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**COLLECTIVE AGREEMENT**

Between

**SUNNYBROOK HEALTH  
SCIENCE CENTRE**

and

**ONTARIO NURSES'  
ASSOCIATION  
LOCAL 88**

COMBINED

Expiry: March 31, 1988

## TABLE OF CONTENTS

| <b>Article</b>  | <b>Page</b> |
|---|-------------|
| APPENDIX 3  | 3           |
| APPENDIX 4  | 4           |
| EDUCATIONAL BONUS FULL TIME and PART TIME                           | 5           |
| APPENDIX 5  | 6           |
| ARTICLE A - RECOGNITION   | 6           |
| ARTICLE B - RESERVATION AND CONFIRMATION OF<br>MANAGEMENT FUNCTIONS | 6           |
| ARTICLE C - COMMITTEES AND REPRESENTATIVES                          | 7           |
| ARTICLE D - SCHEDULING / HOURS OF WORK                              | 8           |
| ARTICLE E - VACATIONS   | 19          |
| ARTICLE F - PAID HOLIDAYS   | 21          |
| ARTICLE G - BULLETIN BOARDS   | 22          |
| ARTICLE H - SICK LEAVE and MEDICAL CERTIFICATES                     | 22          |
| ARTICLE I - SENIORITY LIST  | 23          |
| ARTICLE J - GENERAL   | 23          |
| ARTICLE K - JOB SHARING   | 24          |
| ARTICLE L - LEAVES OF ABSENCE and<br>PREPAID LEAVE PLAN             | 25          |
| ARTICLE M - STAFF ABUSE AND VIOLENCE                                | 25          |
| Letter of Understanding   | 33          |
| Letter of Understanding   | 34          |
| Letter of Understanding   | 35          |
| Letter of Understanding   | 36          |

**APPENDIX 3**

**APPENDIX 4**

**INFECTION CONTROL**

|       | Effective Jan. 1, 1996 |         | Effective Jan. 1, 1998 |         |
|-------|------------------------|---------|------------------------|---------|
|       | Hourly                 | Monthly | Hourly                 | Monthly |
| Start | 19.38                  | 3148.57 | 19.76                  | 3211.54 |
| 1 YR  | 20.34                  | 3304.62 | 20.74                  | 3370.71 |
| 2 YRS | 21.13                  | 3434.16 | 21.55                  | 3502.84 |
| 3 YRS | 22.20                  | 3607.83 | 22.64                  | 3679.99 |
| 4 YRS | 23.27                  | 3781.41 | 23.73                  | 3857.04 |
| 5 YRS | 24.34                  | 3955.11 | 24.83                  | 4034.21 |
| 6 YRS | 25.68                  | 4172.48 | 26.19                  | 4255.93 |
| 7 YRS | 27.03                  | 4391.78 | 27.57                  | 4479.62 |
| 8 YRS | 28.40                  | 4614.38 | 28.87                  | 4706.68 |
| 9 YRS | 29.78                  | 4839.07 | 30.38                  | 4935.86 |

**CHARGE NURSE**

|       | Effective Jan. 1, 1996 |         | Effective Jan. 1, 1998 |         |
|-------|------------------------|---------|------------------------|---------|
|       | Hourly                 | Monthly | Hourly                 | Monthly |
| Start | 18.54                  | 3012.98 | 18.91                  | 3073.24 |
| 1 YR  | 19.52                  | 3171.85 | 19.91                  | 3235.29 |
| 2 YRS | 20.25                  | 3290.39 | 20.66                  | 3356.20 |
| 3 YRS | 21.29                  | 3459.22 | 21.72                  | 3528.40 |
| 4 YRS | 22.35                  | 3631.47 | 22.80                  | 3704.10 |
| 5 YRS | 23.37                  | 3798.15 | 23.84                  | 3874.11 |
| 6 YRS | 24.70                  | 4013.22 | 25.19                  | 4093.48 |
| 7 YRS | 26.01                  | 4226.46 | 26.53                  | 4310.99 |
| 8 YRS | 27.33                  | 4440.49 | 27.88                  | 4529.30 |
| 9 YRS | 28.66                  | 4656.77 | 29.23                  | 4749.91 |

**RN PENDING**

|       | Effective Jan. 1, 1996 |         | Effective Jan. 1, 1998 |         |
|-------|------------------------|---------|------------------------|---------|
|       | Hourly                 | Monthly | Hourly                 | Monthly |
| Start | 17.53                  | 2848.47 | 17.88                  | 2905.44 |

**SUNNYBROOK HEALTH SCIENCES CENTRE**

**SICK LEAVE PLAN IN EXISTENCE PRIOR TO NOVEMBER 1, 1981 (FULL TIME ONLY)**

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

- (a) Sick leave will be allowed for sickness for employees after completion of their probationary period on the basis of one-and-one-half (1.5) 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 employee's probationary period. Should the employee remain in the employment of the Hospital her or his entitlement shall be back to the last date of hire.
- (c) All unused sick leave may be accumulated to the credit of the employee to a maximum of one hundred and twenty (120) days.
- (d) The employee may be required to produce proof of sickness for any absence in the form of a medical certificate.
- (e) Employees 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 an employee during a period of vacation or leave of absence. The Hospital will give consideration to rescheduling an employee's vacation in the event that the employee is hospitalized during her or his vacation and such time shall be counted as sick leave.

An employee 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 or his employment with the Hospital has remained unbroken since the time of full-time service.

**SUNNYBROOK HEALTH SCIENCES CENTRE**

**EDUCATIONAL BONUS  
FULL TIME AND PART TIME**

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1. An employee who successfully completes a post-graduate course in her or his 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. An employee who successfully completes a Bachelor's Degree in Nursing which is recognized from an accredited university will be advanced one step on the salary grid. This bonus is not to be pyramided.
3. (i) Such payments will be effective from the date on which the employee presents to her or his Patient Care Manager proof of successful completion of the post-graduate course:  
  
(ii) It is understood that where the part-time employee has no earnings for any monthly period, the education allowance for that period will not be payable.

**APPENDIX 5**

**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")**

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**ARTICLE A - RECOGNITION**

**A.1 Full Time**

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.

**Part Time**

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 for not more than twenty-four (24) hours per week, save and except Nursing Managers, persons above the rank of Nursing Managers, and persons classified as in-service instructors and Nurse Clinicians.

- A.2** The word "employees" when used throughout this Agreement shall mean registered and Graduate Nurses included in the above described bargaining unit.

**ARTICLE B - RESERVATION AND CONTINUATION OF  
MANAGEMENT FUNCTIONS**

- B.1** The Union 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 Union 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 Employees, 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 employees.
- 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 Union Representatives  
The Hospital recognizes the union's right to represent its members. There will be a union representative recognized from each area where members work. There will be no more than one representative from each area.
  - C.2 Negotiating Committee  
There shall be up to five (5) full time employees and five (5) part time employees on a Negotiating Committee.
  - C.3 Grievance Committee  
There shall be up to three (3) Employees on a Grievance Committee.
  - C.4 Union-Hospital Committee  
There shall be up to five (5) representatives of each of the parties on the Union-Hospital Committee. Replies to problems raised will be given by the next scheduled meeting.
  - C.5 SCHEDULING COMMITTEE  
There shall be up to five (5) representatives of the Hospital and five (5) representatives of the Union on the Scheduling Committee.

- C.6 A representative of the Union will meet at a mutually agreeable time with a newly hired employee during the course of orientation. The time of the interview will be included in each hour of the time of the interview. The Hospital will notify the Union in writing, stating the time of the interview and of the number of employees expected to attend at the time of their orientation or documentation.
- ARTICLE D - SCHEDULING / HOURS OF WORK**
- D.1 The President of Local 88 will be scheduled to work three (3) days a week for the period of his or her term.
  - D.2 On completion of his or her term of office, the President shall report to his or her previous position on the succeeding unit.
  - D.3 Where employees work to work shifts other than those outlined in Article 1.1, the terms will be negotiated with the Union, including regular, overtime, shift and distribution.
  - D.4 **Seniority, Transfer and Estimated Lines**  
The Scheduling Committee shall meet to discuss and provide status very regularly for the development and reports of seniority and estimated lines. It is understood that seniority and estimated lines or work will proceed through the Scheduling Committee.
  - D.5 Scheduling shall be done on an individual unit basis. In the event of an individual problem related to scheduling the employee and taking into account, the Union will discuss any difficulties with the Patient Care Manager. If such discussion fails to provide a satisfactory resolution, the matter shall be referred to a grievance and subject to Step No. 7 of the Grievance Procedure with the Director of Operations or Assistant Director of Operations.
  - D.6 It is understood that all full-time and regular part-time employees shall be on a master schedule.
  - D.7 All master schedules shall be filed with the Scheduling Committee once every twelve months. Specific master schedules shall be subject to the discretion of the Scheduling Committee.
  - D.8 Where there is a review to the Master Schedule, the effective date of implementation of the new schedule shall not be earlier than twelve (12) months from the date that it was first posted for review by the employees. The master (12M) through seven (7M) weeks prior to implementation shall be for input and comments by the affected employees, and be processed through the Scheduling Committee. The same (12M) through five (5M) weeks prior to implementation represent the normal posting period.

An employee 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 possible.

A nurse will be scheduled to work at either Christmas or New Year's season unless she requests to work both. (applies to part time only)

The Patient Care Manager will canvass preferences for time off at Christmas or New Year's from September 15 to October 15 prior to posting the schedule for that period. In cases of conflict where employees request the same holiday period off, seniority shall govern.

Employees who have not indicated their preference by the stated deadline will have their time off assigned at the discretion of the Hospital.

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

#### Regular Part Time

The Hospital will distribute extra shifts amongst regular part-time employees within each unit. This will be determined on the basis of seniority for those employees who have indicated four weeks in advance their availability for each six week schedule. Remaining available extra shifts will then be offered to casuals on the basis of seniority, who have indicated four weeks in advance their availability for each six week schedule.

#### Weekend Premium

For the purpose of paying the weekend premium of \$1.35 per hour referred to in article 14 of the central collective agreement, the weekend is defined as commencing at 23:30 hours Friday and concluding forty-eight (48) hours later on Sunday at 23:30 hours. This clause does not apply to what is considered the definition of a weekend for the purpose of scheduling time off on weekends.

#### D.4 Regular Tours - Full Time

(a) 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 an Employee works on a permanent tour.

At least two (2) weekends off in every four (4) consecutive weekend periods. This clause is not to be construed as the maximum allocation for weekends off, and where possible, employees will receive as many weekends off as staffing permits, and where she or he receives additional weekends, the definition may not apply to either those Employees that rotate or work permanent tours.

An Employee will receive premium payment in accordance with Article 14 (3) for all hours worked on any weekend scheduled in excess of two (2) weekends in every four (4) consecutive weekends, save and except where:

- (1) Such weekend has been worked by the Employee to satisfy specific days off requested by such Employee, or
  - (2) Such Employee has requested weekend work, or
  - (3) Such weekend is worked as a result of an exchange of shifts with another Employee, or
  - (4) Such weekend is worked at the Employer's request in order to accommodate that Employer's vacation request.
- (b) Schedules will be posted no less than six (6) weeks in advance
- (c) No split tours.
- (6) An employee 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.
- (7) i) Employees will not normally be scheduled to work more than seven (7) consecutive days. Whenever possible, single tours on duty will not be scheduled. Where possible, schedules with less than seven (7) consecutive tours will be implemented and where seven (7) consecutive tours are required, every attempt will be made to schedule a change in tour midway through the seven (7) consecutive tours. Approval for these schedules will not be unreasonably withheld. An employee 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.
- ii) Where an employee is scheduled to work more than seven (7) days in a row, she or he will be paid at premium rates for the eighth (8th) and subsequent day until a day off is scheduled.
- iii) Regular Part-Time employees shall not normally be scheduled to work more than four (4) consecutive tours, unless agreed otherwise by the employee.
- (7) Full Time  
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.

- (g) An employee 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) For employees who rotate regularly within a Unit, the Hospital will normally schedule evening and night tours of duty equitably.
- (i) An employee shall not normally be scheduled to change to night/evening tour more than once in any two (2) week period unless agreed to by the individual employee in writing and approved by the scheduling committee.
- (j) Employees may request that they be scheduled to work either permanent nights or evenings. Requests will not be unreasonably denied. The Hospital may schedule an employee at a mutually agreeable time to work no more than two (2) weeks of day tours for performance review.
- (k) Part time  
An employee will be scheduled a minimum of two (2) consecutive days off after working scheduled night tours.
- (l) Casual part-time employees will advise their Patient Care Manager of the dates and tours for which she or he may be available to work for a period of four (4) weeks in advance of the six week schedule.

#### D.5 Regular Tours Only

The parties recognize the principle of scheduling so that the number of shifts (E/N) worked does not exceed the number of day shifts worked unless mutually agreed to by the employee and their Patient Care Manager. The parties recognize that:

- (a) Days off will not be counted as days worked
- (b) In areas where there is a master schedule the achievement of this principle will be over the length of the master schedule
- (c) This principle applies on an individual employee basis.
- (d) The achievement of this principle will be influenced by paid holidays, nursing coverage, cost to the Hospital and other relevant factors.

#### D.6 II - Extended Tours

- (a) Employees on extended tours will not be required to work more than three (3) consecutive extended tours. If an employee is required to work four (4) consecutive tours, then she or he shall receive a minimum of two (2), preferably three (3) days off.

- (b) Full time  
Every second (2nd) weekend will be scheduled all unless otherwise agreed upon between the Hospital and the individual employee, or fifty percent (50%) of weekends (i.e. over a month, two (2) out of every four (4)) will be scheduled if agreed upon by the Hospital and a group of employees.
- (c) An employee shall not normally be scheduled to change to night tour more than once in any two (2) week period.
- (d) An employee 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 employee to satisfy specific days off requested by such employee; or
  - ii) such an employee has requested weekend work; or
  - iii) such weekend is worked as a result of an exchange of shifts with another employee; or
  - iv) such weekend is worked at the employer's request in order to accommodate that employer's medical requests.
- (e) 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:
  - i) Days off will not be counted as days worked
  - ii) 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.
  - iii) This principle applies on an individual staff nurse basis.
  - iv) The achievement of this principle will be influenced by paid holidays, nursing coverage, cost to the Hospital and other relevant factors.
- (f) The provisions (b), (c), (d), (ii), (iii), (iv) and (v) of the above guidelines in D.4 apply to the extended 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.

**D.8 III - Implementation of Extended Tours**

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 employees 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 eighty-five (85%) percent of the participating employees 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 8.8 in favour of extended tours by secret ballot, the Union may approach the Hospital and ask it to consider the implementation of a combination of 11.25 and 7.5 hour tours at a particular nursing unit.

**D.15 Ten (10) Hour Tours**

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

**(1) Implementation**

- a) When eighty-five percent (85%) of the employees in the unit so indicate by secret ballot, and
- b) The Hospital agrees to implement the ten (10) hour rotation, such agreement shall not be withheld in an unreasonable or arbitrary manner.

**(2) Trial Period**

The changes required to effect ten (10) hour 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 ten (10) hour tours may be terminated during the sixteen (16) week trial period if deemed to be unsatisfactory by the parties.

**(3) Discontinuation**

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

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

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



**(4) Hours of Work**

- (a) For employees 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 (37 1/2) minutes unpaid mealtime.
- (b) Employees 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 (37 1/2) 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.

**(5) Shift Premium**

Employees working ten (10) hour tours shall be paid shift premium for all hours worked between 1530 and 0730 hours.

**(6) Overtime (Article 14)**

For employees working ten (10) hour tours, overtime shall be paid at the rate of time and one-half (1 1/2) the employee'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.

**(7) Paid Holidays**

An employee working the ten (10) hour tour shall be paid as per Article 15, noting that the employee working ten (10) hours shall receive twelve (12) days off to consist of seven and one-half (7.5) hours each (applies to full-time only).

**(8) Vacations**

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

| CURRENT WEEK ENTITLEMENT |                  |                       |
|--------------------------|------------------|-----------------------|
| Current Week Entitlement | Working Days off | Equivalent Paid Hours |
| 3                        | 12               | 112.5                 |
| 4                        | 16               | 150.0                 |
| 5                        | 20               | 187.5                 |
| 6                        | 24               | 225.0                 |

(equivalent paid hours applies to full-time only).

**(9) Scheduling Objectives**

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

1. Employees shall not be scheduled to work more than four (4) consecutive 9.375 hour tours. Should an employee work more than four (4) consecutive tours, she or he shall be paid in accordance with Article 14.83 for all hours worked on the 5th (5th) and subsequent tours until time off is scheduled.
2. At least 14.625 hours time off will be scheduled between tours.
3. 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 an Employee works on a permanent tour.

(a) Every second (2nd) weekend will be scheduled off unless otherwise agreed upon between the Hospital and the individual employee, or fifty (50%) percent of weekends (i.e. over a month, two (2) out of every (4)) will be scheduled off if agreed upon by the Hospital and a group of employees (applies to full time only)

(b) An employee will receive premium pay in accordance with Article 14.83 for all hours worked on a second (2nd) consecutive and subsequent weekend (applies to full time only)

A nurse will receive premium payment in accordance with Article 14.83 for all hours worked on any weekend scheduled in excess of two (2) weekends in every four (4) consecutive weekend periods (applies to part time only)

save and except where:

4. such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
5. such an employee has requested weekend work; or
6. such weekend is worked as a result of an exchange of shifts with another employee; or
7. such weekend is worked at the employer's request in order to accommodate that employer's vacation requests.

4. Schedules will be posted no less than six weeks in advance of the start date of the *new* schedule.
5. Scheduling objectives may be waived between December 15 and January 15, so that all employees 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 employees normally work Monday to Friday or are not normally scheduled to work on a paid holiday.

The Patient Care Manager will canvass preferences for time off at Christmas or New Year's from September 15 to October 15 prior to posting the schedule for that period. In cases of conflict where employees request the same holiday period off, seniority shall govern.

Employees who have not indicated their preference by the stated deadline will have their time off assigned at the discretion of the Hospital.

6. Requests for changes in posted time schedules must be submitted in writing and co-signed by an employee "ID \_\_\_\_\_" days off or tours, and requests will not be unreasonably denied.

**(10) Responsibility Allowance**

An employee 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, 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 or his regular salary. The Hospital agrees that it will not make work assignments which will violate the purpose and intent of this provision.

**(11) Group or Team Leader**

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

**(12) Recalculation Leave**

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

**(13) Full Time**

**Sick Leave and Leave Time Available**

Sick leave as provided for in Article 12 shall be as follows: 75 days 9.375 hours = 562.5 hours.

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

- (14) An employee 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 or his regular straight time hourly rate. She or he shall be required to perform any nursing duties assigned by the Hospital, which she or he is capable of doing, if her or his regular duties are not available.

- (15) An employee who is working ten (10) hour tours, and who has completed her or his regularly scheduled tour and left the Hospital, and is called in to work outside her or his regularly scheduled working hours, or where an employee is called back from stand-by, she or he shall receive time and one-half (1 1/2) her or his regular straight time hourly rate for all hours worked with a minimum guarantee of four (4) hours' pay at time and one-half (1 1/2) her or his regular straight time hourly rate except to the extent that such four hour period overlaps or extends into her or his regularly scheduled shift. In such a case, she or he will receive time and one-half (1 1/2) her or his regular straight time hourly rate for actual hours worked up to the commencement of her or his scheduled shift.

**(16) Probationary Period**

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

**(17) Weekend Premium**

For the purpose of paying the weekend premium of \$1.35 per hour referred to in article 14 of the current collective agreement, the weekend is defined as commencing at 23:30 hours Friday and concluding forty-eight (48) hours later on Sunday at 23:30 hours. This clause does not apply to what is considered the definition of a weekend for the purpose of scheduling time off on weekends.

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

D. 16 Part Time  
Four Hour Tours

1. No part-time employee will be required to work four (4) hour tours without her or his consent
2. A four (4) hour tour will consist of four (4) paid hours which shall be inclusive of one (1) fifteen (15) minute paid meal break.

Where an employee is scheduled to work less than a scheduled tour (7.5 hours), Article D in its entirety applies except as amended by the following:

1. No part-time employee will be required to work less than 7.5 hour tours without her or his consent.
2. The Hospital will endeavor to keep the number of tours comprised of less than 7.5 hours to a minimum.
3. Employees working shifts comprised of less than 7.5 hours shall be granted a paid rest period.
4. No part-time employee will be scheduled fully on tours which are comprised of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee.

ARTICLE E - VACATIONS

E. 1 Full Time

It is understood and agreed that the Hospital will give every consideration to the employees' 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 endeavor 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 an employee's vacation or 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 employee involved, prior to at least one vacation period. The employee shall indicate at the time of her or his vacation request, which vacation period she or he wishes to commence with a weekend. The Hospital will also endeavor to schedule other vacation weekends if possible and practicable.

Where an employee schedules her or his 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 lets for June 15th to September 15th are to be posted by February 1st. Employees will submit their request during the following four (4) week period. In the event of conflict, seniority shall govern. The vacation schedule 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 employee and mutually agreed between the Hospital and the employee.

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

- (e) Employees 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 automatically denied. For purposes of this paragraph, employees shall not be required to take vacation only when they are scheduled for day shift.

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

- E.3 Employees may accumulate vacation credits to a maximum of eighteen (18) months' credit. Normally an employee will not be permitted to take any vacation until she or he 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, employees 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 Employees shall be permitted to have an advance borrowing of five (5) days' vacation credit. Should an employee 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 employee's outstanding wages for those credits not yet earned.
- E.6 Part Time  
Part-time employees shall receive vacation as follows:
- |                          |                  |
|--------------------------|------------------|
| Less than 600 paid tours | - 3 weeks' leave |
| 600 - 4000 paid tours    | - 4 weeks' leave |
| 4000 or more paid tours  | - 5 weeks' leave |

#### ARTICLE F - PAID HOLIDAYS

- |     |  |   |
|-----|--|---|
| F.1 | New Year's Day<br>Third Monday in February<br>Good Friday<br>Victoria Day<br>Canada Day<br>Civic Holiday | Labour Day<br>Thanksgiving Day<br>Christmas Day<br>Boxing Day<br>Remembrance Day<br>Second Monday in June |
|-----|--|---|
- F.2 Full Time  
An employee 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 (a) The Hospital will schedule a holiday designated for a Friday or a Monday to be an off day for an employee scheduled to be off on the adjacent Saturday and Sunday, unless otherwise requested by the employee 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 an employee scheduled to work on the adjacent Saturday and Sunday.
- (b) Full Time  
The Hospital, will 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 employee and agreed to by the Hospital.
- F.4 Full Time  
Employees 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 Full Time  
Where an Article refers to mutually agreeable time, it is understood this will only occur after consulting with the employee or as determined in consultation with the staff on a particular unit.
- F.6 Full Time  
The Hospital will not schedule two days as single days nor schedule two days as days off for purposes of tour changes, unless otherwise requested by the employee 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 an employee 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 Full Time  
Employees will receive pay for her or his lieu day when it is taken.

#### 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 Union matters. All such notices must be signed by a member of the Union Executive and submitted to the Director of Human Resources or designee for approval prior to being posted. Such approval shall not be unreasonably withheld.
- G.2 The Local Union may construct and affix at its expense one bulletin board for its use at a mutually agreed location in the Hospital. If the Local Union's bulletin board is placed in, toys shall be kept by the Local Union and the Hospital. It is understood that the bulletin board is in addition to the places where Union postings are presently posted. Postings in existing locations will continue to be done by the Clerical Assistant.

#### ARTICLE H - SICK LEAVE AND MEDICAL CERTIFICATES

- H.1 A medical certificate is normally required for all illness of two (2) days duration or more.
- H.2 Employees 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 an employee'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 Union in February, June and November.

#### ARTICLE J - GENERAL

J.1 Where there are pay errors equal to or greater than two (2) regular shifts caused by the Employer, employees will be reimbursed within two (2) business days through a manual payroll advance, which shall be subsequently reconciled as required, with the employee's next regular pay. Such request is to be submitted through the Patient Care Manager or designate.

J.2 The Hospital will notify the President of Local 88 of the following by the 15th of each month:

- (a) The employee, 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).
- (c) Current listings of all ONA members off for thirty (30) days or longer due to illness.

J.3 When it has been medically determined that an employee is unable to return to the full duties of her or his 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.

The Hospital shall provide any employee who is off work due to illness or injury with three (3) business days notice of any meeting she or he is required to attend to discuss the employee's progress or a return-to-work program and shall advise that she or he may have Union representation at any such meeting.

The Hospital recognizes a union representative designated by the Local 88 Executive as the Local's Modified Work Program Liaison.

J.4 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.5 The Employer will notify the Union in writing of any employee 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.

J.6 The Hospital will provide for reasonable reimbursement cost where an employee incurs damage to her or his uniform or associated personal property due to patient actions beyond her or his control, not applicable with negligence, loss or normal wear and tear.

J.7 (a) When a Level I and/or a Level II position(s) or other positions in the Bargaining Unit which may be appropriate for Modified Work become available for posting by the Hospital, the Hospital shall withhold such position(s) until the Union has been notified and has had an opportunity to review the suitability of employees requiring permanent modified work to fill the position(s).

(b) Where the Union and the Hospital agree that the new position can be filled by an employee requiring permanent modified work, the Union will make the necessary arrangements to waive the relevant job posting provisions of the Collective Agreement and the Hospital will award the position to the employee without posting.

J.8 The Hospital will provide the Union with a locking OHA mail box which will be used for the receipt of Union correspondence from their members and/or the Hospital as required. This shall be located in a mutually satisfactory area.

J.9 The President of the Local and Vice-President - Grievances of the Local will be provided with access to the Hospital Electronic Mail System so that they can send and receive messages related to their Union duties. Both employees will receive training without loss of regular earnings.

#### ARTICLE K - JOB SHARING

K.1 If the Hospital agrees to a job-sharing arrangement pursuant to Article 2C 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) employees and the Patient Care 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 or his partner, as well as with other employees 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 employee 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.

7. **Implementation** 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 employee wishing to share her or his position, may do so without having her or his 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 or his 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 employee will have the option of continuing the full-time position or reverting to a part-time position for which she or he is qualified. If she or he 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 - LEAVES OF ABSENCE AND PREPAID LEAVE PLAN**

**L.1 Leave of Absence (Without Pay):**

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

**L.2 Full Time**

Where an employee is granted an extended leave of absence, the Hospital agrees that the employee may submit postdated cheques for payment of benefits while she or he is on leave of absence.

**L.3 Full Time**

Upon request by the employee in writing, the Hospital will notify employees 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 employee to maintain her or his benefits.

**L.4 Union Leave:**

Should an employee be granted Union leave in accordance with the Collective Agreement, such leave of absence will be on the basis of the scheduled tour.

**L.5 Prepaid Leave Plan:**

On units with less than twenty (20) employees no more than one (1) employee will be absent on prepaid leave at any one time.

On units with twenty (20) to forty (40) employees, no more than two (2) employees will be absent on prepaid leave at any one time.

On units with forty-one (41) to sixty (60) employees, no more than three (3) employees will be absent on prepaid leave at any one time.

On units with more than sixty (60) employees, no more than four (4) employees 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 employees on a unit will be calculated as the number of full-time and regular part-time employees on the unit as of September 1st of the year of the application for prepaid leave.

**ARTICLE M - STAFF ABUSE AND VIOLENCE**

The Hospital Policy concerning Human Rights - Abuse of Staff by Patients policy number 416, revision date 08/01/96 will form part of the collective agreement.

**Policy**

Sunnybrook Health Science Centre is committed to providing a working environment in which all individuals are treated with respect and dignity. Hospital visits can be stressful, and individuals may be angry, confused, frustrated, distressed, suffering from disabilities associated with aging, or a

a state of high anxiety while at Sunnybrook. It is the policy of Sunnybrook Health Science Centre that each individual has the right to work in a professional atmosphere which is free from the threat of any form of abuse from patients, family members or visitors from the hospital.

### **Responsibilities**

Department Directors/Managers are responsible for ensuring that staff members are fully aware of and familiar with this policy, and with the Department's procedures for dealing with violent or abusive persons, and have been provided with appropriate training related to the identification and management of such persons.

Department Directors/Managers are responsible for ensuring that staff members receive the appropriate level of crisis intervention training, with re-training as required. This training will be provided by in-house trainers.

Department Directors/Managers are also responsible for ensuring that staff members are fully aware of and familiar with the Violent Incident Response Plan, located in the Manual or Critical Incident Response Plans.

It is the responsibility of all staff members, supervisors, members of the medical-dental staff and members of management to ensure that they support practices in the workplace that comply with this commitment by discouraging and preventing abuse. Any individual who believes that a co-worker has experienced or is experiencing an abusive situation is encouraged to notify the Vice President of Human Resources or her/his delegate immediately.

### **Definitions**

Abuse can be defined as mistreatment or injury or threat to mistreat or injure one individual or party by another individual or party. Specific categories of abuse include, but are not limited to:

**PHYSICAL ABUSE:** Any unnecessary action that results in bodily harm, discomfort or injury caused by another person. Under the Criminal Code of Canada the use of force, or the threatened use of force in circumstances where the victim reasonably believes the individual could carry out threats, constitutes assault and is a criminal offense.

*Examples include:* Slapping or hitting with an open palm, punching with a fist, hitting with an object, pinching, squeezing, kicking, biting, scratching.

**SEXUAL ABUSE:** Any unwelcome sexual activity between two or more individuals. The Criminal Code of Canada states that assault in circumstances of a sexual nature such that the sexual integrity of a person is violated is sexual assault and is a criminal offense.

*Examples include:* Pinching, fondling, kissing, sexual intercourse.

**PSYCHOLOGICAL ABUSE:** Any act which provokes fear or diminishes the individual's integrity or self-worth, intentionally inflicting psychological trauma on another person.

*Examples include:* Insulting gestures, the display of racist, derogatory or other offensive pictures or materials.

**VERBAL ABUSE:** The use of vicious comments known, or that ought to be known, to be unwelcome, embarrassing, offensive, threatening or degrading to another person.

*Examples include:* Cursing or swearing at or with respect to a staff member remarks, jokes, innuendoes or insults about a staff member's race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, religion, sex, sexual orientation, age, record of offences, marital status, family status, handicap.

### **PROCEDURES**

#### **Departmental Procedures**

Each department shall be responsible for developing procedures which are appropriate to that department and consistent with this Policy for the identification, care and management of violent or abusive persons. These procedures shall provide for the identification of violent or abusive patients, the steps to be taken to minimize the risk to staff members from such persons, and the response to incidents of violence or abuse of staff members.

#### **Activate the Violent Incident Response Plan**

Any staff member who is confronted by a violent patient, resident, family member or visitor should immediately activate the Violent Incident Response Plan by dialing 3333 and informing Communications of the nature and location of the Violent Incident. Communications will page Security who will respond to the scene. A violent incident is characterized by an individual physically losing control against others, the environment or him/herself.

#### **Referral to Occupational Health & Safety**

Staff members who have been abused by a patient, resident, family member or visitor in the Hospital shall be referred to Occupational Health and Safety and shall be physically and emotionally assessed and provided with appropriate follow-up. Refer to Policy 7.7 Incident Reporting and Investigation With or Without Injury for further details.

Outside the office hours of the Occupational Health and Safety Department, staff who have been physically or sexually abused shall be referred to the Emergency Department for physical and emotional assessment.

### **RECORDING THE INCIDENT**

#### **Patient/Visitor Incident Forms**

A staff member who reasonably believes he or she has been abused by a patient, family member or visitor, or who has experienced an incident that

could have caused injury to the staff member, shall complete a "Patient/Visitor Incident Report" and give a copy to his/her supervisor as soon as possible. A copy of the report should be placed in the patient's file.

#### **Patient Chart**

The Incident shall also be documented on the patient's chart, and if necessary, the attending physician shall be called to determine the mental status of the patient at the time of the incident. The patient's chart shall also be reviewed by the attending physician and the Patient Care Manager to determine if it is appropriate to indicate the potential for abusive behaviour by the patient on the patient's electronic record.

#### **Employee Incident Report**

When a staff member believes he/she has been abused by a patient, visitor or family member, or who has experienced an incident that could have caused injury to the staff member, he/she shall complete an "Employee Incident Report" immediately following the incident. When reporting abuse, a copy of the Report should be sent to the Human Resources Department C-129 for follow-up.

### **FOLLOWING AN ABUSIVE INCIDENT**

#### **Staff Members**

Follow up with the staff member by the Vice President Human Resources or his/her designate will occur within 72 hours of receipt of the Employee Incident Report, when possible. Follow up will include inquiries into the circumstances before and after the incident, and ensuring that the staff member has received the appropriate physical and psychological care required for recovery from the incident.

#### **Cognitively Intact Patients**

When a complaint has been made, and the patient was cognitively intact at the time of the incident, the Vice President Human Resources or designate shall investigate the incident. In consultation with the Patient Care Manager and the Physician the following will occur:

- a) Counselling of the patient that his/her behaviour was inappropriate, and not acceptable within Sunnybrook. The patient will be warned that discharge from Sunnybrook may occur if the behaviour re-occurs.
- b) Rotating the assignment of the staff member, where possible, to avoid direct contact with the patient.
- c) Contacting the police department for the purpose of initiating criminal charges against the patient, if appropriate.
- d) Discharge of the patient who continuously engages in abusive behaviour, unless circumstances do not allow for discharge.
- e) Taking or recommending any steps which are appropriate in the circumstances.

#### **Cognitively Impaired Patients**

A patient is cognitively impaired who is not reasonably or properly accountable for his/her actions for reasons such as psychiatric illness, post-operative delirium, or experiencing such intense pain or discomfort that their level of responsibility is diminished.

When a complaint has been made and the patient was cognitively impaired at the time of the incident, the Patient Care Manager shall ensure that:

- a) the patient is assessed for the cause of the abuse and that appropriate measures to alleviate or manage the cause are instituted.
- b) the incident is documented on the patient's chart by the responsible attending physician together with the specific interventions to be implemented to eliminate or reduce the likelihood of further similar incidents.
- c) safety measures (including a safety assessment of the patient's environment) and/or care giving procedures (i.e. assigning two staff members to perform care, rotating the assignment of the staff member where possible, to avoid direct contact with the patient) are implemented which will reduce or eliminate the likelihood of further incidents.

#### **Visitors / Family Members**

When a complaint has been made regarding a family member of a patient or a visitor to Sunnybrook, the Vice President Human Resources, or his/her designate, will investigate the incident and may:

- a) counsel the family member or visitor that similar behaviour was inappropriate and unacceptable, and instruct them to comply with the policy.
- b) contact the police department for the purpose of initiating criminal charges, if appropriate.
- c) prohibit the family member or visitor from coming on to the Sunnybrook campus (except as a patient) permanently, or for a specified period of time.
- d) take or recommend any other steps as may be appropriate.

### **CONTACTING THE POLICE**

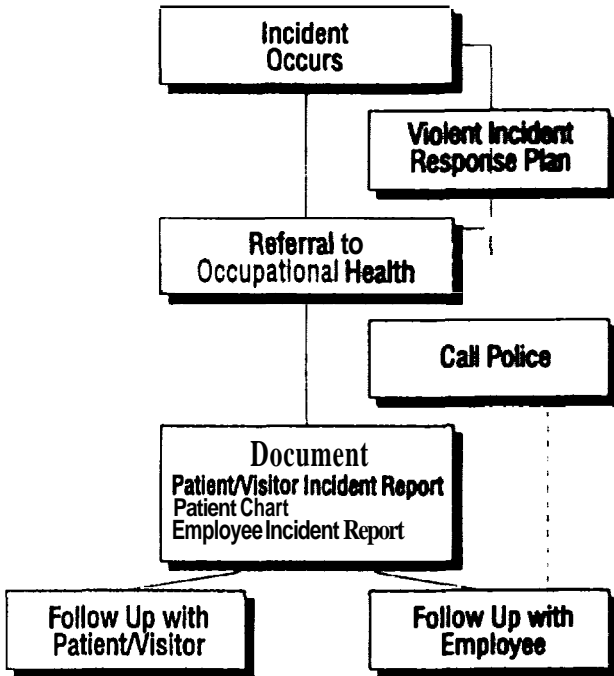
A staff member may contact the police to discuss laying criminal charges if the staff member believes he/she has been criminally assaulted by a patient, family member or visitor. A staff member may take this step in addition to any steps Sunnybrook may take. Sunnybrook may decide not to contact the police on behalf of a staff member, if appropriate.

If Sunnybrook or a staff member contacts the police, the police will lay a charge if the investigating officers are satisfied that there are grounds to do so. It is Sunnybrook's practice to abide by the decision of the police in this regard.

If the police do not lay a charge in a particular case, the staff member may do so privately by appearing before a Justice of the Peace. Staff members who proceed privately, however, should be aware that they will then bear the burden of prosecuting the charge in criminal court.



**FLOW CHART FOR  
STAFF ABUSE COMPLAINTS**



DATED AT Toronto, Ontario this 8<sup>th</sup> Day of May 1989

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING**  
**BETWEEN:**  
**SUNNYBROOK HEALTH SCIENCES CENTRE**  
 (THE "HOSPITAL")  
 AND:  
**ONTARIO NURSES' ASSOCIATION**  
 (THE "UNION")

The parties will meet to review the feasibility of scheduling one permanent day shift for full-time employees on every unit over the term of the Collective Agreement.

DATED AT Toronto, Ontario this 3<sup>rd</sup> day of May 1998.

FOR THE EMPLOYER      FOR THE UNION

|                        |                            |
|------------------------|----------------------------|
| <u>[Signature]</u>     | <u>Jim Fraser</u>          |
| <u>[Signature]</u>     | <u>Doraine Harper</u>      |
| <u>Siobhan Macleod</u> | <u>Judith Kelly-Thomas</u> |
| <u>[Signature]</u>     | <u>Carol DeRose</u>        |
| <u>[Signature]</u>     | <u>Valerie Knibb</u>       |
|                        | <u>Rosemary Trish</u>      |
|                        | <u>Janice Olini</u>        |
|                        | <u>Janice Olini</u>        |
|                        | <u>Joy Hurlbuck</u>        |

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**SUNNYBROOK HEALTH SCIENCES CENTRE**  
 (THE "EMPLOYER")  
 AND  
**ONTARIO NURSES ASSOCIATION**  
 (THE "UNION")

The parties agree to meet within six (6) months of the signing of the collective agreement on the issue of Standby

DATED AT Toronto, Ontario the 3<sup>rd</sup> day of May 1998

FOR THE EMPLOYER      FOR THE UNION


|                        |                            |
|------------------------|----------------------------|
| <u>[Signature]</u>     | <u>Jim Fraser</u>          |
| <u>[Signature]</u>     | <u>Doraine Harper</u>      |
| <u>Siobhan Macleod</u> | <u>Judith Kelly-Thomas</u> |
| <u>[Signature]</u>     | <u>Carol DeRose</u>        |
| <u>[Signature]</u>     | <u>Valerie Knibb</u>       |
|                        | <u>Rosemary Trish</u>      |
|                        | <u>Janice Olini</u>        |
|                        | <u>Janice Olini</u>        |
|                        | <u>Joy Hurlbuck</u>        |

**LETTER OF UNDERSTANDING**  
**BETWEEN:**  
**SUNNYBROOK HEALTH SCIENCES CENTRE**  
 (THE "EMPLOYER")  
**AND:**  
**ONTARIO NURSES ASSOCIATION**  
 (THE "UNION")

The parties agree to meet within six (6) months of the signing of the collective agreement on the issue of Floating of staff between units

DATED AT Toronto, Ontario this 8<sup>th</sup> day of May 1998.

FOR THE EMPLOYER      FOR THE UNION


|   |                       |
|---|-----------------------|
|  | <u>Jim Fraser</u>     |
| <u>Phil W.</u>  | <u>Bonnie Harper</u>  |
| <u>Stephen Macleod</u>  | <u>John H. Kelly</u>  |
| <u>J. Ross</u>  | <u>Carol DeRose</u>   |
| <u>A. Thomas</u>  | <u>Valerie Knibb</u>  |
|   | <u>Rosemary Trish</u> |
|   | <u>Jamie Olin</u>     |
|   | <u>Janice DeRose</u>  |
|   | <u>Jy. H. Olin</u>    |

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**SUNNYBROOK HEALTH SCIENCES CENTRE**  
 (THE "EMPLOYER")  
**AND**  
**ONTARIO NURSES ASSOCIATION**  
 (THE "UNION")

The parties agree to meet within six (6) months of the signing of the collective agreement on the issue of developing a PSU staffing pool

DATED AT Toronto, Ontario this 9<sup>th</sup> day of May 1998

FOR THE EMPLOYER      FOR THE UNION

|  |                       |
|--|-----------------------|
|  | <u>Jim Fraser</u>     |
| <u>Phil W.</u>   | <u>Bonnie Harper</u>  |
| <u>Stephen Macleod</u>   | <u>John H. Kelly</u>  |
| <u>J. Ross</u>   | <u>Carol DeRose</u>   |
| <u>A. Thomas</u>   | <u>Valerie Knibb</u>  |
|  | <u>Rosemary Trish</u> |
|  | <u>Jamie Olin</u>     |
|  | <u>Janice DeRose</u>  |
|  | <u>Jy. H. Olin</u>    |