Hospital")

AND:

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

ARTICLE A - RECOGNITION & DEFINITIONS

- A.1 The Hospital **recognizes** the Association as the exclusive bargaining agent for all registered and graduate nurses employed by the Hospital in the Municipality of Metropolitan Toronto, engaged in nursing care, save and except Head Nurses and Assistant Supervisors, persons above the rank of Head Nurse and Assistant Supervisor, and persons regularly employed for not more than twenty-four (24) hours per week.
- A.2 "Persons regularly employed for not more than twenty-four (24) hours per week" shall be deemed to include regular and temporary part time staff who are regularly employed for not more than twenty-four (24) hours per week,
- A.3 The word "nurses" when used throughout this Agreement shall mean persons included in the above-described bargaining unit and excludes nurses from employment agencies.
- A.4 For clarification purpose, the term "Head Nurse" in A.1 shall be deemed to mean "Nursing Unit Administrator".

ARTICLE B - RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

- B.1 The Association **recognizes** that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement and without restricting the

generality of the foregoing the Association acknowledges that it is the exclusive function of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline nurses, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that a nurse has been discharged, ~~suspended~~ or otherwise disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and highest standard of service job rating or classification, the hours of work, work assignments, methods of doing the work and the working establishment for the service;
- (d) generally to manage the operation that the Hospital is engaged in and without restricting the generality of the foregoing to determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith;
- (e) generally to operate the Hospital in a manner consistent with the obligations of the Hospital to the general public;
- (f) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses not inconsistent with the provisions of this Agreement.

B.2 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

#### ARTICLE C - ASSOCIATION REPRESENTATION

##### C.1

(6.01) There will be twenty (20) nurse representatives which include acting representatives appointed on a temporary basis.

The parties will discuss additional representation in the event that new floors are opened.

##### C.2 Negotiating Committee

The Hospital will recognize four (4) nurses as the Negotiating Committee members.



C.3 Grievance Committee

(6.01)

The Hospital will recognize four (4) nurses from the local Bargaining Unit as Grievance Committee members provided not more than three (3) nurses attend any function.

C.4 Association-Hospital Committee

(6.02)

There shall be up to four (4) representatives of each of the parties on the Association-Hospital Committee.

C.5 Interview

(5.06)

The Interview period will be scheduled at the conclusion of the initial orientation session normally conducted by the Hospital on the first and third Monday of each month. The parties will mutually agree as to the time and -place of such meeting. The Hospital shall provide the Association, seven (7) days in advance, with the known names of the nurses who will be attending the interview. The Hospital shall also provide the Association with classification, date of hire and area assigned for each newly hired nurse.

ARTICLE D - HOURS OF WORK

D.1 (a) All nurses working a full tour will be allowed a break normally scheduled in each half of the tour. The above will apply to extended hour tours on the basis of one break normally scheduled in each third of the tour.

(b) If the Hospital decides to create a new tour, it will advise the Association in advance, and meet with the Association to discuss the matter if the Association so requests. A vote among the nurses involved may be conducted to canvass their opinion.

D.2 (a) Scheduling Objectives:

Objectives in the formulation of working schedules have been left to local arrangements between a Nursing Unit Administrator and those reporting to her. These local arrangements are to permit flexibility by encouraging individual responsibility. As a guide to the type of scheduling arrangement which the Hospital will maintain and follow, the parties set out below standard objectives, recognizing that the Hospital may not always be able to attain these objectives and that their attainment may be varied with the consent of those concerned.

- (b) Where a line becomes vacant, it shall be offered to staff nurses in that unit on a seniority basis, as long as there remains sufficient experienced nurses on a line.

D.3 These provisions apply to both the normal tour and the extended tour.

- (a) schedules will be posted no less than twenty-eight (28) days in advance. This schedule will be available to all staff at all times;
- (b) a nurse may not be required to change tours of duty more than once during a work week;
- (c) there shall be equal distribution of standby duty with the option to exchange on the permission of the Vice President - Nursing or her designate, which permission shall not be unreasonably withheld;
- (d) no split shifts;
- (e) nurses will not be scheduled to work single days.
- (f) Subject to Article D.1, the Employer will endeavour to schedule so that one half of the nurses' tours are day tours. When this is not possible, the nurses involved in the scheduling unit who rotate shall, over a reasonable period of time, be scheduled to the same number of day tours. Days off shall not be included in the averaging system.
- (g) A nurse who normally rotates shall not be required to work more than two (2) consecutive weeks on either of the evening or night tours without being scheduled for a period of day tours.
- (h) Where there are to be new schedules or alterations in existing schedules contemplated, that fall outside the above objectives, the Hospital will advise the Association prior to their introduction. Should the Association have any concerns with respect to such schedules; the **Hospital** will consider such concerns.

Schedules under this provision must receive a minimum vote of eighty (80%) percent. The vote will provide for an immediate implementation or, a trial period.

D.4 Normal Tour (7.5 hours)

- (a) At least every third weekend off;
- (b) no less than two (2) consecutive tours shall be scheduled off between tour changes without consent. A nurse will be scheduled at least two (2) consecutive days off after working night duty;
- (c) a nurse will be scheduled off at least six (6) days in any three (3) week period including at least two periods of two (2) consecutive days off and a minimum of single days;
- (d) a nurse who works on rotation will be scheduled off work for at least five (5) consecutive days at either Christmas or New Year's season except in areas where nurses are not normally required to work on weekends and paid holidays. Scheduled consecutive days off work at Christmas will include the evening tour on December 24th, December 25th and December 26th and scheduled consecutive days off at New Year's will include December 31st and January 1st;
- (e) nurses will not be scheduled to work more than seven (7) consecutive tours. A nurse will be scheduled two (2) consecutive days off after working seven (7) consecutive tours. Where a nurse is scheduled to work in excess of seven (7) consecutive tours, she shall receive premium payment for each tour in excess of the seven (7) tours in accordance with Article 14.03.
- (f) Nurses who have been granted permanent evening or night tours will not be rotated except by mutual consent or in order to meet reasonable Hospital staffing requirements or to be assessed on day tours. Where nurses are assigned to shift they may request a permanent assignment to evening or night tour or short tour and the Hospital will grant such requests. A short tour is defined as a tour of fewer hours than a normal tour. Should the nurse or the Hospital find it necessary to reverse this decision, either party may do so with four (4) weeks' notice.
- (g) The above scheduling objectives will not apply from December 15th to January 15th. However, a nurse will be scheduled off for at least two (2) days if they have completed seven (7) consecutive tours.

D.5 Extended Tour

- (a) At least every second weekend off for a minimum of four (4) days off;
- (b) nurses will not be required to work more than four (4) consecutive twelve (12) hour tours.
- (c) The above scheduling **objectives** will not apply from December 15th to January 15th. However, a nurse will be scheduled off for at least two (2) days if they have completed a block of more than two (2) extended night tours during this period.
- (d) The introduction of extended tours will be implemented at six (6) month intervals where eighty (80%) percent of the nurses involved so request. Thereafter, discontinuance of extended tours will be implemented at subsequent six (6) month intervals, where eighty (80%) percent of the nurses involved so request.

D.6 Request for changes in posted time schedules must be submitted in writing and co-signed by a nurse willing to exchange days off or tours. A request book will be used on all units.

D.7 (a) A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on a third (3rd) and subsequent consecutive weekend save and except where:

- (i) Such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (ii) such nurse has requested weekend work; or
- (iii) such weekend is worked as the result of an exchange of tours with another nurse.

(b) A weekend will include at least fifty-six (56) consecutive hours off work between 1530 hours Friday and 0730 hours Monday.

(c) For the purposes of the extended (12 hour) shift, a weekend will include at least fifty-six (56) consecutive hours off work between 2330 hours Friday and 0730 hours Monday.

The Hospital will review the nursing schedules with a view to having a weekend off commence at the conclusion of the day tour on Friday.

ARTICLE E - VACATIONS

- E.1 It is understood and agreed that the Hospital will give every consideration to the nurses' preference as to the timing of their vacation, but of necessity the Hospital must reserve the right to the final decision as to the scheduling of vacations. A nurse will not be permitted to take any vacation until she has completed at least six (6) continuous months of employment with the Hospital. The Hospital and the Association will review problems in scheduling for peak periods if they arise.
- E.2
- (a) Vacations may be taken at any time of the year that is mutually acceptable to the parties.
  - (b) Requests for vacation shall be submitted in writing at least four (4) weeks before the time at which the nurse proposed to commence her vacation.
  - (c) A vacation request form shall be posted in each unit by the last Friday in January. Each nurse should request her vacation within two (2) months of the form being posted. Vacations under this process will be granted for the period of April 1st to March 31st.
  - (d) In the event of scheduling conflicts, seniority shall apply until March 31st in any year. Thereafter, requests for the remaining vacations will be scheduled on a first come first serve basis.
  - (e) Prior to leaving on vacation, nurses shall be advised of the day and time on which to report for work following vacation.
  - (f) The Hospital will also endeavour to schedule nurses' weekly days off immediately preceding the commencement of her scheduled vacation.
  - (g) A nurse may accumulate an extra five (5) days of vacation beyond her yearly entitlement.
  - (h) When a nurse books vacation and a weekend in that vacation period is scheduled as a working weekend, then the nurse will not be required to work additional weekends in order to make up this time. Where a nurse takes a vacation period and a duty weekend falls within that period, she shall not be required to find a replacement for that weekend. However, if the request is made within the posted time, the nurse will be required to find her own replacement for the vacation period.

- E.3 Vacations may be scheduled to commence on any day of the week.
- E.4 Vacation time owing to each nurse shall appear on the **bi-weekly** pay stubs.
- E.5 The vacation calendar will remain posted all year with completely filled weeks indicated.

ARTICLE F - PAID HOLIDAYS

- F.1 The following paid holidays shall be **recognized**:

Second Monday in February	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Day
- F.2 Where the holiday falls on the non-working day of a nurse or during the vacation period of the nurse, it shall be added to the end of her vacation period, or the Hospital upon agreement of the nurse may pay the nurse her regular wages for the holiday or the Hospital may designate another working day at a mutually agreeable time that is not later than the next annual vacation of the nurse which shall be deemed to be the public holiday.
- F.3 A nurse will receive a lieu day off at her regular straight time rate of pay, such day to be granted within ninety (90) days of the date on which the holiday was observed, to be taken on a day arranged between the nurse and the Hospital.
- F.4 The Hospital will endeavour to arrange for paid holidays off to be scheduled equitably among the nurses regularly working in the same unit.
- F.5 The Hospital will also endeavour to schedule a holiday designated for a Friday or a Monday to be an off day for a nurse scheduled to be off on the adjacent Saturday and Sunday. Conversely, the Hospital will endeavour to schedule a holiday designated for a Friday or a Monday to be a work day for a nurse scheduled to work on the adjacent Saturday and Sunday.
- F.6 The Hospital will continue its practice of attempting to schedule lieu days with weekends off.

F.7 A nurse shall receive premium payment for actual hours worked on the holiday.

ARTICLE G - BULLETIN BOARDS

G.1 The Hospital will provide bulletin board space for the purpose of posting notices regarding meetings and other matters restricted to Association matters.

ARTICLE H - SENIORITY LISTS

H.1  
(10.02) A copy of the seniority lists will be provided to the Association in December and in July.

ARTICLE I - ASSOCIATION LEAVE

I.1  
(11.02) Leave of absence for Association business shall be given without pay up to a total of one hundred (100) days during each calendar year of the term of this Agreement, provided at least twenty-eight (28) days' notice, where possible, is given in writing to personnel, with a copy to the Nursing Unit Administrator. It is agreed that not more than four (4) nurses shall be absent on such leave at the same time, and not more than one (1) nurse from the same area unless agreed upon by the Hospital.

ARTICLE J - MISCELLANEOUS

J.1 Should the Hospital require nurses to wear lab coats and scrub dresses, the Hospital will launder and provide same.

J.2 Prepaid Leave

The parties agree that **utilization** of this leave may be restricted to a maximum of ten (10%) percent of the members of the bargaining unit with no more than two (2) nurses from any one unit. Any application in excess of these numbers will be considered at the discretion of the Hospital.

LETTER OF UNDERSTANDING

It is agreed that should the Hospital have some concern with the appropriateness of a notice(s) posted by the Association on the Bulletin Board, the Director of Personnel has the right to remove such notices and discuss same with the President or member of the Association Executive.

DATED at Toronto, Ontario this 25<sup>TH</sup> day of NOV, 1988.

Scotty Edwards ERO  
Maureen MacLean  
John Alexander  
Antonio Kukul

Blamigan Selmer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



LETTER OF UNDERSTANDING

For clarification to Article J.1, the Hospital currently requires nurses in the Operating Room and Case Room to wear scrub dresses and lab coats.

DATED AT TORONTO, Ontario, this 10th day of \_\_\_\_\_, 1988.

On behalf of the Union

Ally Edwards ERD  
President  
[Signature]  
[Signature]

On behalf of the Hospital

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

