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EFF. DATE	91	04	01
TERM	93	03	31
NO. OF EMPLOYEES	605		
NOMBRE D'EMPLOYES	95		

COLLECTIVE AGREEMENT

'Between

SUNNYBROOK HEALTH SCIENCES CENTRE

and

ONTARIO NURSES' ASSOCIATION

FULL-TIME

April 1, 1991 - March 31, 1993

SEP 24 1992

605/15/05

APPENDIX 4

SUNNYBROOK HEALTH SCIENCES CENTRE

SICK LEAVE PLAN IN EXISTENCE PRIOR TO NOVEMBER 1, 1981

Pay for sick leave is for the sole and only purpose of protecting the nurse **against** loss of regular income when she is legitimately ill and unable to work.

- (a) sick leave will be allowed for sickness for nurses after completion of their probationary period on **the** basis of one-and-one-half (**1-1/2**) days per month of employment to a total of eighteen (**18**) days sick leave after one year's service.
- (b) No sick leave will be allowed during the nurse's probationary period. Should the nurse remain in the employment of the **Hospital** her entitlement shall be back to the last date of hire.
- (c) All unused sick leave may be accumulated to the credit of the nurse to a maximum of one hundred and twenty (**120**) days.
- (d) The nurse may be required to produce proof of sickness for any absence in the form of a medical certificate.
- (e) Nurses, shall not be entitled to sick leave for sickness or accident compensable by **Workers'** Compensation Board.
- (f) No payment for **sick** leave credit shall be payable to a nurse during a period of vacation or leave of absence. The Hospital will **give** consideration to rescheduling a **nurse's vacation** in the **event that** the nurse is **hospitalized** during **her vacation** and such time shall be **counted** as sick leave.

A nurse who returns to full-time service from part-time service shall have reinstated any sick leave credits accumulated during previous full-time service, provided that her employment with the Hospital has **remained** unbroken since **the** time of full-time service.

SUNNYBROOK HEALTH SCIENCES CENTRE

EDUCATIONAL

- (1) A **nurse** who **successfully** completes a post-graduate course in her specialty **recognized** by the Hospital who is working in that specialty will be paid a bonus of **\$15.00** per month. This bonus is not **to** be pyramided.
- (2) A nurse who successfully completes a Bachelor's Degree in Nursing which is **recognized** as such by the University of Toronto will be advanced one step on the salary grid. This bonus is not to be pyramided.

APPENDIX TO
COLLECTIVE AGREEMENT

BETWEEN:

SUNNYBROOK HEALTH SCIENCES CENTRE
(hereinafter referred to as the "**Hospital**")

AND:

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

(Full-time)

ARTICLE A - RECOGNITION

- 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 Nursing Managers, persons above the rank of Nursing Managers, persons **classified** as In-service Instructors and Nurse Clinicians and persons **regularly** employed for not more than twenty-four (24) hours per week.
- A.2 The word "**nurses**" when used throughout this Agreement shall mean persons included in the above described bargaining unit.

ARTICLE B RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTION;

- B.1 The Association **recognizes** that the Management of the Hospital and the (direction of the 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 discharge or discipline which includes suspension, without cause and may be the subject of a grievance **and dealt** with as herein provided;

- (c) **determine** in the interest of efficient operation and the **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 operations that the Hospital is engaged in, and without restricting the generality of the foregoing, to determine the **number** of personnel required, methods, procedures **and** equipment in connection therewith;
- (e) make and enforce and alter from time to time **reasonable** rules and regulations to be observed by the nurses.

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

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.1 Representatives

Twenty-five (25) nurse representatives will be **recognized** by the Hospital. No more than one (1) representative shall be from any one unit.

C.2 Negotiating t t e e

There shall be up to five (5) nurses on a Negotiating Committee.

C.3 Grievance Committee

There shall be up to three (3) nurses on a Grievance Committee.

C.4 Association-Hospital

There **shall** be up to five (5) representatives of each of the parties on the **Association-Hospital** Committee, Replies to problems raised will be given by the next scheduled meeting.

C.5 A representative of the Association will meet at a **mutually** agreeable time with a newly hired nurse: during the course of orientation. The time of the interview will be included in each letter of hire.

In <addition, the Hospital will notify the Association in writing, stating the time of the interview and of the number of nurses expected to attend at the time of their **orientation** or documentation.

ARTICLE D - SCHEDULING - HOURS OF WORK

D.1 - Regulars

D.1 The Scheduling Committee shall meet to discuss and provide satisfactory resolution for the development and approval of master unit schedules. It is understood that master unit schedules, new or revised, will proceed through the Scheduling committee.

Scheduling shall be done on an individual unit basis,. In the event of an individual problem related to scheduling the nurse and failing resolution, the Association will discuss any **difficulties** with the Nursing Unit Director. If such discussions fail to provide a satisfactory resolution, then the matter shall be reduced to a grievance and **lodged** at Step No. 2 of the Grievance Procedure with the Director of Nursing or designate.

(a) At least two (2) weekends off in every four (4) consecutive weekend periods. The weekend is defined as commencing at the completion of the day tour Friday and concluding not less than **sixty-four (64)** hours later. The commencement time will vary in the event a nurse works on a permanent tour.

The clause is not to be construed as the maximum **allocation** for weekends **off**, and where possible, nurses will receive as many weekends off as **staffing** permits, and where she receives additional weekends, the definition may not apply to either those nurses that rotate or work permanent tours.

A nurse will receive premium payment in accordance with Article 14.03 for all hours worked on any weekend **scheduled** in excess of two (2) weekends in every four (4) consecutive weekend, save and except 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 is worked as a result of an exchange of shifts with another nurse; or
 - (4) Such weekend is worked at the nurse's request in order to accommodate that nurse's vacation request.
- (b) **Schedules** will be posted no less than six (6) weeks in advance.
- (c) No split tours:
- (d) A nurse will be scheduled off at least six (6) days in any three (3) week period, including at least two (2) periods of two (2) consecutive days off and a minimum of single days off;
- (e) A nurse will be scheduled off work for not less than five (5) consecutive days at either the **Christmas** or New Year's season, except in areas which are not normally required to work on weekends and holidays. Scheduled consecutive days off work at **Christmas** will include the December 24th, December 25th and December 26th. Scheduled consecutive days off at New Year's will include December 31st and January 1st. It may be necessary to waive the scheduling during this period of time, however, the Hospital will continue to meet as many requirements as possible.

The Nursing Manager will canvass preferences for time off at **Christmas** or New Year's prior to posting the schedule for that period. In cases of conflict where nurses request the same holiday period off, seniority shall govern.

- (f) **Nurses** will not normally be scheduled to work: more than seven (7) consecutive days. Whenever possible, single tours on duty will not be scheduled. The parties agree that schedules with less than seven (7) consecutive tours may be implemented in areas where the nurses so request and the schedule provides for adequate coverage. Approval for these schedules will not be unreasonably withheld. A nurse will be scheduled for a minimum of two (2)

consecutive days off after working scheduled night tours. Single **days** off will be **kept** to a minimum.

Where a nurse is scheduled to work more than **seven (7)** days in a row, she will be paid at premium rates for the eighth (**8th**) and subsequent day until a day off is scheduled.

- (g) No less than two (**2**) **consecutive** tours shall be scheduled off between tour changes. Where this does not occur premium payment as per Article **14** will be paid for the next regular scheduled tour.
- (h) 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.
- (i) For nurses **who** rotate regularly within a Unit, the **Hospital** will normally schedule evening and night tours of duty equitably,.
- (j) A nurse shall not normally be scheduled to change to night/evening tour more than once in any two (**2**) week period.
- (k) **Nurses** may request that they be scheduled to work **either** permanent nights or evenings, but it is **understood that the decision will be within the sole** discretion of the Hospital.

D.2

The parties **recognize** the principle of scheduling so that where **possible** the number of shifts (**E/N**) worked does not exceed the number of day shifts worked. The parties **recognize** that: -

- (a) **Days off** will not be counted as days worked.
- (b) In **areas** where there is a master framework the achievement of this principle will be **over** the length of **the** master framework and in other areas over a **reasonable** period of time with an objective of twelve (**12**) weeks.
- (c) This principle applies on an individual staff nurse basis.
- (d) The **achievement of** this principle **will** be influenced by paid holidays,, nursing coverage, cost to the Hospital and other relevant factors.

- D.3 Requests for change in posted time schedules must be submitted in writing and co-**signed** by a nurse willing to exchange days off or tours, and requests will not be unreasonably denied.

II - Extended Tours

- D.4 The Scheduling Committee shall meet to **discuss** and provide satisfactory resolution for the development and approval of **master** unit schedules. It is understood that master unit schedules, new **or** revised, will proceed through the Scheduling Committee.

Scheduling shall be done on an individual unit basis. In the event of an individual problem related to scheduling the nurse and failing resolution, the Association will discuss any difficulties with the Nursing Unit Director. If such discussions fail to provide a satisfactory resolution, then the matter shall be reduced to a grievance and lodged at Step No. 2 of the Grievance Procedure with the Director of Nursing or designate.

- (a) Nurses on extended tours will not be required to work more than three (3) consecutive extended tours. If a nurse is required to work: four (4) consecutive tours, then she shall receive a minimum of two (2), preferably three (3) days off.
- (b) Every second (2nd) weekend will be scheduled off unless otherwise agreed upon between the Hospital and the **individual** nurse, or fifty percent (50%) of weekends (i.e., over a month, two (2) out of every four (4)) will be scheduled off if agreed upon by the Hospital and a group of nurses.
- (c) When there is a revision to the **Master** Rotation, the **effective** date of implementation of the new rotation shall not be **later** than twelve (12) weeks from the date of agreement on the schedule.
- (d) A nurse shall not normally be scheduled to change to night tour more than once in any two (2) week period .
- (e) .A nurse will receive premium pay in accordance with **Article 14.03** for all hours worked on a second (2nd) consecutive and subsequent 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 a nurse has requested weekend work: or
- iii) such weekend is worked as a result of an exchange of shifts with another nurse; or
- iv) such weekend is worked at the nurse's request in **order** to accommodate that **nurse's** vacation **requests**.

(f) The provisions (b), (c), (e), (g), and (h) of the above guidelines in D.1 apply to the extended tour.

(g) Articles D.2 and D.3 above apply to extended tours.

D.5 LEAVE OF ABSENCE: (Without Pay):

If a nurse is granted an approved leave of absence (without pay), such leave of absence will be on the basis of the scheduled tour.

D.6 ASSOCIATION LEAVE:

Should a nurse be granted Association leave in accordance with the Collective Agreement, such leave of absence will be on the basis of the scheduled tour.

D.7 Where a nurse is attending courses directly related to the **nurse's** employment at the Hospital and she is **working** an extended tour, the Nursing Manager will endeavour to schedule her for a regular tour on the day that the nurse attends her classes.

III - Implementation of Extended Tours

D.8 Where an extended tour is not **currently** in effect on a nursing unit, it shall be implemented on a trial basis, as set out **below**, subject to the **requirements** of the Employment Standards Act, where eighty-five percent (85%) of the nurses vote in favour of the extended tour by secret ballot. A **schedule** for extended tours shall be submitted to the Scheduling Committee for review.

The Scheduling Committee shall reply within one (1) month of **receipt** of the **above** material and the area shall be permitted to commence extended tours not later than three (3) months from agreement of the Scheduling Committee.

D.9 Trial Period

The changes required to effect **extended** tours will initially be for a trial period not to be less than sixteen (**16**) weeks. The program will be evaluated jointly halfway through and at the end of the trial period. It is understood that extended tours may be terminated during the sixteen (**16**) week trial period if deemed to be unsatisfactory by the parties.

D.10 Participation

All Registered Nurses, on the unit will be required to participate in extended tours for the trial period.

D.11 Suggestions and Complaints

During the trial period the **parties** agree to meet at the local level to **discuss suggestions** or complaints in an effort to resolve them. Any **problems** arising from the **required** changes to implement this trial period will be **treated** as a complaint and will be **resolved** locally.

D.12 (a) Criteria For Assessment;

For a trial period of not less than sixteen (**16**) weeks.

(b) Assessment

- To include
- Review of standard patient care
 - Medication errors
 - Incident reports
 - Absenteeism
 - Employee incidents
 - Overtime
 - Scheduling - incidents and problems incurred with relief staffing.
 - Attendance at in-service education sessions
 - Turnover rate and reasons
 - Individual evaluations
 - Tabulation of comments

D.13 Continuation or Discontinuation

Continuation or discontinuation of extended tours after the initial trial period will be based **primarily** on the results of the **joint** evaluation according to the criteria

as outlined above and secondly, based on support for continuation or discontinuation of the program by at least eight-five (85%) percent of the participating nurses as determined by secret ballot.

- D.14 Where less than eighty-five percent (85%) of the nursing staff in a particular unit vote as outlined in Article D.E1 in favour of extended tours by secret ballot, the Association may approach the Hospital and ask it to consider the implementation of a combination of 11.25 and 7.5 hour tours in a particular nursing unit.
- D.15 The President of Local 88 will be scheduled to work days Monday to Friday for the period of her/his term.
- D.16 Where nurses wish to work shifts other than those outlined in Article 13, the terms will be negotiated with the Association,, including implementation, trial period and discontinuation.

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 vacation. Requests for vacation shall not be unreasonably withheld. The Hospital will endeavour to schedule vacations as follows:
- (a) To commence on Monday, unless otherwise mutually agreed in writing;
 - (b) Vacation pay will be paid on the pay date immediately preceding the commencement date of a nurse's vacation if such payment is requested in writing at least four (4) weeks in advance of the pay date..
- E.2 (a) The Hospital shall schedule the weekend off, unless otherwise requested by the nurse involved, prior to at least one vacation period. The nurse shall indicate at the time of her vacation request, which vacation period she wishes to commence with a weekend. The Hospital will also endeavour to schedule other vacation weekends if possible and practicable.

Where a nurse schedules her vacation to commence on **a weekend** that would normally be a weekend off, then this **shall** not be counted as a weekend that the Hospital is required to schedule off before vacation.

(b) Vacation lists for June **15th** to September **15th** are to be posted **by February 1st**. Nurses will submit their request during **the** following four **(4)** week period. In the event of **conflict**, seniority shall govern. The vacation schedules shall be confirmed by April **1st**. **Any remaining** available time for vacation in prime time shall thereafter be granted on a, first come first served basis.

(c) Vacation requests for other times of the year are to be submitted at least six **(6)** weeks in advance. The Hospital agrees that it will not deny vacations where the request is received less than a month in advance, and such **request** can be **granted**.

A written reply will be given to such **request** within two **(2)** weeks of submission of such request. Once vacation has been granted, it will not **be** changed unless requested by the nurse and mutually agreed between the Hospital and the nurse.

(d) Vacation seniority lists, based on Hospital seniority will be posted on each unit by February **1st** and September **1st**. Such list shall indicate the amount of **accumulation** on the above dates.

(e) Nurses may be permitted to take four **(4)** weeks' or more vacation at one time, when such vacation is requested other than in prime time. (June **15th** to **September 15th**). When such vacation is requested during prime time, it **shall not be unreasonably** denied. For purposes' of this paragraph, nurses **shall not be** required to **take** vacation only when they are scheduled for day shift.

(f) **Nurses** shall not **be** required to change! from their normal schedule in order to cover shift **work** of other nurses who may be on vacation except under **extreme** circumstances. Vacation can be scheduled **at any** time of the year regardless of whether the nurse is **scheduled** to work: evenings or nights.

E . 3

Nurses may accumulate vacation credits to a maximum of **eighteen (18)** months' credit. **Normally** 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. However, the Hospital will give consideration to special requests.

- E.4 Where a nursing unit is temporarily closed, nurses with not more than twelve (12) months accumulated vacation credits **will not be required to utilize** vacation credits before being granted a leave of absence without pay.
- E.5 Nurses shall be permitted to have an advance **borrowing** of five (5) **days'** vacation credit. Should a nurse leave prior to earning those credits, then the Hospital is **authorized** for all purposes including for purposes of the **Employment Standards Act**, and Regulations thereunder, to **make** deductions from the nurse's outstanding wages for those credit:; not yet earned.

ARTICLE F - PAID HOLIDAYS

- F.1
- | | |
|--------------------------|-----------------------|
| New Year's Day | Labour Day |
| Third Monday in February | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Remembrance Day |
| Civic Holiday | Second Monday in June |
- F.2 A nurse will receive a lieu day off without loss of regular earnings to be granted at a mutually agreeable time, within ninety (90) days of the date of the holiday.
- F.3 The Hospital will 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, unless otherwise **requested** by the nurse and agreed to by the Hospital. Conversely, the Hospital **will** 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**. The Hospital, trill schedule the lieu day in conjunction with a weekend **off**, with a view to scheduling equitably three (3) day weekend periods off, unless otherwise requested by the nurse and agreed to by **the** Hospital.
- F.4 Nurses **required** to standby on a holiday and entitled to a lieu day shall receive the lieu day off with pay at a mutually agreeable time.

- F.5 Where an Article **refers** to mutually **agreeable** time, it is understood this will only occur after conferring with the nurse or as determined in consultation with the staff on a particular unit.
- F.6 The Hospital will not schedule lieu days as single days nor schedule lieu days as days off for purposes of tour changes, unless otherwise **requested** by the nurse and agreed to by the Hospital.
- F.7 The Hospital will attempt to schedule paid holidays off on an equitable basis.
- F.8 For the purpose of this Article a nurse will be considered to have worked on a paid **holiday** if the **majority** of hours worked on a tour fall within the paid holiday.
- F.9 Nurses will receive pay for his/her lieu day when it is **taken**. This will commence with the first **pay** period in August, 1992.

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**. All such notices **must** be signed by a member of the **Association Executive** and submitted to the Director of Personnel for approval prior to being posted. Such approval shall not be **unreasonably** withheld.

A R T I - SICK LEAVE H

- H.1 A medical certificate is normally **required** for all illness of five (5) **days'** duration or more.
- H.2 Nurses may be **required** to provide a medical certificate for proof of illness at the request of the Hospital. Such **request** shall be made prior to a nurse's return to work, and any **requests** will be **administered** in a reasonable fashion.
- H.3 **The** Hospital shall bear all costs for medical certificates if requested outside the requirements of this section. Proof of payment may be required.

ARTICLE I - SENIORITY LIST

I.1 A copy of the seniority list will be filed with the Association in February, June and November.

ARTICLE J - GENERAL

J.1 Where a nurse is granted an extended leave of absence, the Hospital agrees that the nurse may submit postdated cheques for payment of benefits while she is on **leave** of absence.

J.2 Upon request by the nurse in writing, the Hospital will notify nurses on extended leaves of absence, Workers' Compensation, maternity leave and long-term disability, in writing, within two **(2)** weeks of the request, of the cost to be paid by the nurse to maintain **her** benefits.

J.3 Where there are pay errors equal **to** or greater than two **(2)** regular shifts caused by the Employer, nurses will be reimbursed within two **(2)** business days through a manual payroll advance, which shall be subsequently reconciled as required, with the nurse's next regular **pay**. Such request is to be submitted through Nursing Unit Director **or** designate.

J.4 The Hospital will notify the President of Local **88** of the following by the **15th** of **each** month:

(a) The nurse, date and type of injury for each **ONA** member unable to work due to work related injury.

(b) Current listing of **ONA** members on a rehabilitative return to work: program (recovery program).

J.5 When it has been medically determined that an employee is unable to return to the full duties of her position due **to** a disability, the Hospital **will** notify and meet with a staff representative of the **Ontario Nurses' Association** and a member of the Local Executive to discuss the **circumstances** surrounding the employee's return to **suitable** work.

J.6 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 **at** the same time as it is sent to the Board.

J.7 The Employer will notify the Union in writing of any nurse who has been physically assaulted in the line of

work by forwarding a copy of the applicable incident report within forty-eight (48) hours of completion or as soon as is practicably possible.

A R T I C L E 20.01 - JOB SHARING -

K.1 If the Hospital **agrees** to a job-sharing arrangement pursuant to Article 20.01 of the Central Agreement, the following **conditions** shall apply unless otherwise agreed to by the parties:

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Total hours worked by the job sharer shall **equal** one (1) full-time position. The division of these hours on the schedule shall **be** determined by mutual agreement between the two (2) nurses and the Nursing Manager of **the** Unit.
3. The above schedules shall conform with the scheduling provisions of the Full-Time Collective Agreement.
4. Each job sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
5. The job sharers involved will have the right to determine which partner works **on** scheduled paid **holidays** and job sharers shall only be **required** to work the number of paid holidays that a **full-time** nurse would be required to work.
6. Coverage
 - (a) It is expected that both job sharers will cover each **other's** incidental illnesses. If, because of unavoidable **circumstances**, one cannot cover the other, the unit supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) Vacation, Maternity Leave, and other leaves pursuant to Article 11 of the Central Full-Time and Part-Time Agreements:

In **the** event that one member of the job-sharing **arrangement goes** on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be **prepared** to cover the leave of absence as much as possible.

Implementation

7. Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both **job-sharing** positions will be posted and selection will be based on the criteria set out in the Collective Agreements.
8. Any incumbent full--time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the **job-sharing** position will be posted and selection will be made on the criteria set out in the Collective **Agreement**.
9. If one of the job **sharers leaves** the arrangement, her position will be posted. If there is no successful **applicant** to the position, the shared **position must** revert to a full-time position. The remaining nurse will have the option of continuing the full-time position or reverting to a part-time position for **which she is qualified**. If she does not continue full-time, the position must be posted in accordance with the Collective Agreement,

Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss **the** discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE L - PREPAID LEAVE

- L.1 On units with less than twenty (20) nurses no more than one (1) nurse will be absent on prepaid leave at any one time.
- L.2 On units with twenty (20) to forty (40) nurses, no more than two (2) nurses will be absent on prepaid leave at any one time.
- L.3 On units with forty-one (41) to sixty (60) nurses, no more than three (3) nurses will be absent on prepaid leave at any one time.
- L.4 On units with more than sixty (60) nurses, no more than four (4) nurses will be absent on prepaid leave at any one time.

The Hospital will consider additional requests for prepaid leave beyond the above levels.

The parties agree that the number of nurses on a unit will be calculated as the number of full-time and regular part-time nurses on the unit at September 1st of the year of the application for prepaid leave.

DATED AT Toronto, Ontario this 2nd day of Sept, 1992.

FOR THE EMPLOYER

[Signature]
W.A. Maloff

FOR THE UNION

[Signature]
Lorraine Harper
P. Giroux
C. Keegan

Letter of Understanding

between

Sunnybrook Health Sciences Centre

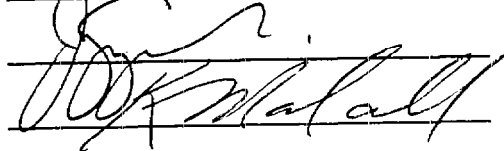
and

Ontario Nurses' Association

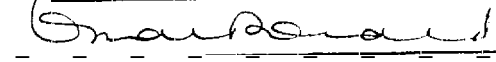
The Hospital **will** provide for reasonable reimbursement cost where a **nurse** incurs damage to her uniform or associated personal **property** due to patient actions beyond **her** control. Not applicable with **negligence**, loss or normal wear and tear.

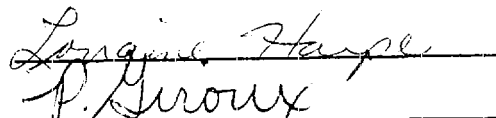
DATED AT Toronto, Ontario *this 2nd* day of *Sept*, 1992.

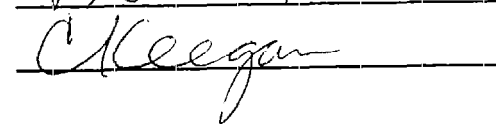
FOR THE EMPLOYER



FOR THE UNION







Letter of Understanding

between

Sunnybrook Health Sciences Centre

and

Ontario Nurses' Association

The parties will meet to review the results of the feasibility study of **scheduling** one permanent day shift for full-time staff nurses on every unit over the term of the Collective Agreement. The scheduling committee will be involved in examining the current master schedules related to this, matter.

DATED AT Toronto, Ontario this *2nd* day of *Sept*, 1992.

FOR THE EMPLOYER

[Signature]

[Signature]

FOR THE UNION

[Signature]

[Signature]

[Signature]

[Signature]

Letter of Understanding

between

Sunnybrook Health Sciences Centre

and

Ontario Nurses' Association

The parties **have** agreed to the following terms for implementation of ten hour tours.

The Hospital will agree to implement **rotation** of ten (10) hour tours in **Hemodialysis** and **PACU** when:

- (1) Eighty percent (80%) of the nurses in the unit so indicated by secret ballot, and
- (2) The Hospital agrees to implement the ten (10) hour **rotation**, such agreement shall not be withheld in an unreasonable or arbitrary manner.

The ten (10) hour tour; may be discontinued in the units when sixty percent (60%) of the nurses in the unit so indicate by secret ballot.

When notice of discontinuation is given by either party in accordance with the above, then:

- i) the parties shall meet within two (2) weeks of the giving of **notice** to review the request for the discontinuation: and
- ii) where it is determined that the ten (10) hour tour **will** be discontinued, affected nurses shall be given six (6) weeks' notice before the schedules are so (amended).

The parties agree that **all** the terms of the Collective Agreement as outlined in the Central Document and Local. Provisions shall **apply**, save and except those provisions modified by this Letter of Understanding.

The current Collective Agreement shall be amended to specifically reflect the ten (10) hour tours as **follows**:

(1) Hours of Work

- (a) For nurses working ten (10) hour tours, a regular tour shall be 9.375 consecutive hours in any **twenty-**

four hour (24) period, exclusive of a total of thirty-seven and one-half (37½) minutes unpaid meal time.

- (b) Nurses shall be entitled/, subject to the exigencies of patient care, to relief periods during the tour of a total of thirty-seven and one-half (37½) minutes.

For the purposes of payment as referred to in Article 13.01(d), the meal period on the night tour shall be scheduled during the first five hours of the tour.

(2) Shift Premium

Nurses working ten (10) hour tours shall be paid shift premium for all hours worked between 1500 and 0700 hours.

(3) Overtime (Article 14)

For nurses working ten (10) hour tours, overtime shall be paid at the rate of time and one-half (1½) the nurse's regular straight time hourly rate for all work performed in excess of 9.375 paid hours in a twenty-four hour period., it being understood 'that at the change of tour, there will normally be additional time required for reporting, which shall be considered as part of the normal daily tour, for a period of fifteen minutes duration. Should the reporting time extend beyond fifteen minutes, however, the entire period shall be considered overtime for the purposes of payment under Article 14.

(4) Reid days

A nurse working the ten (10) hour tour shall be paid as per Article 15, noting that nurse is working ten (10) hours shall receive twelve (12) days off to consist of seven and one-half (7.5) hours each.

(5) Vacations!

Vacation entitlement for nurses working ten (10) hour tours **shall** be converted as follows:

Current Week Entitlement

<u>Current Week. Entitlement.</u>	<u>Working Days O f f - -</u>	<u>Equivalent Paid Hours</u>
3	12	112.5
4	16	150.0
5	20	187.5
6	24	225.0

(6) Scheduling

The following scheduling objectives contained in the Collective Agreement shall apply to all nurses working ten (10) hour tours as follows:

1. Nurses shall not be scheduled to work: more than four (4) consecutive 9.375 hour tours. Should a nurse work more than four (4) consecutive tours, she shall be paid in accordance with Article 14.03 for all hours worked on the fifth (5th) and subsequent tours until time off is scheduled.
2. At least 14.625 hours time off will be scheduled between tours.
3. (a) Every second (2nd) weekend will be scheduled off unless otherwise agreed upon between the Hospital and the individual nurse, or fifty (50%) percent of weekends (ie. over a month, two (2) out of every (4)) will be scheduled off if agreed upon by the Hospital and a group of nurses.

(b) A nurse will receive premium pay in accordance with Article 14.03 for all hours worked on a second (2nd) consecutive and subsequent 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 a nurse has requested **weekend** work;
or
 - iii) such weekend is worked as a **result** of an exchange of **shifts** with another nurse; or
 - iv) such weekend is worked at *the nurse's request in order to accommodate that nurse's vacation **requests**.
4. Schedules **will** be posted two (2) weeks in advance for a four week period.
 5. Scheduling objectives may be waived between December 15 and January 15, so that **all** nurses **shall** receive at least **five(5)** consecutive days off which shall include either December 24, 25, 26 or December 31, January 1. This provision **shall** not apply to any area where nurses normally work Monday to **Friday** or are not normally scheduled to work on a paid holiday.
 6. **Requests** for changes in posted time schedules must be submitted in writing and co-signed by a nurse willing to exchange days off or work **tours**.

(7) Responsibility

A nurse on a ten (10) hour tour, who is temporarily assigned by the Hospital to carry out the assigned responsibilities of a higher classification (**whether or** not such classification is **included** in the bargaining unit) **for** a period of one (1) full tour or more, at times when the incumbent in any such classification would **otherwise** be working, shall be paid a premium of one dollar and twenty cents (**\$1.20**) per hour for such duty in addition to her regular salary. The Hospital agrees that it **will** not make work assignments which **will** violated the purpose and intent of this provision.

(8) Group, or Team Leader

Whenever a nurse on ten (10) hour tours is assigned additional responsibility to direct, supervise or oversee **work** of nurses and/or be assigned **overall** responsibility **for** patient care on the unit, ward, or area, for tour of duty, she shall be paid a premium of sixty cents (**60¢**) **per** hour in addition to her regular salary and applicable **premium** allowance.

(9) Bereavement v e

For **the** nurses on ten (10) hour tours, reference to days under this article **shall** mean three (3) days comprised of 9.375 paid hours.

(10) Sick Leave and Long Term Disability

Sick leave is provided for in Article 12 shall be as follows:

75 days of 9.37 hours = 562.5 hours.

In accordance with the HOODIP Plan, short term coverage will be sixty (60) ten (10) hour tours. Sick time utilization shall be based on the number of hours absent according to the work schedule.

(11) A nurse on ten (10) hour tours who reports for work as scheduled, unless otherwise notified by the Hospital, shall receive a minimum of four (4) hours' pay at her regular straight time hourly rate. She shall be **required** to perform any nursing duties **assigned** by the Hospital, which she is capable of doing, if her regular duties are not available.

(12) A nurse who is working ten (10) hour tours, and who has completed her regularly scheduled **tour** and left the Hospital, and is called in to work outside her regularly scheduled working hours, or where a nurse is called back from stand-by, she shall receive time and one-half (1½) her regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1½) her **regular** straight. time hourly rate except to the **extent** that such four hour period overlaps or extends into **her regularly** scheduled **shift**. In such a case, she **will** receive time and **one-half** (1½) her **regular** straight time hourly rate for **actual** hours worked up to the commencement of her **scheduled** shift.

(13) Probationary Period

The probationary period for nurses working ten (10) hour tours shall consist of forty-eight (48) tours worked, which shall consist of 9.375 paid hours.

(14) Weekend Premium

A **nurse** working ten (10) hour tours shall be paid the applicable weekend premium for each hour worked between

2400 hours **Friday** and 2400 hours **Sunday**. If a nurse is receiving premium payment under Article 14.03, pursuant to **Scheduling** Regulations with respect to consecutive weekends worked, she will not receive weekend premium under this provision.

(15) Article 19 - Compensation

Nurses on ten (10) hour tours shall continue to be paid at the **appropriate** hourly equivalent rate **for** all regular **hours** worked. Nurses shall receive their anniversary **increases** in accordance with **Article 19.06** of the Central Collective Agreement.

DATED AT Toronto, Ontario this *2nd* day of *Sept*, 199*7*.

FOR THE EMPLOYER

[Signature]

[Signature]

FOR THE UNION

[Signature]

[Signature]

[Signature]

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