

SOURCE	HOSP		
EFF.	92	04	01
TERM.	96	03	31
No. OF EMPLOYEES	167		
NOMBRE D'EMPLOYÉS	167		

COLLECTIVE AGREEMENT

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 AND ITS LOCAL 79,
(NURSES AND PARAMEDICAL UNIT)

hereinafter called the Union,

Party of the Second Part

Expires March 31, 1996

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AGREEMENT

This Agreement made this _____ day of _____ 199

BETWEEN

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

Party of the First Part

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 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:



Union

Board of Governors

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 Nurse Managers, Head Therapists, Assistant Director, Food Services and persons above the rank of Nurse Manager, Head Therapist and Assistant Director, Food Services 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 discrimination, 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, sexual orientation, place of residence nor by reason of his/her 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/her regular hourly rate of pay.

5:02 Contracting In

Further to Article 10.01(b)(i)(1) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit,

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 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/her 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 Employers premises in order to investigate or assist in the settlement of a grievance. Prior to this investigation, such Business Representative or his/her designate, will be required to notify the Executive Director, or his/her representative, of his/her presence in the Hospital.

8:04 Labour-Management Committee

A Labour-Management Committee shall be set up consisting of three (3) employee representatives of the Union and three (3) representatives of the Hospital. With the mutual agreement of the parties, additional representatives shall be admitted to meetings.

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 fulfil 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/her regular duties to attend to the investigation of a grievance, a steward will obtain permission from his/her supervisor to do so, and will report back to his/her supervisor when resuming his/her 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/her own, he/she shall first advise the other department head or person in charge prior to the investigation of the grievance. Such steward shall hold his/her conference in a private area other than a duty area.

8:07 Union Stewards

The Union may appoint or otherwise select six (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, lay-offs 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/her length of service with the Hospital.

The employee will receive a written progress report at approximately the mid-point of the trial period. Such report will be discussed with the employee. It is understood that the contents of the progress report are not grievable.

9:03 Seniority During Absence

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

- (a) is discharged for cause and is not reinstated;
- (b) he/she resigns;
- (c) he/she 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 lay-off, 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/her 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/she shall retain and accumulate seniority in the position from which he/she was temporarily transferred.

9:05 Effect of Absence

- (a) Length of Service will be interpreted by the Hospital as years of unbroken service with ~~the Hospital~~. It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence 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 for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Hospital in accordance with the Workers' Compensation Act, will continue to pay its share of the premiums for up to twelve (12) months while an employee is

in receipt of W.C.B. benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.C.B. benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in W.C.B. benefits.

ARTICLE 10

LAY-OFFS AND REHIRINGS

10:01 Notice and Redeployment Committee

(a) Notice

In the event of a proposed lay-off at the Hospital of a permanent or long-term nature, or the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than six (6) months written notice of the proposed lay-off or elimination of position; and
- (ii) provide to the affected employee(s), if any, no less than six (6) months written notice of lay-off, or pay in lieu thereof.

~~Where~~ a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent lay-off.

(b) Redeployment Committee

At each hospital, a Redeployment Committee Meeting will be established not later than two (2) weeks after the notice referred to in 10.01 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (1) Identify and propose possible alternatives to the proposed lay-off(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Hospital which could be performed by bargaining-unit employees who are or would otherwise be laid off;

- (2) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
 - (a) within the bargaining unit; or
 - (b) within another CUPE bargaining unit; or
 - (c) not covered by a collective agreement.
- (3) Identify the re-training needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (4) Subject to Article 10.04(b), the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority, if with the benefit of up to six (6) months re-training, an employee has become able to meet the normal requirements of the job.
- (5) Any dispute relating to the foregoing procedures may be filed as a grievance commencing at Step 3.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The Union will have a minimum of three (3) representatives on this committee. Where for the purposes of HTAP (the Ontario Hospitals Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representatives shall be paid by the Hospital at his/her regular or premium rate as may be applicable.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) Disclosure

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the Committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization of services and involving the elimination of any position(s) or any lay-off(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

10:02 Lay-off and Recall

An employee in receipt of notice of lay-off pursuant to 10:01 (a) (ii) may:

- (a) accept the lay-off, or
- (b) opt to receive a separation allowance as outlined in Article 10.05; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension plan (HOOPP) as outlined in Article 30(b); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to lay-off has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 10.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his/her intention to do so and the position claimed within seven (7) days after receiving the notice of lay-off.

Note purposes of the operation of Clause (d), an identical-paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate. In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this article, a laid off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight time hourly rate at the level of service corresponding to that of the employee is within 5% of the laid off employee's straight time hourly rate.

An employee who is subject to lay-off other than a lay-off of a permanent or long-term nature shall have the right to accept the lay-off or displace another employee in accordance with (a) and (d) above.

An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he/she has the ability to perform the work before such

opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he/she was laid off shall have the privilege of returning to the position held prior to the lay-off should it become vacant within six (6) months of being recalled.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her proper address being on record with the Hospital.

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.


No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the six-month notice period provided for in Article 10.01.

10.03 Benefits on Lay-off

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the Payroll Office of the Hospital provided that the employee informs the Hospital of his/her intent to do so at the time of the lay-off, and arranges with the Hospital the appropriate payment schedule.



Union

Board of Governors

10:04 Re-training

(a) Re-training for positions within the Hospital

Where, with the benefit of re-training of up to six (6) months, an employee who has either accepted the lay-off or who is unable to displace any other employee could be redeployed to a Hospital position identified by the Redeployment Committee in accordance with Article 10.01 (b)(i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through re-training shall be offered to employees who apply and would qualify for the position with the available re-training in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent lay-off and been approved for retraining in order to prevent a lay-off will have their work schedules adjusted in order to enable them to participate in the re-training and scheduling, and seniority requirements may by mutual agreement be waived, The Redeployment Committee will seek the assistance of the Hospital Training and Adjustment Panel (HTAP) to cover the cost of tuition, books and any travel.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to lay-off who may require a leave of absence to undertake re-training in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid off employees who are approved for re-training in order to qualify for a vacant position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of his/her training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 10.04(a)(i).

An employee subject to lay-off who applies but later declines to accept a re-training offer or fails to complete the training will remain subject to lay-off.

10:05 Separation Allowance

- (a) Where an employee resigns within one (1) month (30 days) after receiving notice of lay-off pursuant to Article 10.01(a)(ii) that his/her position will be eliminated, he/she shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service to a maximum of twelve (12) weeks pay, and, on

production of receipts from an approved educational programme within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

- b) Where an employee resigns later than one (1) month after receiving notice pursuant to Article 10.01 (a)(ii) that his/her position will be eliminated, he/she shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1,250).

ARTICLE 11

PROMOTIONS AND STAFF CHANGES

11:01 Posting of Vacancies

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/she shall be returned to his/her former position without loss of seniority and his/her 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/her former position without loss of seniority and his/her 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 performing the normal requirements of his/her regular work, will be given any available light work at the rate of 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/her 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/she 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/her 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/she has first given his/her immediate supervisor the opportunity of adjusting his/her complaint. Such complaint shall be discussed with his/her 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/her 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/her 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/her decision in writing within nine (9) calendar days following the day on which the grievance was presented to him/her. 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/her Department Head who will deliver his/her 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/her designee. A meeting will then be held between the Hospital Administrator or his/her 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/her designee may have such counsel and assistance as he/she 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 used with respect to a grievance directly affecting an employee which such employee could himself/herself 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/her 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/her probationary period that he/she 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/her 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 and shop steward or union representative of their choice if they so request. 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 Workers' 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 day
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/she shall be entitled to an accrual of all the unused portion of sick leave for his/her 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/her 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/her accumulated sick leave.

Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 14.02 may be subject to the grievance and arbitration process under the provisions of this collective agreement.

14:03 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/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave or lay-off.

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

he/she could have earned in nine (9) months at the regular month's rate received by him/her immediately prior to his/her 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/her intention to return to work no later than the day prior to the date he/she 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.

14:08 Payment pending determination of W.C.B. claims

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit he/she would receive from Workers' Compensation if his/her claim was approved, or the benefit to which he/she would be entitled under the sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

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 and one-half (7-1/2) 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/she will be paid overtime rates of time and one-half for each day that he/she works in excess of the seven (7) consecutive regularly scheduled work days,

(b) If an employee is called in before his/her regular shift commences he shall be paid overtime rates of time and one-half until his/her 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/her regular holiday pay, or a day off in lieu of holiday pay, at his/her option and as arranged not less than two (2) weeks in advance with his/her 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 commencement of a regular shift at the rate of time and one-half, afterwards 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 lay-off 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 premium 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 (48) hours notice of such change. If the change necessitates the employee working on an off day, or he/she is not given forty-eight (48) 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 An employee shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked on the evening shift, provided that such hours exceed two (2) hours if worked in conjunction with the day shift. A premium of one dollar and twenty-five cents (\$1.25) will be paid per hour for each hour worked on the night 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.

18:03 An employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour worked between 2400 hours Friday and 2400 hours Sunday.

ARTICLE 19

DESIGNATED HOLIDAYS

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

New Year's Day	Canada 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/her option and as arranged in advance with his/her supervisor.
- 19:05 When a designated holiday falls within an employee's vacation period, he/she 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 Years 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) Four (4) weeks after three (3) years of service.
 - (d) Five (5) weeks after fifteen (15) years of service.
 - (e) 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.
- 20:02 (b) An employee shall become eligible for his/her increased vacation entitlement as outlined in Article 20:01 in the year in which the appropriate anniversary date of employment falls. Where his/her 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/her Department Head, take his/her annual vacation at any time in the vacation year.
- 20:08 An employee may, subject to the approval of his/her Department Head, postpone his/her 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/her 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/her 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/she 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.



 Union

 Board of Governors

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. In addition, bereavement leave will be granted for a same sex partner. 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/her Supervisor.

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

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

Pregnancy Leave

01 Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1980, c.137, as amended by R.S.O. 1990, c.26.

02 (a)(i) An employee on pregnancy leave shall continue to participate in the following benefit plans as provided for in Article 27:

- 1) Group Life Insurance (27:02)
- 2) CUMBA (27:03)
- 3) Dental Plan (27:04)

and the pension plan as provided for in Article 30 unless she elects, in writing, not to so participate.

(ii) The employee shall remit, in advance of the month for which coverage in the benefit plan is to be provided, the employee's portion, if any, of the billed premium. The employer

shall continue to pay the employer's portion of the billed premium unless the employee gives notice that she does not intend to pay her portion of the billed premium.

- (b) Seniority accrued during the pregnancy leave shall not be credited toward the eligibility of benefits as provided in the benefit provisions enumerated in Article 27.

03 The supplemental unemployment benefit. (SUB) plan provided for in this article shall only be available to employees who have completed ten (10) continuous and uninterrupted months of service with the Hospital.

Effective upon confirmation by the U.I.C. of the Hospital's SUB Plan, the benefits provided for in this article shall be available to employees who have been employed by the Hospital for at least thirteen (13) weeks.

An employee who is in receipt of Unemployment Insurance Pregnancy Benefits pursuant to Section 18 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

Parental Leave

- 01 Parental leave will be granted in accordance with the provisions of the Employment Standards Act, R.S.O. 1980, c.137 as amended by R.S.O. 1990, c.26.
- 02 Article 21:08:02 respecting participation in benefit plans and accrual of seniority for employees on pregnancy leave shall apply, mutatis mutandis, to employees on parental leave.
- 03 Effective upon confirmation by the U.I.C. of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who commences parental leave and is in receipt of Unemployment Insurance Parental Benefits pursuant to the Unemployment Insurance Act, as amended, shall be paid a supplemental unemployment benefit.

That benefit will be equivalent to the difference between seventy-five per cent (75%) of his/her regular weekly earnings and the sum of his/her

weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence upon receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that he/she is in receipt of Unemployment Insurance Parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours.

21:10 Absence less than thirty (30) calendar days

Employees absent from work without pay due to disability for thirty (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/she shall be reinstated. Such reinstatement shall be to his/her 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.

21:11 Absence greater than thirty (30) calendar days

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/she 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.

21:12 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 his/her Departmental Director or designate.
- (b) An employee shall be entitled to leave of absence without loss of earnings from his/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 his/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.

Pre-paid Leave Plan

Effective April 1, 1989, the Hospital agrees to introduce a pre-paid leave programme, 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 his/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 him/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 he/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.

- (i) 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.
- (l) 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.

21:14 Citizenship Leave

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

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/her 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 Substitution

Whenever a Registered Nurse is assigned additional responsibility to direct or supervise or oversee work of Registered Nurses, and/or is assigned overall responsibility for patient care on the Unit, ward, or area, for a tour of duty, he/she shall be paid a premium of seventy (70) cents per hour in addition to his/her regular salary and applicable premium.

22:04 Recognition of Previous Experience

- (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) A claim for recent related clinical experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience so that his/her recent related clinical experience may be determined and evaluated during his/her probationary

period. Having established the recent related clinical experience, the Hospital will credit the new employee with one (1) annual service increment for each year of experience up to a maximum of Level 6 (i.e. 5th year increment).

If a period of more than two (2) years have elapsed since the employee has occupied a full-time or part-time position, then the number of increments to be paid, if any, shall be at the discretion of the Hospital. The Hospital may also give effect to part-time experience in special circumstances,

- (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 Certificate of Competence

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

REST 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.

ARTICLE 25

WASH-UP TIME

25:01 A five (5) minute wash-up time shall be allowed to all employees immediately prior to the end of each day's work.

The provisions of this clause shall not apply to those employees normally working on jobs requiring them to remain on duty during a turn-over period, as outlined in Article 15:01 (a).

ARTICLE 26

JOB RECLASSIFICATION

26:01 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

ARTICLE 27

WELFARE BENEFITS

27:01 Hospital Insurance

The employer shall contribute one hundred percent (100%) towards the billed premium-for standard ward coverage under the Ontario Health Insurance Plan.

27:02 Group Life Insurance

The employer shall contribute eighty per cent (80%) of the billed premium under the Hospitals of Ontario Group Life Insurance Plan (HOOGLIP) 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 per-cent (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.

27:05 Insured Benefits

The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

The early retired employee's share towards the billed premium of the insured benefits plans will be deducted from his/her monthly pension cheque.

27:06 A copy of all current master policies of the benefits referred to in this article shall be provided to the union.

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.



Union

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/her 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/her respective Pension Plan.
- 29:06 All time worked by an employee shall be from the time he/she reports to his/her area of work, to the time he/she leaves his/her area of work at the end of his/her 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/her designate and the Secretary of the Union.

ARTICLE 30

PENSIONS AND RETIREMENT ALLOWANCE

- 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.

30:02 Prior to issuing notice of lay-off pursuant to Article 10.01 (ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of lay-off under Article 10.01(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks salary for each year of service, plus a pro-rated amount for any additional partial year of service, to a maximum ceiling of 26 weeks salary, and, in addition, full-time employees shall receive a single lump sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

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.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

Employees who are subject to lay-off due to technological change will be given notice of such lay-off 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


PAYMENT FOR LEGISLATED COMMITTEE MEMBERS

- 32:01 Nurses who are members of committees pursuant to Regulation 518 of the Public Hospitals Act will suffer no loss of earnings for time spent during regular working hours for attending committee meetings.
- 32:02 Where a nurse attends a committee meeting outside of regularly scheduled hours, he/she will be paid for all hours spent in attendance at meetings at his/her regular straight time hourly rate.

ARTICLE 33

COLLECTIVE AGREEMENT RE-OPENERS

- 33:01 This Agreement shall continue in force and effect until March 31, 1996. 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, 1996, this Agreement and all its terms shall continue in force until a new Agreement is executed.
- 33:02 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 patty 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

 Board of Governors



IN WITNESS WHEREOF, the parties have agreed by the hands of their proper officers on that
half.

Dated at Toronto, Ontario, this 8th day of December 1994

FOR:

The Board of Governors of
The Riverdale Hospital

Luis Cantares
Stan Andreca

FOR:

Local 79, Canadian Union of Public
Employees (Nurses/Paramedical Unit)

George Dubas
Deus Casey
Jim Desjardins
Boulaux
Bohyte
M. Makani
Fathy Johnson

[Signature]
Union

Board of Governors

LETTER OF INTENT

- between -

The Board of Governors of The Riverdale Hospital

- and -

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 this 8th day of December 1994

For the Hospital:

For the Union:

Leo Cantona

Paul T. Dubas

Ottav D'Andrie

Kathy Johnson

LETTER OF UNDERSTANDING

- between -

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

- and -

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

Flexible Working Hours - - -

The parties agree that their representatives shall meet during the term of this Agreement to discuss the feasibility of implementation of flexible or variable working hours in the Rehabilitation Department.

Dated at TORONTO this 8th day of December 199 4

For the Hospital:

For the Union:

Leslie Paulsen

Gene T. Dubas

Alan J. Anderson

Kathy Johnson

LETTER OF INTENT

- between -

The Board of Governors of The Riverdale Hospital

- and -

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 this 8th day of December 1994

For the Hospital:

For the Union:

Len Cantor

Paul F. Dubas

Stan Andre

Kathy Johnson

LETTER OF INTENT

- between -

The Board of Governors of The Riverdale Hospital

- and -

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 this 8th day of December 199 4

For the Hospital:

For the Union:

Laini Cantello
John D. Anderson

Gene & Debra
Kathy Johnson

LETTER OF INTENT

- between -

The Board of Governors of The Riverdale Hospital

- and -

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

Third Monday in February

The parties agree that for a trial period effective January 4, 1994 and running concurrent with the Nurses & Paramedical Unit Collective Agreement that employees in the classifications of Speech Language Pathologist, Occupational/Physio Therapist shall have a float day instead of the third Monday in February as designated in Article 19.01. This float day shall be determined by the mutual agreement between the employee and the Hospital and shall be taken within the calendar year.

Dated at TORONTO this 8th day of December 1993 4

For the Hospital:

For the Union:

Lois Cantello

Ann Z. Dubois

Stan D'Andrea

[Signature]

LETTER OF INTENT

- between -

The Board of Governors of The Riverdale Hospital

- and -

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

Regional Redeployment Committee

The Hospital agrees to approach the Ontario Hospital Association-with respect to membership on any Regional Redeployment Committee established to identify employment opportunities and to facilitate and arrange for the redeployment of laid-off employees. In the event membership is accepted, the Hospital agrees to operate in accordance with the terms of the CUPE Central Award handed down by the Haefling Board on March 31, 1993, Article 9.11(c) which appears on Page 25-26 of the Award.

Dated at TORONTO this 8th day of December 199 4

For the Hospital:

For the Union:

Lou Cantello

Paul J. Debas

Stan Ardica

Kathy Johnson

SCHEDULE 'A' - WAGE RATES

C.U.P.E. Local 79 (Nurses/Paramedical Unit)

REGISTERED NURSE
(37-1/2 hours/week; 75 hours/bi-weekly)

	<u>April 1, 1992</u>		<u>April 1, 1993</u>		<u>January 1, 1994</u>		<u>January 1, 1995</u>		<u>January 1, 1996</u>	
	<u>Month</u> \$	<u>Hour</u> \$	<u>Month</u> \$	<u>Hour</u> \$	<u>Month</u> \$	<u>Hour</u> \$	<u>Month</u> \$	<u>Hour</u> \$	<u>Month</u> \$	<u>Hour</u> \$
Start	2732.17	16.81	2778.75	17.10	2824.25	17.38	2869.75	17.66	2915.25	17.94
Year 1	2877.67	17.71	2925.00	18.00	2970.50	18.28	3016.00	18.56	3061.50	18.84
Year 2	3000.00	18.46	3046.88	18.75	3092.38	19.03	3137.88	19.31	3183.38	19.59
Year 3	3166.67	19.49	3214.25	19.78	3259.75	20.06	3305.25	20.34	3350.75	20.62
Year 4	3333.33	20.51	3380.00	20.80	3425.50	21.08	3471.00	21.36	3516.50	21.64
Year 5	3500.00	21.54	3547.37	21.83	3592.88	22.11	3638.38	22.39	3683.88	22.67
Year 6	3708.33	22.82	3755.38	23.11	3800.88	23.39	3846.38	23.67	3891.88	23.95
Year 7	3916.67	24.10	3963.38	24.39	4008.88	24.67	4054.38	24.95	4099.88	25.23
Year 8	4125.00	25.38	4171.38	25.67	4216.88	25.95	4262.38	26.23	4307.88	26.51
Year 9	4333.33	26.67	4381.00	26.96	4426.50	27.24	4472.00	27.52	4517.50	27.80
R.N. Pending	2693.89	16.578	2741.05	16.868	2786.55	17.148	2832.05	17.428	2877.55	17.708

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SCHEDULE 'A' - WAGE RATES

C.U.P.E. Local 79 (Nurses/Paramedical Unit)

DIETITIAN

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

	<u>April 1, 1992</u>		<u>April 1, 1993</u>		<u>January 1, 1994</u>		<u>January 1, 1995</u>		<u>January 1, 1996</u>	
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Start	3253.74	20.023	3300.86	20.313	3346.36	20.593	3391.86	20.873	3437.36	21.153
Year 1	3343.93	20.578	3391.05	20.868	3436.55	21.148	3482.05	21.428	3527.55	21.708
Year 2	3433.79	21.131	3480.91	21.421	3526.41	21.701	3571.91	21.981	3617.41	22.261
Year 3	3520.40	21.664	3567.53	21.954	3613.03	22.234	3658.53	22.514	3704.03	22.794
Year 4	3610.43	22.218	3657.55	22.508	3703.05	22.788	3748.55	23.068	3794.05	23.348
Year 5	3698.50	22.760	3745.63	23.050	3791.13	23.330	3836.63	23.610	3882.13	23.890

PHYSIOTHERAPIST/OCCUPATIONAL THERAPIST

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

	<u>April 1, 1992</u>		<u>April 1, 1993</u>		<u>January 1, 1994</u>		<u>January 1, 1995</u>		<u>January 1, 1996</u>	
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Start	3486.28	21.454	3533.40	21.744	3578.90	22.024	3624.40	22.304	3669.90	22.584
Year 1	3582.64	22.047	3629.76	22.337	3675.26	22.617	3720.76	22.897	3766.26	23.177
Year 2	3679.16	22.641	3726.29	22.931	3771.79	23.211	3817.29	23.491	3862.79	23.771
Year 3	3781.05	23.268	3828.18	23.558	3873.68	23.838	3919.18	24.118	3964.68	24.398
Year 4	3885.38	23.910	3932.50	24.200	3978.00	24.480	4023.50	24.760	4069.00	25.040
Year 5	3994.41	24.581	4041.54	24.871	4087.04	25.151	4132.54	25.431	4178.04	25.711

SCHEDULE 'A' -WAGE RATES

C.U.P.E. Local 79 (Nurses/Paramedical Unit)

**SPEECH LANGUAGE PATHOLOGIST
(37-1/2 hours/week; 75 hours/bi-weekly)**

	<u>April 1, 1992</u>		<u>April 1, 1993</u>		<u>January 1, 1994</u>		<u>January 1, 1995</u>		<u>January 1, 1996</u>	
	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>	<u>M o n</u>	<u>Hour</u>	<u>Month</u>	<u>Hour</u>
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Start	3690.05	22.708	3737.17	22.998	3782.67	23.278	3828.18	23.558	3873.68	23.838
Year 1	3805.10	23.416	3852.23	23.706	3897.73	23.986	3943.23	24.266	3988.73	24.546
Year 2	3922.43	24.138	3969.55	24.428	4015.05	24.708	4060.55	24.988	4106.05	25.268
Year 3	4037.31	24.845	4084.44	25.135	4129.94	25.415	4175.44	25.695	4220.94	25.975
Year 4	4156.10	25.576	4203.23	25.866	4248.73	26.146	4294.23	26.426	4339.73	26.706
Year 5	4272.94	26.295	4320.06	26.585	4365.56	26.865	4411.06	27.145	4456.56	27.425