

~~Wanda Jewell~~

SOURCE	Hospital		
Wages EFF.	88	04	01
TERM.	91	03	31
No. OF EMPLOYEES	206		
NOMBRE D'EMPLOYÉS	15		

**COLLECTIVE AGREEMENT**

**BETWEEN :**

THE BOARD OF GOVERNORS OF THE RIVERDALE HOSPITAL  
? hereafter called the Employer,  
Party of the First Part

**AND**

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 79,  
(NURSES AND PARAMEDICAL UNIT)  
hereinafter called the Union,  
Party of the Second Part

**Expires March 31, 1991**

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AGREEMENT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 198

**BETWEEN**

THE BOARD OF GOVERNORS OF THE RIVERDALE HOSPITAL,  
hereinafter called the Employer,

Party of the **First Part**

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 79,  
hereinafter called the Union,

Party of the **Second Part**

(NURSES AND PARAMEDICAL UNIT),

ARTICLE 1

PREAMBLE

**1:01** WHEREAS it is the desire of both parties to this Agreement:

- (a) To maintain the existing harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wage, etc.;
- (c) To encourage efficiency in operations;
- (d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

**AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

NOW THEREFORE, the parties agree as follows:

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Union

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ARTICLE 2

MANAGEMENT RIGHTS

2:01

The Union recognizes that within the **limitations** and qualifications contained in this agreement, **it** is the exclusive responsibility and right of the management of the Hospital to:

- (a) Direct the operation of the Hospital including the determination of work assignments, procedures, methods and standards and maintain order and **discipline**.
- (b) Hire, discharge, transfer, **promote**, discipline and direct the **work** of employees to attain the required standard of efficiency.

ARTICLE 3

RECOGNITION AND NEGOTIATIONS

3:01

The Employer recognizes the Canadian Union of **Public** Employees, Local **79**, as the exclusive bargaining agency **for** all registered nurses and graduate nurses employed in a nursing capacity, physiotherapists, occupational therapists, **speech/language** pathologists and dietitians employed by the Hospital save and except head nurses, head therapists, assistant **director** of food service dietetics and persons above the rank of head nurse, head therapist and assistant director of food service dietetics and persons regularly scheduled to work **twenty-four** (24) hours or **less** per week.

3:02

Persons whose regular jobs are not **in** the bargaining unit shall not work on any **jobs** which are included in the bargaining unit except for purposes **of** instruction, experimenting, **or in** emergencies when regular employees are not **available**.

3:03

No employee shall be required **or permitted** to make a written or verbal agreement with the employer or his representative which may conflict with the terms of this collective agreement.

ARTICLE 4

NO DISCRIMINATION

4:01

The Employer and the **Union**, agree that there shall be no **discrimi-**nation, interference, restriction or coercion exercised, or practised with respect to any employees in the matter of hiring, wage rates, training, **up-grading**, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or **marital** status,

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sexual orientation, place of residence nor by reason of his membership in a labour union, or any other factor which is not pertinent to the employment relationship.

ARTICLE 5

JOB SECURITY

5:01 The Employer will not contract out any work which will result in an Employee in the Bargaining Unit being laid off or suffering a reduction in his regular hourly rate of pay.

ARTICLE 6

CHECK-OFF OF UNION DUES

6:01 The Employer agrees to deduct from every employee an amount of money equal to the monthly dues, uniformly levied by the Union, and that such deductions shall be made from each pay and shall be forwarded to the Financial Secretary of the Union not later than one (1) week from the date of deduction. In remitting such dues, the Hospital shall provide a list of employees from whom deductions were made.

The Union agrees to save the Employer harmless from all such deductions and payments so made.

6.02 The Hospital will provide the Union with a list monthly, of all hirings, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

ARTICLE 7

THE UNION SHALL ACQUAINT NEW EMPLOYEES

7:01 A representative of the Union shall be given an opportunity within regular working hours to interview each new employee for a maximum of 30 minutes during the first month of employment for the purpose of discussing with the new employee the benefits, and duties of the Union membership, and responsibilities to the Employer and the Union.

ARTICLE 8

LABOUR-MANAGEMENT NEGOTIATIONS

8:01 Bargaining Committee

The Union may appoint a Bargaining Committee consisting of not more than three (3) employees of this Hospital. At least one (1) of these three (3) employees shall be appointed from a department of the Hospital other than a Nursing Service Department. The Union will advise the Hospital of the names of its Committee. Members of this Committee will be reimbursed for loss of regular straight time pay, exclusive of shift or other premium, for time spent in negotiating a

renewal of the Collective Agreement with the **Employer**, up to, but not including arbitration.

**8:02** Grievance Committee

The Union Grievance Committee shall consist of not more than three (3) members (employees) as selected by the Union and as notified to the Hospital in writing. The president or his designated representative may also be present.

**8:03** Business Representative

The Union shall have the right at any time to have the assistance of their Business Representative when dealing or negotiating with the Employer. Such representative shall have access to the Employer's premises in order to investigate or assist in the settlement of a grievance. Prior to this investigation, such Business Representative or his designate, will be required to notify the Executive Director, or his representative, of his presence in the Hospital.

**8:04** Labour-Management Committee

A Management Committee shall be set up consisting of three (3) representatives of the Union and two (2) representatives of the Hospital by mutual agreement of the parties to meet

The Committee shall concern itself with matters of the following general nature:

1. Improvement of employee relations.
2. Increasing operating efficiency by promoting co-operation in effective economy moves.
3. Promoting and providing effective and meaningful communication of information and ideas; making joint recommendations on matters of concern including the quality and quantity of patient care.
4. Suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
5. Correction of conditions making for grievances and misunderstandings.
6. Discussing and reviewing matters relating to orientation and in-service programmes.
7. Any other matter deemed appropriate.

The Committee shall meet at least once per month at a mutually agreeable time and place. When either party submits agenda items, the other party shall respond with their items, if any. Such agenda and notice of the meeting shall be distributed to members at least forty-eight (48) hours in advance of such meeting or with such lesser notice as may be mutually agreed when required. The Committee shall only consider issues on the agenda unless otherwise mutually agreed.



An employer and a union representative shall be designated as joint chairmen and shall alternate in presiding over meetings.

Minutes of each meeting of the Committee shall be prepared and signed as promptly as possible after the close of the meeting by the joint Chairmen. The signed copies of the minutes shall be delivered to the Union and the Hospital within three (3) days following the meeting,

The Committee shall not supersede the activities of any other committee of the Union or the Hospital and does not have the power to bind either the Union or its members or the Hospital to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Hospital with respect to its discussions and conclusions.

Time spent absent from regular duties shall be without loss of remuneration.

8:05

### Accident Prevention and Safety Committee

The employer and the union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

There shall be established a joint Accident Prevention and Safety Committee in accordance with the applicable legislation.

Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

The Hospital agrees to cooperate in providing necessary information to enable the committee to fulfill its functions.

Meetings shall be held every second month, or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

Any representative appointed or selected shall serve for a term of one calendar year from the date of appointment, which may be renewed for further periods of one year. However, the union may, with proper notice to the Hospital, replace its representative at its discretion. Time off for such representative(s) to attend meetings of the Accident Prevention Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. For such meetings, time off and pay shall be in accordance with the act. The provisions of Article 16:04 (Minimum Call-Back Time) shall not apply,

The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

8:06

Time Off for Meetings

The appointment of, and recognition of, stewards shall be conditional upon the steward being an employee in the bargaining unit with regular duties to perform. Before leaving his regular duties to attend to the investigation of a grievance, a steward will obtain permission from his supervisor to do so, and will report back to his supervisor when resuming his regular duties. Only a reasonable amount of time shall be consumed during working hours for the investigation of a grievance. Time spent absent from regular duties shall be without loss of remuneration.

When such steward investigates a grievance, in a department other than his own, he shall first advise the other department head or person in charge prior to the investigation of the grievance. Such steward shall hold his conference in a private area other than a duty area.

8:07

The Union may appoint or otherwise select 6 stewards to assist employees in the presentation of any grievances that may arise. The Union shall notify the Hospital in writing of the names of such stewards.

ARTICLE 9

SENIORITY

9:01

Seniority List

Where qualified seniority is preference or priority for promotions, demotions, layoffs and rehiring and all other matters measured by length of service with the Employer as outlined herein, seniority shall operate on a bargaining-unit-wide basis.

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

9:02

Seniority for New Employees

Newly hired employees shall be considered on a trial basis for a period of sixty (60) days worked from the date of hiring. During the trial period employees shall be entitled to all rights and privileges of this agreement except that the employment of such employees may be terminated at any time during this period of sixty (60) days worked without recourse to the grievance procedure. After completion of the trial period, seniority shall be effective from the first day of the present period of employment and shall accrue on the basis of his length of service with the Hospital.

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Union

[Signature]  
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9:03

Seniority During Absence

An employee shall lose **all** seniority and shall be deemed to have **terminated** his employment **if he**:

- (a) is discharged for cause and is not reinstated;
- (b) he resigns;
- (c) he is absent **from** work in excess of two (2) working days without notifying the employer unless such notice was not reasonably possible;
- (d) after a layoff, fails to return to work within **seven (7)** calendar days after being notified by registered mail to **do so**, unless not reasonably possible. **It** shall be the responsibility of the employee to keep the employer informed of his current address;
- (e) fails to return to work on termination of an approved leave of absence without just cause;
- (f) uses a leave of absence for purposes other than those for which the leave of absence was granted;
- (g) is laid off and not recalled within the time limits provided in Article 10:01;
- (h) is absent **from** work due to **illness** or disability for a period of thirty (30) months **from** the time such absence **commenced**.

9:04

Seniority During Temporary Transfers to Supervisory Positions

If an employee is temporarily transferred to a Supervisory position or any other position not covered by this agreement, he shall retain and accumulate seniority in the position **from** which he was temporarily transferred.

9:05

Length of Service

Length of service will be interpreted by the Hospital as years of unbroken service with the Hospital, except that seniority **will** not accrue whilst an employee **is** on an unpaid leave of absence in excess of thirty (30) consecutive calendar days with the exception of pregnancy leave.

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ARTICLE 10

LAYOFFS AND REHIRINGS

10:01 Layoffs and Rehiring Procedure

Both parties recognize that **job** security should increase in proportion to length of service. **Therefore**, in the event of a layoff, employees shall be laid off **in** the reverse order of their seniority provided those remaining are qualified to do the work available. Employees shall be recalled in the order of their seniority providing they are qualified to do the work available.

An employee who has **completed** the probationary period and is laid off shall retain recall rights for a period equal to the seniority he had at the time of layoff. Such right to recall shall not be **less** than six (6) consecutive months and shall not be in excess of twenty-four (24) **consecutive** months.

An employee who has not completed the probationary period and is laid off shall retain recall rights for a period equal to the length of service he had at the **time** of lay-off.

10:02 Notice of Layoff

In the event of a proposed layoff at the Hospital of a **permanent** or **long-term** nature, the Hospital **will**:

- (a) Provide the Union with no less than thirty (30) calendar days' notice of such layoffs, and
- (b) meet with the Union through the **Labour-Management Committee** to review the **following**:
  - i) the reason causing the layoff
  - ii) the service the Hospital will undertake after the layoff
  - iii) the method of implementation **including** the areas of cutback and employees to be laid off.

In the event of a substantial bed **cut-back** or cut-back in service, the Hospital **will** provide the Union with reasonable notice. If requested, the Hospital will **meet** with the Union through the **Labour-Management Committee** to review the reasons and expected duration of the **bed cut-back** or cut-back in service, any realignment of service or staff and its effect **on** employees in the bargaining unit.

Any agreement between the Hospital and the Union resulting **from** the above **review** concerning the method of implementation **will** take precedence over terms of layoff in this agreement. Notice of layoff shall be **in** accordance with the provisions of the Employment Standards Act.

## ARTICLE 11

### PROMOTIONS AND STAFF CHANGES

**11:01** Prior to filling **any** permanent vacancy or promotion covered by the terms of this Agreement, the Employer shall post notice of the position on the designated bulletin board for **a minimum** of five (5) working days in order that **all** employees may **know** about the position **and** be able to make written application for such position.

A copy of such notice **will** be forwarded to the Union office and such notice shall contain at least the following **information:** nature of position, required knowledge and education, ability and skills, shift, and wage and salary rate or range.

**It** is understood that once posted, the Hospital may in its **discretion,** fill such vacancy on an interim basis- **If** the position is not filled within sixty (60) consecutive days of the posting, the Union and the Department Head shall meet to discuss the reason.

**It** is understood that temporary vacancies, the duration of which are not to exceed six (6) months, and which are expected to be filled by temporary employees, will not be posted-

**11:02** Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, appointment shall be made of the applicant senior in the service, **and** having the required qualifications. The successful applicant shall be placed on probation for a period of sixty (60) days worked in the **new** job. Conditional on satisfactory service, such trial **promotion** shall become permanent after the period of sixty (60) days worked in the **new** job. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial **period,** he shall be returned to his former position without **loss** of seniority and his **former** salary, **if** such position is still in the establishment, and any other employee promoted or transferred because of the rearrangement of positions shall **also** be returned to his former position without **loss** of seniority and his former salary, if such position is still in the **establishment.**

**11:03** Disabled Employees' Preference

An employee with **five** (5) years or more of seniority who, by reason of advancing years **or** temporary disablement, is no **longer capable of per-**forming the normal requirements of his regular **work,** will be given any available light **work** at the rate of pay applicable to the said light work.

11:04 Temporary Vacancies

Temporary vacancy shall be considered as one that is caused by the absence of a full-time employee due to sickness, injury, absenteeism, or a temporary leave of absence authorized by the employer, vacations or a temporary increase in work.

11:05 Temporary vacancies will not be posted; however, when filling a temporary vacancy the employer shall give preference to the senior employee in the Department that can qualify to perform the work to be done. If, in the opinion of the employer, no such employee is qualified to complete the temporary vacancy, an appointment will be made to a person outside of the Bargaining Unit.

11:06 If a temporary vacancy caused by an increase in work continues for more than thirty (30) consecutive days, the Union and the Department Head shall discuss whether the job shall continue as temporary or be posted as a permanent vacancy.

11:07 If upon review as set out in section 11:06 above, it is determined that the reasons for the temporary job changes no longer exist, then the employee shall return to his original job. If the review determines that a regular vacancy has occurred, then it shall be posted in the usual manner.

11:08 A person who is employed by the Hospital to fill a temporary vacancy caused by the absence of a full-time employee shall be subject to the terms of this Agreement during such temporary employment except that he shall not accumulate seniority. In the event that such employee is transferred to permanent full-time status prior to or on completion of the temporary period, and there is no break in service in excess of thirty (30) consecutive calendar days, his seniority date shall be deemed to be the date of hire in such temporary position.

ARTICLE 12

COMPLAINTS AND GRIEVANCES

12:01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.

12:02 At the time formal discipline is imposed, or at any stage of the grievance procedure, including the complaint stage, an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance,

12:03 It is the mutual desire of the parties hereto that complaints of

employees shall be adjusted as quickly as possible, and **it is** understood that an employee has no grievance **until** he has first given his **immediate** supervisor the opportunity of adjusting his **complaint**. Such complaint shall be discussed with his **immediate** supervisor within **nine** (9) calendar **days**, **after** the circumstances **giving** rise to it have occurred or ought reasonably to have come to the attention of **the** employee and, failing settlement within nine (9) calendar days, **it** shall then be taken up as a grievance within nine (9) calendar days following advice of his **immediate** supervisor's decision in the **following** manner and sequence :

Step No. 1

The employee may submit a written grievance signed by the employee to his **immediate** supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The **immediate** supervisor will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing **settlement**, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to his Department Head who will deliver his decision in writing within nine (9) calendar days **from** the date **on** which the written grievance was presented to him. The parties may, **if** they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be **omitted** where the employee's **immediate** supervisor and **Department** Head are the same person. Failing settlement, then:


Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designee. A meeting will then be held between the Hospital **Admin-istrator** or his designee and the Grievance **Committee** within nine (9) calendar days of the **submission** of the **grievance** at Step No. 3 unless extended by agreement of the parties. **It** is understood and agreed that a representative of the Canadian Union of Public Employees and the **grievor** may be present at the meeting. **It** is further understood that the Hospital Administrator or his designee may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

12:04

A **complaint** or grievance arising directly-between the **Hospital** and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. **It** is expressly understood, however, that the provisions of this Article may not be

  
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used with respect to a grievance **directly affecting** an **employee** which such employee could himself Institute and the regular grievance procedure shall not be thereby bypassed,

12:05

**Where** a number of employees have identical grievances and each employee would be **entitled** to grieve separately they may present a group grievance in writing identifying each employee who is **grieving** to the Department Head or **his** designee **within** fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the **employee(s)**. The grievance shall then be treated as being initiated at **Step No. 2** and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

12:06

The release **or** discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has **completed** his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance **if** a written statement of such grievance is lodged by the employee with the Hospital at **Step No. 3** within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance **or** Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the employee, **or**
- (b) reinstating the **employee** with **or** without full compensation for the time lost, **or**
- (c) by any other arrangement which may be deemed just and equitable.

**Wherever** the Hospital deems **it** necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that **it** will not suspend, discharge **or** **otherwise discipline** an employee who has **completed** his probationary period, without just cause.

12:07

Failing settlement under the foregoing procedure of any grievance between the parties arising **from** the interpretation, application, **administration** or **alleged violation** of this Agreement, **including** any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. **If no written** request for arbitration is received within **eighteen** (18) calendar days after the decision under **Step No. 3** is given, the grievance shall be **deemed** to have been abandoned. **Where** such a written request is postmarked within sixteen (16) calendar days after the decision under **Step No. 3**, **it** will be deemed to have been received **within the time** limits.



- 12:08** All agreements reached under the grievance procedure between the representatives of **the** Hospital and the **representatives** of the Union will be final and binding upon the **Hospital** and the **Union** and the employees.
- 12:09** When either party **requests** that any matter be submitted to arbitration as provided in the foregoing Article, **it** shall make such request in writing addressed to the other party to this Agreement, and at the **same time name** a nominee. Within seven (7) calendar days thereafter the other party shall **name a nominee**, provided, however, that **if** such party fails to **name a nominee** as herein required, the Minister of labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. **If** they are unable to agree upon such a chairman within a period of fourteen **(14)** calendar days, they shall then request the Minister of labour **for** the Province of Ontario to appoint a chairman.
- 12:10** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 12:11** No matter **may** be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance **Procedure**.
- 12:12** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to **or** amend any part of this Agreement.
- 12:13** The proceedings of the Arbitration Board **will** be expedited **by** the parties hereto and the decision of the majority and, where there is no majority the decision **of** the **chairman**, will be final and binding upon the parties hereto and the employee or employees concerned.
- 12:14** Each of the parties hereto will bear the expense of the nominee appointed by **it** and the parties **will** share equally the fees **and** expenses, **if** any, of the chairman of the Arbitration Board.
- 12:15** The time limits set out **in** the Grievance and Arbitration Procedure herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject **only** to the **provisions** of Section **44** (6) of The Labour Relations Act.
- 12:16** Wherever Arbitration Board **is** referred to in the Agreement, the parties **may** mutually agree. **in** writing to **substitute** a single arbitrator **for** the Arbitration Board at the time of reference to arbitration and the other provisions **referring** to Arbitration Board shall appropriately apply.

ARTICLE 13

CLEARING OF RECORD

- 13:01 The record of an employee shall not be used against him at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.
- 13:02 Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Director of Personnel or designate. An employee has the right to request copies of any evaluations in this file.

ARTICLE 14

SICK LEAVE PROVISIONS

14:01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workmen's Compensation Act.


14:02 Amount of Sick Leave


Sick leave shall be granted to employees on the basis of one and one-half (1-1/2) days for every month of service, commencing with the fourth month of service. For the purpose of regulating and administering this clause all employees anniversary dates shall be the first day of the fifth month. The fourth month shall be computed on the following basis:

Those persons employed between:

- 1st day of a month and the 7th day inclusive . . . . . 1-1/2 days
- 8th day of a month and the 14th day inclusive . . . . . 1
- 15th day of a month and the 21st day inclusive . . . . . 1/2 day
- 22nd day of a month and the end of the month . . . . . 0 days

In any one year where an employee has not had sick leave or only a portion thereof, he shall be entitled to an accrual of all the unused portion of sick leave for his future benefits. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in 14:01. If an employee is sick for less than one half day, no deduction shall be made from his accumulated sick leave. If an employee is sick for more than one half day, but less than a full day, one half day shall be deducted from his accumulated sick leave.

  
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Sick Leave During Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, etc., he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or layoff.

Mechanics

- Off without pay  
1/2 days or less accumulates . . . . . 1-1/2 days
- Off without pay for more than  
1/2 day but less than 8 in  
any one month, accumulates . . . . . 1 day
- Off without pay for 8 continuous  
calendar days but less than 15  
in any one month accumulates . . . . . 1/2 day
- Off without pay for 15 continuous  
calendar days or more in any  
month, accumulates . . . . . 0 days
- Leave of Absence  
for Union business without pay up  
to seven (7) consecutive calendar  
days in any month, accumulates . . . . . 1-1/2 days

Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Within one (1) month after the close of each calendar year, each employee shall be advised by the Employer of the amount of accumulated sick leave to his credit. Any employee is to be advised on application of the amount of sick leave accrued to his credit.

Accumulated Sick Leave Provisions

- (a) In the event of the death of an employee, there shall be paid to his widow or estate, an amount equivalent to his salary for one-half the number of days standing to his credit for sick leave, subject to a limit of an amount not in excess of what he would have earned in six (6) months at the rate received by him immediately prior to his death.
- (b) For the purpose of computing length of service the following shall be included:
  - (1) All time worked with the Municipality of Metropolitan Toronto and any local Boards thereof, for all employees of the Hospital employed prior to January 1, 1974.

  
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- (2) All time lost on account of absence for reason of **illness** where the employee was paid for such absence or was considered as being on sick leave without **pay**.
- (c) Every employee who has less than five (5) years of service and has become incapable through illness, old age or disability of efficiently discharging his **duties** and is retired shall **receive** an amount equivalent to his salary for one-half the number of days standing to his credit for sick leave at the rate received by him **immediately** prior to his retirement.
- (d) Every employee who has completed five (5) or more years of service on severance of employment shall receive an amount equivalent to his salary for one-half the number of days standing to his credit for sick leave, subject to a limit of an amount not in excess of what he could have earned in six (6) months at the rate received by him **immediately** prior to his severance of employment.
- (e) Every employee who has completed ten (10) or more years of continuous service on severance of employment shall receive an amount equivalent to his salary for eighty percent (80%) the number of days standing to his credit for sick leave subject to a **limit** of an amount not in excess of what he could have earned in nine (9) months at the regular monthly rate received by him **immediately** prior to his severance of **employment**.

**14:06**      Reporting of Illness

For each occasion of illness, the employee shall be required to promptly report such illness in accordance with designated and posted procedure.

Any employee who has been absent due to illness shall report his intention to return to work no later than the *day* prior to the date he actually returns to work, or in the case of absence of three (3) days or less, at least eight (8) hours prior to the scheduled shift.

An employee who fails to report an illness shall be **considered** absent without leave.

**14:07**      Proof of Illness

The **Employer** may require the Employee to present documented proof of **illness**.

ARTICLE 15

WORK SCHEDULE

**15:01**      The hours of work for employees in this **Bargaining Unit** shall be as follows :

- (a) Registered Nurses, Graduate Nurses and Dietitian shall be required to work seven and one-half (7-1/2) hours per shift, **excluding a luncheon period, and exclusive of a turn-over period of up to fifteen (15) minutes, on a schedule providing seventy-five (75) hours of work over a two (2) week period.** Should such turn-over period extend beyond fifteen (15) minutes the entire period shall be considered overtime for the purposes of payment.
- (b) **Physiotherapists, Occupational Therapists and Speech Language Pathologists shall work five (5) consecutive seven (7) hour days exclusive of a luncheon period.**

**15:02** Employees required by the Hospital to work in excess of the hours outlined in Article **15:01** herein shall be paid overtime for all such excess hours which shall be paid for at the rate of time and one-half the employee's regular straight time rate of pay.

The regular straight time rate of pay is that prescribed in wage Schedule "A" of the Collective Agreement.

**15:03** Schedules shall be posted at least two (2) weeks in advance of going into effect.

**15:04** Schedules are to provide at least one (1) weekend off in three (3) weekends. Applies to **15:01** (a) only.

**15:05** Employees shall be allowed the trading of days off with another employee of their own status, subject to the approval of the **immediate supervisor.** Such mutual exchange would not require the employer to pay overtime rates of pay.

Such mutual exchange shall be **communicated, in writing,** to the Supervisor by the employees involved, at least forty-eight (48) hours prior to the change.

At the total option of the Supervisor, the forty-eight (48) hour time **limit** may be waived.

**15:06** Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or **if no work** is available, will be paid at least four (4) **hours** when work **is** not available due to **conditions** beyond the control of the Hospital. The reporting allowance **outlined** as herein shall not apply whenever an employee has **received prior** notice not to **report for work.**

**15:07** **At least forty-eight (48) hours** shall be scheduled off following the **night shift when changing shift** schedules to **either the day or evening shift.**

ARTICLE 16

OVERTIME

**16:01** Overtime Rates Generally

- (a) If an employee is required to work more than seven (7) consecutive regularly scheduled work days, he **will** be paid overtime rates of time and one-half **for** each day that he **works** in excess of the seven (7) **consecutive** regularly scheduled work days.
- (b) If an employee is called in before his regular shift **commences** he shall be paid overtime rates of **time** and one-half **until** his regular shift **commences**.
- (c) An employee required to work **more** than **two** (2) hours of overtime will be granted an additional rest period of ten (10) minutes' **duration**.

**16:02** Overtime Rates - Designated Holidays

An employee **who** is required to **work** on a **designated** holiday (which are listed in Article 19:01) shall be paid overtime rates of time and one-half. In addition, the employee shall **receive** his regular holiday pay, **or** a day off in lieu of holiday pay, at his option and as arranged not less than two (2) weeks in advance with his supervisor,

**16:03** Overtime Rates on Off Days

All time worked on scheduled off days shall **be** paid for at one and one-half times the regular straight time rate of pay for every hour worked.

**16:04** Minimum Call-Back Time

**Where** employees are called back to work having completed a regular shift and prior to the **commencement** of their next regular **shift**, they shall receive a **minimum** of three (3) **hours work** or three (3) **hours pay** at the rate of time and one-half their regular straight time rate of pay. Where call back is **immediately** prior to the **commencement** of their regular shift the call back pay **will** only apply to the point of **com-**mencement of a regular shift at the rate of time and one-half, after-wards they shall revert back to the regular shift,

**16:05** No Lay-Off to Compensate for Overtime

**Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.**

**16:06** Sharing of Overtime

**Overtime and call back time shall be divided equally among those employees normally engaged in those operations and who are qualified to perform the work that is available.**

16:07

Overtime During Lay-Offs

There shall be no extended amount of overtime worked in any operation where there are employees on layoff in the **same or** similar type of operation and qualified to perform the available work,

16:08

The overtime rate shall be time and one-half the employee's regular straight **time** rate of pay, Overtime premium **will** not be duplicated **nor** pyramided nor shall other **premiums** be duplicated nor pyramided nor shall the **same** hours worked be counted as part of the normal work **week** and also as hours for which the overtime **premiums** is paid.

ARTICLE 17

CHANGE OF SHIFT

17:01

Where **the** regular shift of an employee is to be changed, the employee shall be given **forty-eight** hours **notice** of such change. If the change necessitates **the employee** working on an off day, or he is **not** given **forty-eight** hours notice, overtime as set out in Article 16 shall be paid for the first shift worked after the shift change,

ARTICLE 18

SHIFTWORK

18:01

Effective April 1, 1986, an employee shall be paid a **shift** premium of forty-five cents (**45¢**) per hour for each hour worked outside the normal **hours** of the day shift, provided that such hours exceed two (2) hours if worked in conjunction with the day **shift**. Tour **differential will** not form part of the employee's straight time hourly rate.

18:02

Seniority shall **determine** shift preference, subject only to ability to **perform** the **job** required, where employees are not **on** a regular rotating Shift.

10:03

Effective April 1, 1990, an employee shall be **paid** a weekend **premium** of forty-five cents (**45¢**) per hour worked between **2400** hours Friday and **2400** hours Sunday. If an employee is receiving premium pay under a Scheduling Regulation **with** respect to consecutive weekends **worked** set out in the Agreement, then the employee will not receive weekend premium under this **provision**.

ARTICLE 19

DESIGNATED HOLIDAYS

**a** 19:01 Designated holidays for employees covered by the Agreement shall be as follows:

New Year's Day	Dominion Day	Remembrance Day
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day
Queen's Birthday	Thanksgiving Day	

Effective April 1, 1989 add a new holiday on the third Monday in February.

Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

19:02 Employees not required to work on a designated holiday shall receive holiday pay at the total rate for the normal number of hours they would have worked on the day in question had it not been observed as a holiday.

Employees who are on Leave of Absence without pay from the Hospital on the day a designated holiday falls shall not be entitled to receive holiday pay.

19:03 Except in cases where the employee provides a satisfactory reason, holiday pay shall not be given to employees who fail to work their regularly scheduled shifts before and after the Holiday.

19:04 Shift employees whose scheduled off days fall on the day a designated holiday is observed shall be paid holiday pay, or granted a lieu day at his option and as arranged in advance with his supervisor,

19:05 When a designated holiday falls within an employee's vacation period, he shall be granted an extra day off in lieu of holiday pay.

19:06 Where practicable employees shall be granted lieu days of their choosing.

19:07 Subject to staffing requirements:

(a) A special schedule will be posted which will provide, on the basis of seniority, time off where requested by an employee on Christmas or New Year's Day,

(b) Employees normally required to work on weekends and designated holidays shall be eligible for at least four (4) consecutive days off, at either Christmas or New Year's,

(c) During the period December 15th to January 15th, the provisions of Article 15:04 (Weekends Off) may be waived.



ARTICLE 20

ANNUAL VACATIONS



■ 20:01

Annual vacations with pay shall be granted in accordance with the following:

- (a) Employees who have less than one (1) year of service as of June 30th shall be granted vacations on a pro-rated basis in accordance with their vacation entitlement as set out in (b) below.
- (b) Employees in the bargaining unit working at their vocation will be granted three (3) weeks annual vacation after completing one (1) year of service.
- (c) Effective July 1, 1981, four (4) weeks after three (3) years of service.
- (d) Five (5) weeks after seventeen (17) years of service. Effective April 1, 1989, five (5) weeks after fifteen (15) years of service.
- (e) Effective April 1, 1989 six (6) weeks after twenty-five (25) years of service.

20:02

- (a) Service for vacation entitlement shall be calculated as of June 30th in each year.
- (b) An employee shall become eligible for his increased vacation entitlement as outlined in Article 20:01 in the year in which the appropriate anniversary date of employment falls. Where his anniversary date is after June 30th, the additional weeks shall be taken after the said anniversary date, and will apply only if there is one clear week remaining in the calendar year.

20:03

Employees shall submit written requests to their supervisor for vacation time off by March 15 in each vacation year. If employees of the same classification request the same vacation time and such requests cannot be accommodated by the Hospital, then seniority shall apply. Finalized vacation schedules shall be posted by May 1 of each vacation year.

20:04

The vacation year shall extend from January 1st to December 31st.

20:05

Employees who retire on pension will be granted their full vacation entitlement for the year in which the retirement occurs. In the case of death, the same will apply with payment being made to the estate.

20:06

Employees who resign or are dismissed will be granted annual vacation on a pro rata basis based on the percentage of the vacation year that they have worked.

- 20:07 An employee may, subject to the approval of **his** Department Head, take his annual vacation at any time in the vacation year.
- 20:08 An employee may, subject to the approval **of** his Department Head, postpone his annual vacation **or** any part thereof to the **following** vacation year.
- 20:09 Except in cases of severances of employment, employees **will** not be paid cash in lieu of vacation time.
- 20:10 Subject to the approval of the Department Head an employee may elect to take a 'leave **of** absence without pay for a period of not more than two (2) weeks for the purpose of an extended vacation. This provision **may** be applied by the employee every five (5) years only and shall not be applied during the calendar months of July and August.
- 20:11 Should an **employee** who has **commenced** his scheduled vacation and agrees upon request by the Hospital to return to **perform** work **during** the vacation period, the employee shall be paid at the rate of one and one half (1-1/2) times his regular straight time rate of pay for all hours so worked. To replace the originally scheduled days on which such work was **performed**, the employee **will** receive one (1) vacation **lieu** day off for each day on which he has so worked.
- 20:12 Where an **employee's** scheduled vacation **is** interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- The portion of an employee's vacation which **is** deemed to be sick leave under the above provision **will** not be counted against the employee's vacation credits.

## ARTICLE 21

### LEAVE OF ABSENCE

21:01 For Union Business

The Employer agrees that permission shall be granted upon request to representatives of the Union to leave their **employment** temporarily in order to carry on investigations **or** negotiations with the employer **with** respect to a grievance **or** complaints and they shall suffer **no** loss of pay for the time so spent.

21:02 Union Conventions

Leave of absence without pay **will** be granted by the Hospital to not more than two (2) employees at a time to attend Union conventions **or**

seminars. The granting of such leave shall be conditional upon the Hospital receiving a minimum of fourteen (14) days notice for seminars, and twenty-one (21) days notice for conventions, of the names of employees prior to the effective date of the leave.

21:03

Leave for Union Members

Leave of absence without pay will be granted to not more than two (2) employees at a time who are selected to work on a full-time basis for the Union. Such leave shall not exceed one (1) year at a time and will only be renewed for two (2) additional years upon written request of the Union. The Hospital will be notified at least one (1) month in advance of the date on which such leave is to commence.

21:04

Leave for Public Office

Leave of absence without pay will be granted to an employee who may be elected to public office. An employee who contemplates running for such office shall notify the Hospital as far in advance as practicable. The duration of such leave shall not exceed one (1) term of office.

21:05

Bereavement Leave

An employee shall be granted three (3) regularly scheduled consecutive work days leave without loss of pay to attend the bereavement of a parent, spouse, brother, sister, child, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandchild. If the death of any person above necessitates travel in excess of three hundred (300) miles up to five (5) days may be granted.

The employer may also grant, in addition to the above, leave of absence without pay. Such leave of absence without pay shall not be in excess of five (5) calendar days.

One-half (1/2) days shall be granted without loss of pay to attend a funeral as a pall-bearer provided such employee has the approval of his Supervisor.

Where an employee is unable due to distance of travel to attend the funeral of any person mentioned herein, he shall be entitled to leave for mourning on the day of the funeral without loss of regular straight time earnings to which he would otherwise be entitled on that day.

21:06

Jury Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the **Hospital immediately** on the **employee's** notification that he will **be required** to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the **Hospital** the **full amount** of **compensation** received excluding **mileage**, travelling and meal **allowances** and an official receipt thereof.

An employee shall be granted one day off with pay to attend court for the purpose of receiving his **citizenship**.

**21:07** General Leave

The employer may grant a leave of absence without pay to an employee requesting such leave for a good and sufficient cause. Such requests shall **be** in writing and be approved by the **Employer**.

**21:08** Maternity Leave

- .01** Maternity **leave will** be granted in accordance with the **provision** of the Employment Standards Act **1974**, except where amended in this provision.
- .02** The service requirement for eligibility for maternity leave shall be ten (10) months of continuous service.
- .03** The employee shall give written notification one (1) month prior to the **commencement** of the leave of her request for leave **together** with her expected date of return. At such time she shall **also** furnish the Hospital with her Doctor's certificate as to pregnancy and expected date of delivery.
- .04** The employee has the right to extend the maternity leave to six (6) months in total. Written notice by the employee to extend the maternity leave will be given at least **two** (2) weeks **prior** to the **termination** of the initially approved leave. This notice **requirement will** be shortened in circumstances where medical complications occur in the two (2) weeks prior to the termination of the initially approved leave.
- .05** It is understood that during a maternity leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement **or** elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will **become** responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

Notwithstanding the above, the Hospital shall maintain its premium payments for applicable insured benefits and service credits for sick leave until the end of the month in which the leave commences.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

- .06 The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in .03 or .04 above by written notification received by the Hospital at least two (2) weeks in advance thereof.

This employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence,

- .07 Effective upon confirmation by the U.I.C. of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB Plan), an employee who commences maternity leave as provided under this agreement who is in receipt of Unemployment Insurance Pregnancy Benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings, such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance Pregnancy Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

\*

21:09

Employees absent from work without pay due to disability for 30 calendar days shall be placed in an inactive status and retained in such status for a period of thirty (30) months from the time such absence commenced.

If such employee is able to return to full, active and continuous employment within this period, he shall be reinstated. Such reinstatement shall be to his former position, work of a comparable nature, or in the first suitable available vacancy, at the sole and exclusive discretion of the Hospital, Seniority shall not accrue during such a period.

21:10

If an employee's absence without pay from the Hospital exceeds thirty (30) continuous calendar days the employee will become responsible for full payment of subsidized employee benefits in which he has participated for the period of the absence. In the case of such unpaid approved absences in excess of thirty (30) calendar days, an employee may arrange for the Hospital to prepay the full premium of the subsidized employee benefits for the entire period of the leave to ensure coverage.

21:11

Education Leave

- (a) Leave of absence, without pay, for the purpose of further education directly related to the employee's employment with the Hospital may be granted on written application by the employee to her Departmental Director or designate.
- (b) An employee shall be entitled to leave of absence without loss of earnings from her regularly scheduled working hours for the purpose of writing any examinations required in any recognized course in which the employee is enrolled to upgrade her professional qualifications.
- (c) Leave of absence without loss of regular earnings for regularly scheduled hours for the purpose of attending short courses, workshops, or seminars directly related to the employee's employment at the Hospital may be granted at the discretion of the Hospital upon written application by the employee to the Departmental Director or designate.

21:12

Adoption Leave

Where an employee with at least ten (10) months of seniority qualifies to adopt a child, such employee may be entitled to leave of absence without pay for a period of up to two (2) months duration or such longer period as may be required by the adoption agency concerned up to a maximum of six (6) months in total duration. An employee shall notify the Employer of his application to adopt a child, and shall further notify the Employer, in writing, of the acceptance of his qualifications as an adopting parent. Upon receipt of confirmation of the pending adoption, the employee shall immediately advise the Employer in writing, in order to provide the maximum advance notice. Approval for adoption leave shall not be unreasonably withheld.

21:13

Pre-paid Leave Plan

Effective April 1, 1989, the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them

to take a one (1) year leave of absence following the four (4) years of salary deferral.

- (b) The employee must make written application to the **Departmental Director** at least six (6) months prior to the **Intended commencement** date of the **programme (i.e. the salary deferral portion)**, **stating** the intended purpose of the leave.
- (c) **No more than one employee per unit**, one employee **from** Food Services and two employees **from** Physical Medicine (**no more than one of which may be from one division**) shall be absent on the **pre-paid** leave plan at any one time to a **maximum** of eight employees, covered by the collective agreement, or more at the **discretion of the Hospital**. The year, for the purpose of the programme, shall be September **1** of one year to August **31** of the following year **or** such other period as **may** be agreed upon by the employee, the Union and the Hospital.  

It is understood and agreed that the absence of an employee on the **pre-paid** leave plan shall have no effect on the entitlement to leave of absence, and the numbers so entitled, of employees under any other provision of the collective agreement.
- (d) Written applications will be reviewed by the Departmental Director or her designate. Leaves requested for the purpose of pursuing further formal professional education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the four (4) years of salary deferral, **20%** of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal **from** the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, plus accrued interest, **if any**, shall be paid to the employee at the **commencement** of the leave or in accordance with such other payment schedule as **may** be agreed upon between the Hospital and the employee.
- (h) All benefits shall be kept-whole during the four (4) years of salary deferral. During the year of the leave, seniority **will accumulate**. Service for the purpose of vacation and salary progression and other benefits will be retained but will **not** accumulate during the period of leave. The employee shall **become** responsible **for** the full payment of premiums for any **health** and welfare benefits in which she **is** participating. **Contributions** to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to draw **from** their accumulated sick leave during the year of the **pre-paid** leave.

- (l) An employee may withdraw from the Plan at any time during the deferral portion provided three (3) months notice is given to the Departmental Director. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminates employment the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- (1) The employee will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- (m) Final approval for entry into the pre-paid leave programme will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
- (a) A statement that the employee is entering the pre-paid leave programme in accordance with Article 21:13 of the Collective Agreement.
  - (b) The period of salary deferral and the period for which the leave is requested.
  - (c) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the pre-paid leave programme will be appended to and form part of the written agreement.



ARTICLE 22

PAYMENT OF WAGES AND ALLOWANCES

22:01

Pay Day

- (a) The Employer shall pay salaries, wages, overtime and bonuses bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime, and bonuses and deductions.

All employees shall receive their pay cheques during their normal shift on pay day except that afternoon shift employees, and those day shift employees whose day off falls on pay day, shall be paid on the day prior to pay day, and night shift employees shall be paid during their shift on the morning of pay day.

Where a payroll error has occurred which reduces the employee's wages in excess of ten dollars (\$10) an employee shall be able to obtain on demand, the amount owing to him prior to the next pay day.

- (b) The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

22:02

Vacation Pay

Employees may, upon giving at least twenty-one (21) days' notice, receive their vacation pay prior to taking their annual vacation.

22:03

Promotions and

If a Registered Nurse is assigned to direct or supervise or oversee work of Registered Nurses in any area, for a four (4) hour shift, she shall be paid a premium of 40¢ per hour in addition to her regular salary and profit premium, effective December 15, 1981.

22:04

- (a) The Hospital may hire new employees at a rate higher than the starting rate set out herein where the Hospital considers previous experience warrants a higher starting rate.
- (b) Employees in the classification of Registered Nurse commencing employment with this Hospital, shall be given recognition for previous recognized service in their vocation as follows:

Requidion

Service

1 year for  
2 years for  
3 years for  
4 years for  
5 years for

2 years  
4 years  
6 years  
8 years  
10 years

and shall receive the rate of pay as set out herein,

(c) The Hospital may hire new employees at a rate of not more than ten percent (10%) below the starting rate as set out in Schedule "A" where the qualifications of such employees have not as yet been efficiently determined by the appropriate licensing body. Failure to produce such qualifications within the specified period of time allowed by the appropriate licensing body will result in dismissal of the employee. If registration is established prior to an anniversary date the starting rate shall apply. If established after the anniversary date, the first year rate will apply. In both instances further anniversary dates shall be on the anniversary of the original date of employment in the pending classification,

22:05 Registered Nurses are required to present to the Assistant Administrator of Nursing by January 31 of each year their current Certificate of Competence or proof of application thereof,

ARTICLE 23

UNIFORMS

23:01 All employees shall furnish their own uniform and shall receive five dollars (\$5.00) per month for maintenance, replacement and laundering.

ARTICLE 24

WEST PERIODS

- 24:01 (a) A fifteen (15) minute rest period shall be allowed mornings and afternoons for all employees.
- (b) For shift employees, a similar rest period will be allowed on the first and second parts of each shift,
- (c) When an employee performs authorized overtime of at least two (2) hours duration, the employer will designate a rest period of ten (10) minutes duration.

\_\_\_\_\_  
LSS  
Union

\_\_\_\_\_  
*[Signature]*  
Bd. of Gov.



or equivalent, subject to the **terms** and conditions of such plan, provided the balance of the monthly **premiums** is paid by the employee through payroll deduction.

Effective April 1, 1989 the employer shall contribute one hundred per cent (100%) of the said **premium**.

**27:03**      **CUMBA**

The employer shall contribute **seventy-five** percent (75%) of the **billed** premium of the **Cumba** Supplemental Hospital Contract and the **Cumba** Comprehensive Medical Protection Plan for all eligible employees and retired **employees** on pension.

Effective April 1, 1989 the deductible for the **CUMBA** Comprehensive Medical Protection Plan will be fifteen dollars (\$15.00) (single) and twenty-five dollars (\$25.00) (family).

**27:04**      **Dental Plan**

Effective August 1, 1985, the Hospital agrees to contribute fifty percent (50%) of the billed **premiums** towards coverage of eligible participating employees under the **Cumba** Grey Plan (based on the current **O.D.A.** fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.

Effective April 1, 1990 the Hospital agrees to contribute seventy-five per cent (75%) of the said **premium**.

**ARTICLE 28**

**NO STRIKE OR LOCK-OUT**

**28:01**      There shall be no strike or lock-out as long as this Agreement **continues** to operate. The words "strike" or "**lock-out**" shall be defined by the Labour Relations Act, **R.S.O. 1970** as amended.

**ARTICLE 29**

**GENERAL**

**29:01**      Wherever the singular or masculine **is** used in this Agreement, **it shall** be considered as if the plural or feminine **has** been used where the context of the party or **parties** hereto so require.

- 29:02 Wherever the word "Supervisor" is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the bargaining unit.
- 29:03 Where used in this Agreement, the term 'working days' shall mean Monday to Friday, inclusive (exclusive of statutory holidays). Otherwise, the terms "days", "weeks", "months", and "years", shall be in accordance with the calendar designation.
- 29:04 The Hospital will provide a designated bulletin board for the exclusive use of the Union for posting notices. All notices posted thereon shall be signed by an officer of the Union and will be submitted to the Director of Personnel or his designate for approval before posting.
- 29:05 At the discretion of the Hospital, the retirement date for all employees shall be the first of the month following the date on which the employee reaches the retirement age as specified by his respective Pension Plan.
- 29:06 All time worked by an employee shall be from the time he reports to his area of work, to the time he leaves his area of work at the end of his shift.
- 29:07 The principle of equal pay for equal work shall apply, regardless of sex.
- 29:08 A copy of this Collective Agreement in a mutually agreeable form shall be issued by the Hospital to each employee. The cost of such copies will be shared equally by the Hospital and the Union.
- 29:09 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Assistant Administrator - Human Resources of the Hospital or his designate and the Secretary of the Union.

### ARTICLE 30

#### PENSIONS

- 30:01 All employees of the Hospital covered by this Agreement shall join the Hospitals of Ontario Pension Plan in accordance with the regulations of the Plan, except those employees who are now in and wish to remain in, the Municipality of Metropolitan Toronto Plan.

ARTICLE 31

TECHNOLOGICAL CHANGE

31:01

The Hospital undertakes to notify the Union In advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit,

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Employees who are subject to layoff due to technological change will be given notice of such layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation, and the provisions of Article 10.01 will apply.

31:02

Where computers are introduced into the workplace and employees are required to utilize those computers in the course of their duties, the Hospital agrees that necessary computer training will be provided at no cost to the employees involved.

ARTICLE 32

COLLECTIVE AGREEMENT RE-OPENERS

32:01

This Agreement shall continue in force and effect until March 31, 1991. Should the parties not bargain centrally, either Party to this Agreement may at any time during the last three (3) months of the Agreement, present to the others in writing proposed terms of a new or further agreement and/or amendments to this Agreement. A conference shall be held within twenty (20) days from the first giving of notice by either party at which time the parties shall commence negotiations on the proposed amendments and/or the terms of a new Agreement. Failing agreement by March 31, 1991, this Agreement and all its terms shall continue in force until a new Agreement is executed,

32:02

Notwithstanding the foregoing provisions, in the event that parties to this agreement agree to negotiate for its renewal through the process of Central Bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local

matters proposed for incorporation in the renewal of this Agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this Agreement. Upon receipt of such notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters,

It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central

**Negotiating Committee** respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be **subject** to such procedures as may be determined by mutual agreement between the Central Negotiating **Committees** referred to above.

  
\_\_\_\_\_  
Union

  
\_\_\_\_\_  
Bd. of Gov.

LETTER OF INTENT

• between •

The Board of Governors of **The** Riverdale Hospital

• and •

The Canadian Union of Public Employees and its **Local 79**  
(**Nurses** and Paramedical Unit)

Bargaining

Where a bargaining date is agreed to by the parties and that date is within three weeks of such agreement, then the Hospital shall pay employees on the Union bargaining committee who are not scheduled to work the equivalent of their normal daily wages for such bargaining date.

Dated at TORONTO, Ontario, this 11 day of Nov 1988.

For the Union:

Spindow  
Linda J. Lenees  
\_\_\_\_\_  
\_\_\_\_\_

For the Hospital:

[Signature]  
F.O. Kardle  
\_\_\_\_\_  
\_\_\_\_\_



- between -

The Board of Governors of The Riverdale Hospital

- and -

The Canadian Union of Public Employees and its Local 79  
(Nurses and Paramedical Unit)

Scheduling

The parties agree that their representatives shall meet during the term of this Agreement to discuss general scheduling concerns and, more particularly, the possibility of scheduling 50% of weekends off.

Dated at TORONTO, Ontario, this 5<sup>th</sup> day of Nov 1988.

For the Union:

Skandalis  
Wanda J Sewell  
\_\_\_\_\_  
\_\_\_\_\_

For the Hospital:

[Signature]  
G. Hardle  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF INTENT

- between -

The Board of Governors of The Riverdale Hospital

- and -

The Canadian Union of Public Employees and its Local 79  
(Nurses and Paramedical Unit)

Sexual Harassment Policy

The Hospital, recognizing that employees should be free from sexual harassment and from reprisals or threat of reprisal for the rejection of such behaviour, commits to the development of a Hospital policy in this area and agrees to meet with representatives of the Union to discuss such policy.

Dated at TORONTO, Ontario, this 11 day of June 1981

For the Union:

Steenbaw  
Wanda Sewee  
\_\_\_\_\_  
\_\_\_\_\_

For the Hospital:

[Signature]  
J. G. Hardle  
\_\_\_\_\_  
\_\_\_\_\_

**DIETITIAN**(37 1/2 hours/week; 75 hours bi-weekly)

	<u>April 1, 1988</u>		<u>April 1, 1989</u>		<u>April 1, 1990</u>	
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>
	\$	\$	\$	\$	\$	\$
START	2582.60	15.893	2679.45	16.489	2786.63	17.148
YEAR 1	2653.97	16.332	2753.49	16.945	2863.63	17.622
YEAR 2	2725.32	16.771	2827.52	17.400	2940.62	18.096
YEAR 3	2794.11	17.195	2898.89	17.839	3014.85	18.553
YEAR 4	2865.44	17.633	2972.89	18.295	3091.81	19.027
YEAR 5	2935.53	18.065	3045.61	18.742	3167.43	19.492

**PHYSIOTHERAPIST/OCCUPATIONAL THERAPIST**(35 hours/week; 70 hours/bi-weekly)

	<u>April 1, 1988</u>		<u>April 1, 1989</u>		<u>April 1, 1990</u>	
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>
	\$	\$	\$	\$	\$	\$
START	2582.61	17.028	2679.46	17.667	2786.64	18.373
YEAR 1	2653.97	17.499	2753.49	18.155	2863.63	18.881
YEAR 2	2725.32	17.969	2827.52	18.643	2940.62	19.389
YEAR 3	2800.94	18.468	2905.98	19.160	3022.22	19.927
YEAR 4	2878.27	18.978	2986.21	19.689	3105.66	20.477
YEAR 5	2959.03	19.510	3069.99	20.242	3192.79	21.051

**SPEECH/LANGUAGE PATHOLOGIST**(35 hours/week; 70 hours/bi-weekly)

	<u>April 1, 1988</u>		<u>April 1, 1989</u>		<u>April 1, 1990</u>	
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>
	\$	\$	\$	\$	\$	\$
START	2733.57	18.024	2836.08	18.699	2949.52	19.447
YEAR 1	2818.88	18.586	2924.59	19.283	3041.57	20.054
YEAR 2	2905.49	19.157	3014.45	19.875	3135.03	20.671
YEAR 3	2990.78	19.719	3102.93	20.459	3227.05	21.277
YEAR 4	3078.73	20.299	3194.18	21.061	3321.95	21.903
YEAR 5	3165.34	20.870	3284.04	21.653	3415.40	22.519