

COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF DIRECTORS 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 & PARAMEDICAL FULL-TIME AND
PART-TIME UNITS)**

hereinafter called the Union,

Party of the Second Part

Expires March 31, 2001

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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:

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

(a) Full-time Unit:

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.

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(b) Part-time Unit:

The Employer recognizes the Canadian Union of Public Employees, Local 79, as the exclusive bargaining agent for all employees of The Board of Governors of the Riverdale Hospital in the Municipality of Metropolitan Toronto, regularly employed for not more than twenty-four (24) hours per week as Registered Nurses and Graduate Nurses employed in a nursing capacity, Physiotherapists, Occupation Therapists, Speech/Language Pathologists and Dieticians, save and except, Head Therapists, Co-ordinators Food Services, Nursing Unit Directors, and persons above the rank of Nursing Unit Director, Head Therapist and Co-ordinators Food Services, and persons in the Bargaining Unit for which any trade union held bargaining rights as of February 28, 1994.

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 Other Agreements

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 practiced 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.

4.02 The principle of equal pay for work of equal value shall apply regardless of sex

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 – UNION SECURITY

6:01 Check-off of Union Dues

The Employer agrees to deduct from every employee any monthly dues or assessments uniformly levied, in accordance with the Union By-laws, and owing by him/her to the Union. Deductions shall be made from each pay and shall be forwarded to the Treasurer of the Union not later than one (1) week from date of deduction, accompanied by a list of all employees from whose wages the deductions have been made.

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

6:02 Notification to Union

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.

6.03 T4 Slips – Part-time Employees

The Employer will provide each employee with a T4 Supplementary Slip showing the dues deducted in the previous year for income tax purposes 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.

Part Time

Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

ARTICLE 8 – REPRESENTATION AND COMMITTEES

8:01 Bargaining Committee

The Hospital agrees to recognize a negotiating committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement. The Hospital agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct

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negotiations for a renewal agreement, not including arbitration. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.

When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one (1) day leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 21.02.

The Union may appoint a Bargaining Committee consisting of not more than six (6) employees of this Hospital three (3) of which shall be full-time and three (3) of which shall be part-time. At least two (2) of these six (6) 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.

8:02 Grievance Committee

The Union Grievance Committee shall consist of not more than six (6) members (employees) of this hospital three (3) of which shall be full-time and three (3) of which shall be part-time. The Union will advise the Hospital of the names of its committee members. 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 Employer's 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 Director of Human Resources, 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 five (5) employee representatives of the Union, three (3) of which shall be full-time and two (2) of which shall be part-time and five (5) 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

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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 chairperson 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 Chairperson. 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.

If the meetings are scheduled during the employees normal working hours, time spent away from regular duties shall be without loss of straight time remuneration and for part-time employees, any applicable percentage in lieu.

In light of other existing agreements between CUPE and the Hospital providing for such committees, the Committee may be a joint one representing employees under two (2) or more agreements, provided two (2) representatives from each of the Bargaining Units is present.

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.

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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 co-operate 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 co-operation 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 twelve (12) 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.

8.08 For Union Business – Part-time Employees

The Hospital agrees that permission shall be granted upon request to representatives of the Union to leave their assigned work in order to carry on investigations or negotiations with the Hospital with respect to a grievance or complaints and they shall suffer no loss

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of pay for the time so spent.

8.09 Interchangeability Of Stewards And Officers – Part-time Employees

The Hospital agrees that Stewards and Local Union Officers within the Local 79 bargaining units at the Hospital may be involved in investigating and processing of grievances and are interchangeable between bargaining units.

8.10 Part-time Employees

When an employee attends a committee meeting outside of regularly scheduled hours, she/he will be paid for all hours in attendance at such meetings at his/her regular straight time hourly rate and/or any premium in lieu of benefits and vacation to which the employee may otherwise be entitled.

8:11 JOINT PROFESSIONAL COMMITTEE

The parties agree that it is beneficial for the hospital and its employees to address concerns and participate in decisions that could effect the quality/quantity of patient care. A JOINT PROFESSIONAL COMMITTEE will be established to deal with issues of change to work processes and operations and issues of workload and assignment.

The JOINT PROFESSIONAL COMMITTEE shall be comprised of equal numbers of representatives of the Hospital and the Union. The composition of the committee shall consist of three (3) members appointed by the union and three (3) members appointed by the employer. The Union shall have the right to have the assistance of a national representative from CUPE or a Local 79 Official. At least one union member shall be from the discipline(s) scheduled for discussion on the meeting agenda.

Time spent attending such meetings shall be deemed to be work time for which the Hospital employees from the Union shall be paid by the Hospital at their regular rate of pay without loss of seniority, service credits and benefits or otherwise.

Each party shall appoint a co-chair from the Committee. Co-chairs shall chair alternate meetings of the Committee. The Co-chairs will be jointly responsible for establishing the agenda of the Committee meetings, which shall be provided to the committee members at least one (1) week in advance.

A representative of the Hospital will take minutes of the meetings. The minutes will be circulated to all members of the committee. Any issues which might arise with respect to the Minutes will be discussed at the next meeting. Any member who still wishes to note changes to the Minutes after the discussion will do so in writing. This will be appended to the Minutes.

WORK PROCESSES AND OPERATIONS

In the event that the Hospital is considering introducing any non-minor changes to work processes and/or operations, excluding those required by immediate patient needs, which will affect the quality/quantity of patient care and/or work terms and conditions of

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employee(s) within the bargaining unit(s), the Hospital will notify the Union as soon as is practicable prior to the introduction of such changes. A description of the changes to be carried out, with disclosure of immediately foreseeable effects on employees, will be provided with the notice.

Within two (2) weeks of receiving the notice, the JOINT PROFESSIONAL COMMITTEE will meet to review the changes. The Committee will meet to discuss the changes and recommend measures to protect employees from adverse effects, if any, of the changes to be implemented. The changes will not be implemented prior to the first meeting or two (2) weeks, whichever is the earlier. The parties acknowledge that every effort will be made to meet prior to the changes being implemented but that inability to meet will not prevent implementation of changes. The parties will still meet to review the changes and make recommendations on their impact even if implementation has proceeded. The parties further agree that it is in the interest of both the Hospital and the Union to discuss these issues well in advance of implementation and in time to adopt any recommendations that have been agreed to.

The JOINT PROFESSIONAL COMMITTEE will meet within three (3) months following the implementation of the changes, at the request of either party, to evaluate the changes.

WORKLOAD AND ASSIGNMENT

The JOINT PROFESSIONAL COMMITTEE will meet once per month to discuss, investigate and resolve any issues raised by an individual or a group of nurses, dieticians and/or therapists on a without prejudice basis with respect to:

- 1) The assignment of an equitable distribution of work within a unit or a workload to an individual nurse, dietician or therapist or group of nurses, dieticians or therapists;
- 2) to review questions with respect to the quantity and quality of patient care;
- 3) to review the content of Orientation and In-Service Programs from time to time and make recommendations for improvement;
- 4) to review written submissions by nurses, dieticians and /or therapists with respect to the equitable distribution of work within a unit or with respect to their workload;
- 5) To provide a forum for nurses, dieticians and/or therapists to make oral submissions with respect to the equitable distribution of work within a unit or with respect to their workload; and
- 6) Other related matters.

Individual Complaints

Any nurse, dietician and/or therapist wishing to raise a complaint with respect to the appropriateness of the number of patients assigned to them or their workload shall first provide written submissions to the Co-chairs of JOINT PROFESSIONAL COMMITTEE within twenty (20) calendar days of the matter arising. The matter will be placed on the agenda for the next scheduled JOINT PROFESSIONAL COMMITTEE meeting. The individual shall attend the JOINT PROFESSIONAL COMMITTEE meetings to present his or her position and/or to respond to questions of the JOINT PROFESSIONAL COMMITTEE. Individuals shall receive the straight time rate of pay for attendance at that portion of the meeting dealing with their issue including any time spent waiting for the

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committee to reach their issue during the meeting.

The JOINT PROFESSIONAL COMMITTEE shall respond in writing to the concerns raised by the nurse, dietician and/or therapist within twenty (20) days of the final meeting to discuss the individual complaint.

8:12 Time Spent on Committees

If time spent participating on a Hospital committee, joint or otherwise, as a CUPE, Local 79 representative is scheduled 'time off', such time will be paid to the employee at straight time.

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 Hospital shall maintain an up-to-date seniority list showing each employee's seniority. 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 Full-time and Part-time Employees

(a) Full-time 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.

(b) Part-time Employees:

Newly hired employees shall be considered on a trial basis for a period of four hundred and fifty (450) hours 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 four hundred and fifty (450) hours 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.

(c) Written Progress Reports for New Full-time and Part-time Employees:

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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 – Part-time

(a) Part-time employees will accumulate seniority on the basis of hours paid in the bargaining unit from the last date of hire, except as provided herein.

Seniority will operate on a bargaining unit-wide basis.

(b) An employee whose status is changed from full-time to part-time shall receive full credit for his/her seniority and service based on fifteen hundred (1500) hours paid for each one (1) year of service provided that the full-time employee's full-time position was within the equivalent full-time bargaining unit.

(c) An employee whose status is changed from part-time to full-time shall receive credit for his/her seniority and service on the basis of one (1) year for each fifteen hundred (1500) hours paid, provided that the part-time employee's part-time position was within the equivalent part-time bargaining unit.

(d) An employee whose status changes from full-time to part-time, whose full-time position was not within the equivalent full-time bargaining unit, shall receive credit for service based on fifteen hundred (1500) hours paid for each one (1) year of service for the purpose of vacation entitlement, and shall not receive credit for the purposes of seniority or service for the purpose of wage progression. An employee whose status is changed from part-time to full-time, whose position was not within the equivalent part-time bargaining unit, shall receive credit for service for the purpose of vacation entitlement on the basis of one (1) year for each fifteen hundred (1500) hours paid, and shall not receive credit for the purposes of seniority, or service for the purpose of wage progression.

The above-noted employee shall be allowed a trial period of up to two hundred and twenty-five (225) hours during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he/she not transferred.

9:04 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 through the grievance/arbitration procedure;

(b) he/she resigns;

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- (c) he/she is absent from work in excess of three (3) 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 10:02;
- (h) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced;
- (i) is retired.

9:05 Seniority During Transfers to Positions Outside of the Bargaining Unit

No employee may be transferred to a position outside of the bargaining unit without her/his consent.

If an employee is temporarily transferred to a position not covered by this Agreement, she/he shall retain and accumulate seniority in the position from which she/he was temporarily transferred, for the first fifteen (15) months of the transfer. After the fifteen (15) months, all seniority shall be lost.

All such temporary transfers shall be of a specified length of time (and in no case shall be longer than fifteen (15) months), and the Union shall be notified of the length of the transfer and position title before the transfer takes place.

If an employee is permanently transferred to a position not covered by this Agreement, all seniority shall be lost.

9:06 Effect of Absence

No employee shall suffer any loss of Seniority while absent from work on WSIB or sick leave.

Full-time

(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

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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 Workplace Safety and Insurance Act, will continue to pay its share of the premiums for up to twelve (12) months while an employee is in receipt of Workers' Compensation Board 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 Workers' Compensation Board 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 if an employee's absence is due to a disability resulting in W.C.B. benefits.

Part-time

(d) Part-time employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in WCB benefits on the basis of what the employee's normal regular hours of work would have been.

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 five (5) 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 five (5) months written notice of lay-off, or pay in lieu thereof.

Note: 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

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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 six (6) representatives on this committee, three (3) of which shall be full-time and three (3) of which shall be part-time. 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

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

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(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; 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: For 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.

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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.
Full-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 – Full-time Employees

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.

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):

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(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).

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10.06 Part-time Employees

Employees hired for a fixed period to replace regular part-time employees who are replacing full-time employees during the vacation of the full-time employee will not be entitled to access the lay-off and recall provisions of the Collective Agreement.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11:01 Posting of Vacancies

Prior to filing any permanent vacancy or temporary vacancies in excess of five (5) months, the Employer shall post notice of the position on the designated Bulletin board for a minimum of seven (7) 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 the notice shall contain at least the following information: classification, rate of pay, department, unit, shift and qualifications. In addition, on a quarterly basis, the Hospital will provide Local 79 with a list of all persons occupying temporary vacancies in excess of five (5) months, including start date and duration of the vacancy.

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 five (5) 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.

Within the trial period the employee may voluntarily return or be returned by the Hospital to the position formerly occupied, without loss of seniority and former salary subject to any wage scale increments which may have occurred during the period in the new position.

The name of the successful applicant will be posted on the bulletin board for a period of

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seven (7) calendar days.

The Hospital will provide on a monthly basis a copy of all job postings and successful applicants to the Union.

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 pay applicable to the said light work.

11:04 Temporary Vacancies

Temporary vacancy shall be considered as one that is caused by the absence of an 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 an 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 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 Chief Executive Officer 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.

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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

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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 (2) nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.

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 Chairperson 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 (a) Full-time Employees:

The record of a full-time employee shall not be used against him/her at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

13.01 (b) Part-time Employees:

Any letter of reprimand, suspension or any other sanction will be removed from the record of a part-time employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one (1) year.

13.02 Access to Personnel File

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 Human Resources or designate and shop steward, Union representative of their choice, or co-worker 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

Full-time Employees:

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 Workplace Safety and Insurance 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 ½ day

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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 ½ days or less accumulates 1-1/2 days

Off without pay for more than ½ 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 ½ day

Off without pay for 15 continuous
Calendar days or more in any
month, accumulates 0 days

Leave of Absence for Union business without pay up to seven (7) consecutive calendar days in any month, accumulates 1-1/2 days

14:04 Sick Leave Records

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

14:05 Accumulated Sick Leave Provisions

(a) In the event of the death of an employee, there shall be paid to his/her surviving spouse or estate, an amount equivalent to his/her salary for one-half the number of days

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standing to his/her credit for sick leave, subject to a limit of an amount not in excess of what he/she would have earned in six (6) months at the rate received by him/her immediately prior to his/her death.

(b) For the purpose of computing length of service the following shall be included:

(1) All time worked with the Municipality of Metropolitan Toronto and any local Boards thereof, for all employees of the Hospital employed prior to January 1, 1974.

(2) All time lost on account of absence for reason of illness where the employee was paid for such absence or was considered as being on sick leave without pay.

(c) Every employee who has less than five (5) years of service and has become incapable through illness, old age or disability of efficiently discharging his/her duties and is retired shall receive an amount equivalent to his/her salary for one-half the number of days standing to his/her credit for sick leave at the rate received by him/her immediately prior to his/her retirement.

(d) Every employee who has completed five (5) or more years of service on severance of employment shall receive an amount equivalent to his/her salary for one-half the number of days standing to his/her credit for sick leave, subject to a limit of an amount not in excess of what he/she could have earned in six (6) months at the rate received by him/her immediately prior to his/her severance of employment.

(e) Every employee who has completed ten (10) or more years of continuous service on severance of employment shall receive an amount equivalent to his/her salary for eighty percent (80%) of the number of days standing to his/her credit for sick leave subject to a limit of an amount not in excess what he/she could have earned in nine (9) months at the regular monthly 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.S.I.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

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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 Workplace Safety and Insurance 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.

Part-time Employees:

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

The Hospital may require the employee to present documented proof of illness.

14.10 Injury Pay

If an employee is injured on the job and his/her supervisor excuses him/her from further duty for the balance of his/her shift, the employee shall be paid at his or her regular rate of pay for the balance of the shift.

ARTICLE 15 - WORK SCHEDULE

Full-time Employees:

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.

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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 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.

Part-time Employees - HOURS OF WORK AND SCHEDULING

15.07 Schedules shall be posted at least two (2) weeks in advance in accordance with 15.03, and shall cover a period of six (6) weeks.

15.08 The following provision designating regular hours on a daily shift and regular daily shifts over the employee schedule determined by the Hospital shall not be construed to be a guarantee of the hours of work to be performed on each shift or during each shift scheduled.

(a) Registered Nurses, Graduate Nurses and Dieticians will be required to work up to seven-and-one-half (7½) hours per shift, excluding of a lunch period, and exclusive of a turnover period up to fifteen (15) minutes. Should such turnover 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 will work up to seven-and-one-half (7½) hours per day exclusive of a lunch period.

(c) Employees required by the Hospital to work in excess of seven-and-one-half (7½) hours per shift shall be paid overtime for all such excess hours which shall be paid for at the rate of time-and-one-half the regular straight time rate of pay.

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

(d) Shifts of less than seven-and-a-half (7½) hours shall be of a minimum duration of four (4) hours.

15.09 (A)(1) Commitment (Nursing)

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A regular part-time nurse will be available to work:

- (a) a minimum of four (4) tours per two (2) week pay period; including two (2) different rotations of which days is one (1) [i.e. D/E, D/N];
- (b) a minimum of three (3) weekends in six (6) [12:00 a.m. Saturday to 12:00 a.m. Monday]; and
- (c) either Christmas (December 24, 25, 26) or New Year's (including December 31, January 1, 2).

A regular part-time nurse will be required to provide this commitment, as well as his/her availability, upon hire and advise the Hospital of any change hereto.

(2) Commitment (Non-Nursing)

A regular part-time employee will be available to work:

- (a) a minimum of four (4) shifts per two (2) week pay period;
- (b) a minimum of three (3) weekends in six (6) [12:00 a.m. Saturday to 12:00 a.m. Monday]; and
- (c) either Christmas [December 24, 25, 26] or New Year's [including December 31, January 1, 2].

A regular part-time employee will be required to provide this commitment, as well as his/her availability, upon hire and will advise the Hospital of any change hereto.

(B) Schedules

Schedules will be posted no less than two (2) weeks in advance for a six (6) week period.

(1) Scheduling (All Employees Except RN's)

(a) Casual and relief shifts which become available will first be offered to regular part-time employees who have not been assigned up to twenty-four (24) hours per week within the pay period on the pre-scheduled schedule. Offers will be made in order of seniority, and depending on availability.

Shifts will next be offered to casual employees in order of seniority, and depending on availability up to twenty-four (24) hours per week per employee.

(b) Vacancies arising in regard to the schedule will first be offered to existing regular part-time employees in the same classification. The most senior applicant will be awarded the position.

The resulting vacancy, if any, will be posted in accordance with Article 11.01.

(2) RN Scheduling

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Following the establishment of the schedule on February 1, 1997, RN's will be able to alter their availability up to two (2) weeks prior to the next schedule's posting. Shifts will be assigned in accordance with seniority and stated availability up to twenty-four (24) hours per week per regular part-time employee where availability allows.

Casual and relief shifts which become available will first be offered to regular part-time employees on the unit who have not been assigned up to twenty-four (24) hours per week within the pay period on the pre-scheduled schedule. Offers will be made in order of seniority, and depending on availability.

Relief and casual shifts will next be offered to employees who have identified the unit as their alternate unit. Shifts will be offered in order of seniority, up to three (3) shifts per week, and depending on availability.

Remaining shifts will be offered to casual employees who have identified the unit as a unit of choice based on seniority and availability up to a maximum of three (3) shifts per week.

Any shifts remaining will be distributed as equitably as possible amongst the part-time employees.

(c) Shift Change Notice

Where the regular pre-scheduled shift of an employee is to be changed, the employee shall be given twenty-four (24) hours notice of such change. If less than twenty-four (24) hours notice is provided, the employee will be paid at time-and-a-half of the employee's regular straight time hourly rate for all hours worked on the employee's next shift [up to seven-and-one-half (7½) hours].

15.10 Meal Break

The Hospital will schedule a one-half (½) hour meal break for each employee in mid-shift provided that the shift is at least five (5) hours in duration.

15.11 Rest Periods

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarters (3 ¾) hours of work.

All Employees:

15:12 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.

ARTICLE 16 – OVERTIME

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16:01 Overtime Rates Generally- Full-time Employees

- (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/she 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 Definition of Overtime – Part-time Employees

Employees required by the Hospital to work in excess of:

- (a) Employees will receive time-and-one-half (1½) straight time pay for all authorized hours worked in excess of seven-and-one-half (7½) per day or seventy-five (75) hours worked in a two (2) week period.
- (b) If an employee is required to work more than seven (7) consecutive regularly scheduled work days, he will be paid overtime rates of time and one-half (½) for each day that he works in excess of the seven (7) consecutive scheduled regularly worked days.
- (c) If an employee is called in before his/her regular shift commences, he/she shall be paid overtime rates of time-and-one-half until his/her regular shift commences.
- (d) When an employee performs authorized overtime work of at least two (2) hours duration, the Hospital will schedule a rest period of ten (10) minutes duration.

16:03 Overtime Rates - Designated Holidays – Full-time Employees

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.

16:04 Overtime Rates on Off Days – Full-time Employees

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.

16:05 Minimum Call-Back Time – Full and Part-time Employees

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

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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.

16:06 No Lay-Off to Compensate for Overtime- Full-time Employees

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

16:07 Sharing of Overtime- Full-time Employees

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

16:08 Overtime During Lay-Offs – Full-time Employees

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.

16:09 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

Full-time Employees:

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.

Part-time Employees:

17.02 Once the shift schedule is posted, a request for a shift change must be made in writing to the Manager. Shift changes may be approved subject to the needs of the Hospital and the availability of a qualified substitute and provided that the shift may be filled without payment of any premium pay to any employee. This approval will not be unreasonably withheld.

Once the shift schedule is posted, a request for a shift exchange with another part-time employee must be made in writing and co-signed by the employee willing to make the exchange. Exchanges will be approved provided that the exchange does not result in the payment of any premium pay to any employee.

Such mutual exchange shall be communicated, in writing, to the Supervisor by the

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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.

ARTICLE 18 – PREMIUM PAY

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 For full-time employees 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 twenty four hundred (2400) hours Friday and twenty four hundred (2400) hours Sunday.

ARTICLE 19 - DESIGNATED HOLIDAYS

19.01 Number of Holidays – Full and Part-time

There shall be twelve (12) holidays and these holidays are set out 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	

The twelfth holiday shall be observed on the third Monday in February.

Full-time Employees

19:02 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.

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

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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.

Full and Part-time

19:07 Subject to staffing requirements, during the period of December 15th to January 15th, the provisions of Article 15:04 (week-ends off) may be waived.

19:08

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

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

Part-time Employees:

19.09 Payment for Working on a Holiday

An employee required to work on a designated holiday shall be paid at the rate of time and one-half for hours worked.

Where an employee is required to work authorized overtime in excess of his/her regularly scheduled hours on a paid holiday, such employee shall receive twice his/her regular straight time hourly rate for such authorized overtime.

ARTICLE 20 - ANNUAL VACATIONS

Full-time Employees:

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.

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- (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. Effective July 1, 2001: Five (5) weeks after fourteen (14) years of service.
- (e) Six (6) weeks after twenty-five (25) years of service. Effective July 1, 2001: Six (6) weeks after twenty-three (23) years of service.

20:02

- (a) Service for vacation entitlement shall be calculated as of June 30th in each year.
- (b) An employee shall become eligible for his/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.

Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 21.05.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

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.

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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 including those requiring the employee to be an in-patient of a hospital, the period of such illness and/or hospitalization shall be considered sick leave. This also applies if the serious illness or hospitalization commences prior to the scheduled vacation. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

Part-time Employees:

20.13 Entitlement, Qualifiers & Calculation of Payment

- (a) Effective July 1, 1995, vacation pay shall be as follows:
- (b) Employees who have completed less than one (1) year of service shall be entitled to four percent (4%) vacation pay.
- (c) Employees in the bargaining unit working at their vocation will be granted six percent (6%) vacation pay after completing fifteen hundred (1500) hours of service.
- (d) Eight percent (8%) after forty-five hundred (4500) hours of service.
- (e) Ten percent (10%) after twenty-two thousand, five hundred (22,500) hours of service. Effective July 1, 2001: Ten percent (10%) after twenty-one thousand (21,000) hours of service.
- (f) Twelve percent (12%) after thirty-seven thousand, five hundred (37,500) hours of service. Effective July 1, 2001: Twelve percent (12%) after thirty-four thousand, five hundred (34,500) hours of service.
- (g) Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay.

20.14 Employees will be entitled to time off for vacation equivalent to one (1) week time off for each two percent (2%) annual vacation pay.

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 four (4) employees (two (2) full-time and two (2) part-time) 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 four (4) employees (two (2) full-time and two (2) part-time) 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

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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

- (a) Pregnancy leave will be granted in accordance with provisions of the Ontario *Employment Standards Act* except as amended in this provision.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and of her the expected date of return. At such time she shall furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall confirm her intention to return to work on the date originally provided in writing to be received by the Hospital at least four (4) weeks in advance thereof.
- (d) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this agreement and who has applied for, and is in receipt of, Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks provided she has completed thirteen (13) weeks of continuous employment with the Hospital. The supplement shall be equivalent to the difference between 84% of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's Employment Insurance cheque

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stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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.

In addition to the foregoing, the Hospital will pay the employee 84% of her weekly earnings during the first two week period of the leave while waiting to receive Employment Insurance pregnancy benefits.

The employee does not have any vested right except to receive payments for the period of seventeen (17) weeks. The plan provides that payment in respect of Guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Service and seniority shall continue to accrue while the employee is on pregnancy leave with the exception that time spent on pregnancy leave will not count towards probationary or trial periods under the collective agreement.
- (f) During the pregnancy leave the full-time employee will continue to be eligible to participate in any pension, life insurance, hospital coverage, extended health plans and dental plans in which she was enrolled at the time of departure. The employer will continue to make all its contributions required under the collective agreement for any of these plans unless provided with written confirmation that the employee does not intend to pay her share of contributions. The part-time employee will continue to receive the percentage in lieu of benefits, and the employer shall continue to pay its share of pension contributions for the period of pregnancy leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department and at the same rate of pay unless such position has been discontinued in which case she shall be given a comparable position.

21:09 Parental Leave

- (a) Parental leave will be granted in accordance with provisions of the Ontario *Employment Standards Act* except as amended in this provision.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and of the expected date of return.
- (c) The employee shall confirm his/her intention to return to work on the date originally provided in writing to be received by the Hospital at least four (4) weeks in advance thereof.
- (d) Effective on confirmation by the Employment Insurance Commission of the

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appropriateness of the Hospital's Supplementary Employment Benefit (SUB) Plan, an employee who is on parental leave as provided under this agreement and who has applied for, and is in receipt of, Employment Insurance parental benefits pursuant to the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks provided she/he has completed thirteen (13) weeks of continuous employment with the Hospital. The supplement shall be equivalent to the difference between 84% of her/his normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's Employment Insurance cheque stubs shall constitute proof that he/she is in receipt of Employment Insurance parental benefits.

The employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on her last day worked prior to the commencement of the leave times her/his normal weekly hours.

In addition to the foregoing, the Hospital will pay the employee 84% of her/his weekly earnings during the first two week period of the leave while waiting to receive Employment Insurance parental benefits

The employee does not have any vested right except to receive payments for the twelve (12) week period. The plan provides that payment in respect of Guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Service and seniority shall continue to accrue while the employee is on parental leave with the exception that time spent on parental leave will not count towards probationary or trial periods under the collective agreement.
- (f) During the parental leave the full-time employee will continue to be eligible to participate in any pension, life insurance, hospital coverage, extended health plans and dental plans in which she/he was enrolled at the time of departure. The employer will continue to make all its contributions required under the collective agreement for any of these plans unless provided with written confirmation that the employee does not intend to pay her/his share of contributions. The part-time employee will continue to receive the percentage in lieu of benefits, and the employer shall continue to pay its share of pension contributions for the period of parental leave. The Hospital will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift, in the same department and at the same rate of pay unless such position has been discontinued in which case she/he shall be given a comparable position.

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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 – Full-time Employees

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.

21:13 Pre-paid Leave Plan

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

CUPE Local 79 and The Riverdale Hospital – Nurses & Paramedical Units

salary deferral portion), stating the intended purpose of the leave.

(c) No more than two (2) employees per unit, two (2) employees from Food Services, and four (4) employees (2 full-time and 2 part-time) from Physical Medicine (no more than two (2) (1 full-time and 1 part-time) of which may be from one (1) division) shall be absent on the pre-paid leave plan at any one (1) time to a maximum of sixteen (16) employees (8 full-time and 8 part-time), 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.

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(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:

- (i) A statement that the employee is entering the pre-paid leave programme in accordance with Article 21:13 of the Collective Agreement.
- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) 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.

21.15 General

All written requests for non-emergency leave shall be replied to in writing within fourteen (14) days of such request being made.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22:01 Pay Day

(a) Full-time Employees:

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

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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.

Part-time Employees:

Employees will be paid on a bi-weekly basis . On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime, vacation pay, total accrued aggregate hours paid and bonuses and deductions. Accrued aggregate hours will be included beginning January 23, 1997.

(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.

(c) Employees will be paid on a bi-weekly basis using direct deposit to the employee’s account.

(d) 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.

22:02 Vacation Pay

Full-time 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, including Resource Nurse, is assigned additional responsibility to direct or supervise or oversee work of others, 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 one (1) dollar per hour in addition to his/her regular salary and applicable premium.

22.04 Promotion To A Higher Classification – Part-time Employees

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he/she shall receive no less an increase in wage rate than the equivalent of one (1) step in the wage rate of his/her previous classification (provided that he/she does not exceed the wage rate of the classification to which he/she has been promoted).

22:05 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.

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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. This provision shall be effective the date of ratification of this 1998 to 2001 collective agreement. In addition to employees hired following the date of ratification, employees hired since April 1, 1998 shall have the opportunity to submit to Human Resources proof of experience that would permit them to be adjusted up to a level on the wage scale consistent with their years of experience.

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.

22:06 Annual Registration

All employees are required to present to their Program Director, on an annual basis, their current annual registration certificate or proof of application thereof, within sixty (60) days of renewal.

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 – Full-time Employees

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

Full-time Employees:

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 one hundred per cent (100%) of the billed premium to provide for insurance of two times (2x) annual salary. Employees may elect coverage at \$5,000.00 instead of two times (2x) annual salary and the employer will pay one hundred per cent (100%) of the billed premium.

27:03 Medical Benefits

The employer will pay 100% of the billed premium for Supplemental Hospital coverage for all eligible employees and retired employees on pension.

The employer will pay 75% of the billed premium for the Comprehensive Medical Plan for all eligible and retired employees.

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Effective February 14, 2001 the employer shall contribute up to one hundred and fifty dollars (\$150.00) to vision care per twenty-four (24) month period per family member.

NOTE: Effective February 14, 2001 the employer agrees to have the current comprehensive medical plan amended to include the following: \$300 per person per benefit year for smoking cessation medication; increase hearing aid benefit to a maximum of \$500.00 per person per benefit year [not including batteries and repair]; increase services of a licensed speech therapist or speech pathologist to \$300 per person per benefit year; increase services of a licensed psychologist to \$300.00 per person per benefit year.

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.

Part-time Employees:

27.07 Employees shall receive in lieu of all fringe benefits (being those benefits to an employee paid in whole or in part by the Hospital, as part of direct compensation or otherwise, save and except salary, vacation pay, call-back pay, reporting pay, responsibility allowance and bereavement pay) an amount equal to fourteen percent (14%) of his/her regular straight time hourly rate for all straight time hours paid.

ARTICLE 28 - NO STRIKE OR LOCK-OUT

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

R.S.O. 1970 as amended.

ARTICLE 29 – GENERAL

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

29:02 Wherever the word “Supervisor” is used in this Agreement, it shall be considered as meaning the first supervisory level excluded from the bargaining unit.

29:03 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 Human Resources or his/her designate for approval before posting.

29:04 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.

29:05 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.

29:06 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.

29:07 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources of the Hospital or his/her designate and the Secretary of the Union.

29.08 Part-time Employee

A regular part-time employee is one who is scheduled to work, on a regular predetermined basis, in accordance with Article 15, not more than twenty-four (24) hours per week.

29.09 Shift Worked On A Designated Holiday

Shift work on a designated holiday means a shift where the majority of hours fall within the twenty-four (24) hour period of the holiday.

29.10 Working Days

Working days, where used in the Agreement, the term “working days” shall mean Monday to Friday, inclusive (exclusive of statutory holidays). Otherwise, the term “days”, “weeks”, “months” and “years” shall be in accordance with the calendar designation.

29.11 Definition of Casual Part-Time Employee

A casual part-time employee is one who is not pre-scheduled, and who is called in to work as needed.

29.12 Part-time Commitment

The Hospital shall not refuse to accept an offer from an employee to make a written commitment to be available for work on a regular pre-determined basis, solely for the purpose of utilizing casual employees so as to restrict the number of regular part-time employees.

ARTICLE 30 - PENSIONS AND RETIREMENT ALLOWANCE

30:01

Full-time Employees:

All full-time 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.

Part-time Employees:

All part-time employees of the Hospital covered by this Agreement may join the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the regulations of the 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(a).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks (2) salary for each year of service, plus a pro-rated amount for any additional partial year of service, to a maximum ceiling of 52 weeks salary, and, in addition, employees shall receive a single lump sum payment equivalent to One Thousand (\$1,000) for each year less than age 65 to a maximum of Five Thousand (\$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.

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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, 2001. 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, 2001, 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

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notice by one party from the other, both parties will meet within fifteen (15) days thereafter for the purpose of bargaining on local matters. It is understood and agreed that “local matters” means those matters which have been determined by mutual agreement between the Central Negotiating Committee respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

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

Dated at Toronto, Ontario, this _____ day of _____ 2000

For the Hospital:

For the Union:

SCHEDULE 'A' - WAGE RATES

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

Dietician		Effective April 1/98 2%	Effective April 1/99 2%	Effective April 1/00 3%	Effective Mar 1/01
	current				
start	21.576	22.008	22.448	23.121	24.121
year 1	22.142	22.585	23.037	23.728	24.845
year 2	22.706	23.160	23.623	24.332	25.590
year 3	23.250	23.715	24.189	24.915	26.358
year 4	23.815	24.291	24.777	25.520	27.148
year 5	24.368	24.855	25.352	26.113	27.963
year 6	24.921	25.419	25.928	26.706	28.802

Occupational Therapist / Physiotherapist

	current	2%	2%	3%	
start	23.036	23.497	23.967	24.686	24.686
year 1	23.641	24.114	24.596	25.334	25.427
year 2	24.246	24.731	25.226	25.982	26.189
year 3	24.886	25.384	25.891	26.668	26.975
year 4	25.541	26.052	26.573	27.370	27.784
year 5	26.225	26.750	27.284	28.103	28.618
year 6	26.909	27.447	27.996	28.836	29.476

Speech Language Pathologist

	current	2%	2%	3%	
start	24.315	24.801	25.297	26.056	
year 1	25.037	25.538	26.048	26.830	
year 2	25.773	26.288	26.814	27.619	
year 3	26.495	27.025	27.565	28.392	
year 4	27.240	27.785	28.340	29.191	
year 5	27.974	28.533	29.104	29.977	
year 6	28.708	29.282	29.868	30.764	

Registered Nurse

	current	2%	2%	2.5%	
start	18.3	18.67	19.04	20.50	
year 1	19.22	19.60	20.00	21.31	
year 2	19.98	20.38	20.79	22.43	
year 3	21.03	21.45	21.88	23.54	
year 4	22.07	22.51	22.96	24.66	
year 5	23.12	23.58	24.05	26.05	
year 6	24.43	24.92	25.42	27.44	
year 7	25.73	26.24	26.77	28.84	
year 8	27.04	27.58	28.13	30.24	
year 9	28.36	28.93	29.51		

SCHEDULE 'A' - WAGE RATES

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

Part-time Employees:

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 – Full-time and Part Time)

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.

SIGNATURES ON FILE

LETTER OF INTENT – Part-time Only:

SELF-SCHEDULING

The parties agree that the Pilot Project entitled “Self-Scheduling Guidelines for the Physical Support Unit (6East)” shall be continued for the life of this Agreement or until such time as the parties agree otherwise prior to the expiration of this Collective Agreement.

The parties further agree that the project may be extended to other units with the consent of the majority of the regular part-time employees assigned to the unit and the Nursing Director assigned to the unit.

In the event the project is terminated prior to the expiration of the Agreement, the Collective Agreement provisions relating to scheduling shall apply to the next six (6) week schedule to be posted. Self-scheduling will be terminated within ninety (90) days’ notice by either party.

SIGNATURES ON FILE

SCHEDULE 'A' - WAGE RATES

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

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 Full-time and Part-time)**

BARGAINING

Where a bargaining date is agreed to by the parties and that date is within three (3) 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.

SIGNATURES ON FILE

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 Full-time and Part-time)**

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.

SIGNATURES ON FILE

LETTER OF INTENT - FULL-TIME ONLY

(Nurses and Paramedical Unit Full-time only)

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.

SIGNATURES ON FILE

LETTER OF INTENT

(Nurses and Paramedical Unit Full-time and Part-time)

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.

SIGNATURES ON FILE

SCHEDULE 'A' - WAGE RATES

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

LETTER OF INTENT - FULL-TIME ONLY

(Nurses and Paramedical Unit Full-time Only)

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.

SIGNATURES ON FILE

LETTER OF INTENT – Part-time Only:

SCHEDULING PROTOCOL

In light of changes to scheduling practices, the parties agree as follows:

- (a) Two (2) weeks following the signing of this Agreement, the employer will distribute an “availability declaration” form to its existing regular part-time and casual employees;
- (b) Employees will return the form to the Manager indicated within two (2) weeks;
- (c) A schedule will be established based on the information provided by the employees. The schedule will reflect employee’s choices based on seniority.
 - (i) For the purposes of all professional employees except RN's, it is understood that the existing schedule (October 11, 1996) will form the schedule; and
 - (ii) For RN's, the schedule shall be established as follows:

existing unit preferences and seniority will determine the order in which the RN's will be offered scheduling opportunities on the schedule;

the most senior regular part-time RN on the unit will be offered the first opportunity to

choose pre-scheduled shifts up to a maximum of twenty-four (24) hours per week. The next most senior employee will be offered an opportunity to choose from the remaining shifts [up to twenty-four (24) hours per week]. The Master Schedule will be completed when all pre-scheduled shifts are full.

- (d) The schedule will be posted no later than February 1, 1997.
- (e) While the new process is being implemented, existing scheduling practices will continue.

SIGNATURES ON FILE

SCHEDULE 'A' - WAGE RATES

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

LETTER OF INTENT – Vacation Pay:

The parties agree to meet within 60 days following ratification of the memorandum of agreement to explore the possibility of implementing a method of providing employees with a method of providing vacation pay at the time of taking vacation.

SIGNATURES ON FILE

Letter of Intent re Long Term Disability Plan

The parties agree to a first meeting within 90 days of the ratification of the memorandum of agreement to evaluate and develop options for the possible introduction of a long term disability program for bargaining unit employees.

SIGNATURES ON FILE

Letter of Intent re Part Time Benefits

The parties will meet following ratification to identify possible insurance carriers who can provide individual benefit coverage for employees to purchase using a percentage of their percentage in lieu payments.

SIGNATURES ON FILE