

**LOCAL ISSUES**

**FULL-TIME**

**COLLECTIVE AGREEMENT**

**Between**

**THE TORONTO REHABILITATION INSTITUTE**

**(hereinafter referred to as the “Hospital”)**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1156**

**(hereinafter referred to as the “Union”)**

**Expires: September 28, 2004**

**13015 (01)**

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**Article 1**  
**RECOGNITION and COVERAGE**

**Unit Definition**

1.01 The Hospital recognizes the Union as the sole bargaining agent for all employees of the Hospital in Metropolitan Toronto, regularly employed for more than 24 hours per week, save and except students, professional medical staff, graduate and undergraduate nursing staff, graduate and undergraduate pharmacists, graduate and undergraduate dieticians, technical personnel, supervisors and forepersons, persons above the rank of supervisor or foreperson, chief engineers, office and clerical staff and employees in bargaining units for which any trade union holds bargaining rights, as of 09 September 1987.

1.02 It is hereby agreed that the term “technical personnel” as used in Article 1.01 above includes graduate and undergraduate audiologist, physio-occupational, psychiatric and speech therapists, psychologists, psychometrists, computer programmers, biomedical repair technicians, certified and non-certified dental assistants, photography technicians and artists, medical illustrators, registered non-registered and student, X-ray technicians, respiratory technicians, electrocardiogram technicians, electroencephalogram technicians, pulmonary technicians, nuclear medicine technicians, ophthalmic technicians, electroshock therapists, pathological and cardiological technicians, recreation counselors and recreation workers. It is also understood that the term “clerical staff” in 1.01 above includes “Unit Receptionists.”

**Employee Definition**

1.03 The word “employee” or “employees” wherever used in this Agreement shall mean only the employees in the bargaining unit defined above, unless the context otherwise provides.

**Article II**  
**RELATIONSHIP**

**Dues**

2.01(a) **All** employees after completing thirty (30) consecutive days of employment at the Toronto Rehabilitation Institute will be subject to compulsory deduction of the monetary equivalent of regular monthly Union dues as a condition of continued employment. Dues shall be deducted from the first pay of the employee in each month and forwarded to the National Secretary-Treasurer of the Union in the form of a cheque, and to the Treasurer of the Local by deposit to the CUPE bank account no later than fourteen (14) days from the date of deduction, accompanied by a list as required under 5.02 of the Central Agreement.

**Reports to Union**

2.01(b)(1) The hospital will supply the Union with a list of all employees paying dues each month.

2.01(b)(2) This list shall be accompanied by the amounts deducted from and the number of hours worked by each employee. The list will also include an indication of those employees from whom dues were not deducted as a result of a leave of absence.

2.01(c) The Hospital will, semi-annually (on January 31<sup>st</sup> and July 31<sup>st</sup>), provide the Union with current seniority lists. The lists will be posted on the CUPE bulletin board in February and August to allow CUPE members to verify their seniority. At the end of February and August, the list as then amended will be considered correct.

2.01(d) The hospital shall, on request, up to four (4) times yearly, provide a mailing list including current addresses and phone numbers. Such mailing list shall be provided as a hard copy list and, if requested, an electronic version of the list will be provided to the union on disk within seven (7) days.

2.02 The Union will save the Hospital harmless from any and all claims which may be made by employees from amounts deducted from their pay as herein provided.

### **Article III MANAGEMENT FUNCTIONS**

3.01 The Union acknowledges that the management of the Hospital and the direction of the working forces are fixed exclusively in the Hospital and shall remain solely within the Hospital and without limiting the generality of the foregoing, that is the exclusive function of the Hospital to;

(a) maintain order, discipline and efficiency;

(b) hire, assign, retire, discharge, direct, classify, transfer, promote, demote, layoff, recall and suspend or otherwise discipline employees provided that if an employee claims that he has been discharged or disciplined without just cause, a grievance may be filed and dealt with in accordance with the grievance procedure;

(c) establish and enforce reasonable rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this agreement;

(d) determine the kinds and locations of machines and equipment to be used, the allocation and number of employees required from time to time, the standard performance for all employees;

(e) establish and enforce reasonable Hospital Policies.

3.02 The Hospital agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

### **Article IV REPRESENTATION**

4.01 The hospital will recognize a Grievance Committee composed of not more than eight (8) employees selected by the union to be known as "Grievance Committee Members," provided no more than four (4) members of the grievance committee shall be present at any meeting with the hospital.

4.02 The hospital will recognize a chief steward from each site of the hospital. The hospital will also recognize twenty (20) stewards in total. The union will notify the Hospital who the stewards are by name and site. Stewards from the part-time bargaining unit may represent employees of this bargaining unit. It is understood that the Lyndhurst and Rumsey sites, for this article, will be considered one (1) site.

4.03 The Union shall keep the Hospital notified in writing of the names of its current Officers and Stewards and shall provide such notice within ten (10) calendar days of the appointment of such Officers and Stewards.

4.04 The Hospital recognizes a Union Bargaining Committee of not more than a total of eight (8) employees for the full-time and part-time units. The Hospital and Union recognize that the responsibility of the union bargaining committee is negotiating a renewal of this collective agreement, with the understanding that no more than two employees from a department/unit may be a member of the bargaining committee.

### **Discipline & Advice to the Employee/Union**

4.05 Disciplinary interviews will take place in private unless, in the opinion of the supervisor, circumstances require immediate action. Union members and their stewards will sign their names, date and time on all disciplinary letters. Their signature acknowledges receipt of the letter, not their agreement to the contents. The employee and steward will receive a copy of the letter at the time the letter is given. Grievances may be filed on both written and verbal disciplinary notices or warnings.

## **Article V BULLETIN BOARDS**

5.01 The Hospital will provide bulletin board space in areas designated by the Hospital for the purpose of posting notices regarding meetings and other matters restricted to Union activity. Bulletin boards will be of the same size at each site.

## **Article VI STATUTORY HOLIDAYS**

6.01 All employees shall receive the following designated holidays with pay:

Boxing Day	Easter Monday
New Year's Day	Civic Holiday
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Birthday
Labour Day	

In addition, each employee shall receive one (1) float holiday per contract year, to be taken at a time mutually convenient to the Hospital and the employee.

In the event that a probationary employee does not complete his probationary period, an adjustment equivalent to the holiday pay received from the date of employment to the date of termination of employment, shall be deducted from any monies owed to him by the Hospital.

6.02 Where a statutory holiday occurs during an employee's vacation, the employee's vacation will be extended by one day.

6.03

(a) Where a statutory holiday occurs on an employee's regular day off, the employee will be given the next working day off in lieu thereof, or another day as mutually agreed.

(b) Individual lieu days may be taken within fifteen (15) days prior to a holiday. Up to three (3) lieu days may be accumulated, which may be taken concurrently, at a mutually agreeable time. All lieu days accumulated in a fiscal year must be taken within thirty (30) days following the end of that fiscal year. The employees will be notified of such and lieu days not taken will be compensated at the regular rate of pay.

6.04 For RPNs, Health Care Assistants and Unit Aides only, five (5) consecutive days off shall be scheduled at either Christmas or New Years. Days off at Christmas shall include Christmas Eve, Christmas Day and Boxing Day. Days off at New Year's shall include New Year's Eve and New Year's Day. Requests for time off at Christmas or New Years shall be submitted by October 1<sup>st</sup> and confirmed by November 15<sup>th</sup>. Requests will be considered on a seniority basis and will be granted in accordance with operational requirements.

## **Article VII VACATION**

7.01 Except under unusual circumstances, employees will be permitted to take vacation in unbroken periods of up to four (4) weeks. The Hospital will endeavour to provide longer periods of unbroken vacations where feasible after taking account of staffing requirements.

7.02 Vacations may be taken at any time during the calendar year in which they are earned (except during the Christmas and New Year period) subject to the approval of the Department Manager or his designate, and to any other relevant provisions of this agreement.

7.03 For the purpose of establishing priority for vacations during peak periods (June 15 to September 15) bargaining unit seniority within the department shall govern. Vacation requests for the peak period shall be submitted by April 1<sup>st</sup> and confirmed by May 15<sup>th</sup>. Requests received at any other times will be considered on a first come, first serve basis and confirmed within fourteen (14) days of receipt. All requests for vacation must be forwarded to the Supervisor or Department Manager in writing and dated.

7.04 Vacation will be scheduled according to the departmental master schedule.

## **ARTICLE VIII HOURS OF WORK AND OVERTIME**

8.01 The Hospital will give one weekend off in two but in the event a second consecutive weekend is worked by an employee he/she shall be paid at the rate of one and one-half times

his/her regular straight time hourly rate for time worked on such second weekend unless the work on the second consecutive weekend was scheduled at the request of the employee. Changes in working schedules initiated by the employee and approved by the Hospital, shall not result in any premium payment notwithstanding the provisions hereof.

8.02 Seventy-two (72) hours notice shall be given before a change of shift or a change of day-off and in any event the employee will be consulted. Failure to provide at least fifteen (15) hours rest between shifts shall result in payment of overtime at established rates for any hours worked during such normal rest period. If a person is required to work overtime on one shift and reports for work at his regular starting time on the next shift, he will receive overtime pay for such hours worked as overtime but not the hours worked during the next regularly scheduled shift, i.e there is no pyramiding of overtime.

8.03 There shall be no scheduled split shifts.

8.04 The Hospital will endeavour to distribute overtime equitably among those employees willing and qualified to perform the available work.

8.05 Shift schedules shall be posted four (4) weeks in advance.

8.06 It is understood and agreed that there shall be no duplication of payment resulting from second or subsequent call-backs occurring within any period of time covered by any portion of the previous call-back minimum guaranteed period. An employee called back a second time will be reimbursed for the cost of transportation and a meal (if required.)

## **ARTICLE IX OCCUPATIONAL CLASSIFICATION AND WAGE RATES**

9.01 The occupational classifications and wage rates set forth in Appendix "A" are agreed to by the Hospital and the Union. All employees covered by this agreement (except those not participating on 28 September 1985), shall participate in the Hospital's direct banking system as a condition of employment.

9.02 All wages will be expressed correct to three decimal places.

## **ARTICLE X SICK LEAVE**

### **Physicians Note**

10.01

- (a) Where, given the circumstances, it is reasonable to do so, an employee may be required by the Director/Manager to produce a certificate from an M.D. certifying that he/she was unable to carry out his/her duties due to illness, for payment of sick leave.

### **Qualification**

10.01

- (b) To qualify for sick leave, an employee shall make every reasonable effort to notify the designated head or individual designated by the department head of his expected absence in sufficient time to arrange for a replacement for the employee and not less than two (2)

hours prior to the start of a day shift, nor less than four (4) hours before the start of an afternoon shift or night shift. Staff whose illness/injury may be of more than a single day will advise their manager or designates of their expected return to work date as soon as they know their return to work date.

### **Return to Work Review**

10.01

(c) The Hospital reserves the right to have any employee absent from work because of an illness and/or injury examined by a Hospital appointed physician.

### **Return to Work Advice**

10.01

(d) An employee absent because of illness must notify the Hospital of his/her ability to work before returning to work and in accordance with Hospital policy must report to the Occupational Health Unit (after hours to the First Aid Station) prior to returning to the work site.

### **Sick Balance Notification**

10.01

(e) A record of all unused sick leave credit will be recorded by the Hospital on the standard deduction pay stub on a bi-weekly basis.

## **Article XI GENERAL**

### **Uniforms**

11.01(a) All employees required to wear uniforms will have their uniforms maintained and laundered free of charge. Each employee who is required to wear a uniform of the hospital's choice shall be supplied with such uniform by the hospital. On termination of employment, such uniforms must be surrendered to the hospital.

11.01(b) All employees required to wear uniforms not supplied by the Hospital shall receive a uniform allowance of \$120 each calendar year. This allowance will be paid each September, retroactive to September 1999.

### **Protective Clothing**

11.02 When an employee is required to work outside during inclement weather, suitable protective clothing will be supplied.

### **Tool Allowance**

11.03 The Hospital shall provide a tool allowance in any one year period measured from April 1<sup>st</sup> to March 31<sup>st</sup>, for the replacement of tools by an employee in the performance of his duties and



initially provided by the employee. The tool allowance shall be \$105.00 per year, as of April 1<sup>st</sup>, 2002.

### **Facilities for Meals & Clothes**

11.04

(a) Accommodation shall be provided for employees to have their meals. Facilities shall be provided for employees to change and store their clothes and such facilities shall be kept in a clean and tidy condition by each employee.

11.04

(b) The Hospital shall provide meeting space, if available, to allow the Local Union to hold its monthly membership meeting on the Hospital premises. The Union will follow Hospital procedure for room bookings.

### **Rest & Meal Period Allowances**

11.05 An employee who works a second consecutive tour, shall be entitled to the normal rest periods and meal period for the second tour, but shall be provided at the time of the meal period with a hot meal or six dollars and fifty cents (\$6.50) if the Hospital is unable to provide the hot meal. Other employees required to work more than two hours overtime on the same day they have worked a full tour shall, after the two hours, receive a ½ hour paid meal period and shall be provided with a hot meal or six dollars and fifty cents (\$6.50) if the Hospital is unable to provide the hot meal.

### **Correspondence**

11.06 All correspondence between parties to this agreement shall be processed through the Secretary of the local union, and the President or his appointee.

### **Current Certificate**

11.07 Registered Practical Nurses shall, as a condition of employment, maintain current registration with the College of Nurses of Ontario. Upon notification from the College that an employee's registration has been suspended, the employee will immediately be placed on an unpaid leave of absence for two (2) months, until registration has been restored. Failure to restore registration with the College may result in termination of employment.

### **Replacement of Registered Practical Nurses**

11.08

(a) The Hospital will not reduce the numbers of Registered Practical Nurses by refusing to allow Registered Practical Nurses to perform the skills recognized by the College of Nurses as within their scope of practise.

11.08

(b) The Hospital undertakes to encourage Registered Practical Nurses (RPNs) to upgrade their skills to the present level of those being acquired by the graduating RPNs. Further, the Hospital will, where applicable, encourage and permit the utilization of the upgraded skills.

Should the Hospital require those skills on the work units, the Hospital will pay for attendance at such training at regular wages and will also pay tuition and materials.

11.08

(c) Expectations on the time frame for the acquisition of new skills will be established jointly with the Union as new skills are required. If an RPN is unable to acquire these skills within the acceptable time-frame, the Hospital and Union will discuss reassignment through the Labour-Management Committee in order to achieve equitable distribution of the newly acquired skills. Notwithstanding the above, the RPN will not be precluded from using the grievance procedure.

### **Special**

11.09 Except under unusual circumstances, the following conditions will be effect:

- (1) When attending to the dead, an RN or RPN should be present,
- (2) Staff working the day tour of duty will not be assigned to the 3-11 shift on Friday, prior to their weekend off.
- (3) On day shifts, patient care assignments should not exceed seven patients. On evening and night shifts, patient care assignments should not exceed current practices.
- (4) Members of both full-time and part-time/casual bargaining units may simultaneously apply for and be considered for any posted vacancy.

### **Change of address notification**

11.10 It shall be the duty of the employees to notify the Human Resources Department in writing promptly of any change in address. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such an employee.

### **Cost of Printing the Contract**

11.11 The Union and the Hospital shall share equally the cost of printing the Labour Contract in a size and format that is mutually agreeable to the parties.

### **Leave on Union Business**

11.12(a) The Union will reimburse the Hospital in full for all wages paid to employees on leave for union business within thirty (30) days of receipt of the Hospital invoice by the local.

11.12(b) The Hospital shall provide the local President, or designate, with two (2) paid days per month, for attending to the needs of its membership. The President/designate shall receive approval of their manager. Such requests will not be unreasonably denied.

### **WSIB**

11.13 The Hospital will notify the President of CUPE Local 1156, every month, of the names of all staff who are off work due to a work related injury.

The Hospital agrees to provide the Union with a copy of the Worker's Compensation Board Form 7 at the same time as it is sent to the Board. The Union is encouraged to provide any supplementary information that would be pertinent.

## **ARTICLE XII HEALTH AND SAFETY**

12(a) To promote Health and Safety in the Hospital, the parties have, through the Ministry of Labour, developed and agreed upon Terms of Reference (dated November 24, 1993) for implementation of the Occupational Health and Safety Act

(b) There shall be one Health and Safety representative per site who will be a certified worker as defined under the Occupational Health and Safety Act. This would not preclude the employer from having more than one certified worker. The CUPE certified workers shall be trained at the employer's expense.

When a certified worker is called in to perform his/her duties under the Occupational Health and Safety Act and/or the collective agreement, he/she shall be paid at the applicable rate.

(c) Pregnant employees may request to be transferred from their current duties if, in the opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted a unpaid leave of absence before commencement of the maternity leave referred to in article 12.06 (central).

(d) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

### **Protective Footwear**

(e) The Hospital will require employees performing the following functions to wear appropriate safety footwear:

- (1) Maintenance
- (2) Grounds
- (3) Stores (only where frequently working in storage areas)
- (4) Portering (as recommended by JOHSC) heavy carts on a regular basis, e.g. Linen carts, food carts
- (5) Cleaner 2 (as recommended by JOHSC)
- (6) Elevator Operator

## **Article XIII HARASSMENT**

13(a) The Hospital is committed to creating and maintaining a workplace environment which recognizes the dignity and worth of every person. The Hospital believes that every person has the right to receive fair and equal treatment and that there is no place for discrimination and

harassment in the Hospital. To this end, the Hospital is committed to eliminating any and all discrimination and harassment practices, behaviours, and policies from the workplace through proactive and corrective measures. The Toronto Rehabilitation Institute's new Anti-Discrimination and Anti-Harassment Policy applies to all hospital employees, patients, volunteers, physicians, dentists, visitors and service providers to the hospital. In order to ensure that knowledgeable and skilled persons are available to complete investigations of complaints of discrimination and harassment, the Hospital will provide on-going training for individuals mutually agreed upon by the parties who will serve as Investigators, Advisors, and Process Monitors under the Anti-Discrimination and Anti-Harassment policy.

(b) Allegations of violation of the Human Rights Code may be processed as grievances. The parties agree to maintain as much confidentiality as the investigation and resolution of the grievance permits.

#### **Article XIV VIOLENCE in the WORKPLACE**

14 The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee.

Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats, with or without weapons and severe verbal abuse.

The Hospital commits to give priority to the development of explicit policies and procedures to deal with such Situations and shall submit such policies to the Joint Occupational Health and Safety Committee for review.

The Hospital will inform the Union within three (3) working days of any employee who has been assaulted while performing his or her duties. Such information will be submitted in writing within five (5) working days from the date of the occurrence.

#### **Measures and Procedures to Prevent Violence to Employees**

The Employer agrees that, in all cases where employees or the Union identify a risk of violence to staff, the employer shall establish and maintain measures and procedures to reduce the likelihood of incidents to the lowest level possible. It is understood that the measures and procedures are in addition to and not a replacement for a training program about dealing with violence.

#### **Function of the Joint Occupational Health & Safety Committee**

All incidents involving aggression or violence shall be brought to the attention of the Joint Occupational Health and Safety Committee (JOHSC). The Employer agrees that the JOHSC shall concern itself with all matters relating to violence to staff, including but not limited to:

- 1 developing violence policies;
- 2 developing measures and procedures to prevent violence to staff;

- 3 receiving and reviewing reports of violent incidents; and
- 4 developing and implementing violence training programs.

### **Training**

The Employer agrees to provide training and information on the prevention of violence to staff, to all employees who come in contact with potentially aggressive persons.

The Employer agrees to provide adequate time and resources for this training. The Employer shall pay each employee his/her wages as set out in the collective agreement while he/she undergoes such training or any subsequent training.

### **Support and Counselling**

The Employer and the Union recognize that, where preventive measures have failed to prevent violent incidents, counseling and support must be available to help victims recover from such incidents.

### **No Discrimination or Dismissal**

The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee who is the victim of a violent incident arising while in the performance of his/her assigned work.

No employee shall be discharged, penalized or disciplined for his/her involvement in any such incidents.

### **Disputes**

Any violation of this Article shall be grievable. Grievances filed concerning this article shall be filed at Step 2.

## **Article XV REINSTATEMENT COMMITTEE**

15 The parties agree to establish a Reinstatement Committee in order to prepare a back-to-work program for the employee. The committee will be composed of equal employee/employer members and shall make its recommendations by consensus. The members will draft Terms of Reference for its operations. The Hospital Safety Officer will facilitate the Committee's work.

## **Article XVI UNION OFFICE**

16 The Hospital will provide Local 1156 with a suitable, secure office located within one of the Hospital's main buildings. The hospital will also provide a telephone line and computer tied into the Hospital's computer system.

Dated at Toronto, Ontario, this 28<sup>th</sup> day of January, 2003

TORONTO  
REHABILITATION  
INSTITUTE

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND  
ITS LOCAL 1156

## **LETTER OF UNDERSTANDING**

1. It is understood that Hospital Policy # V3-S3-11005 provides for legal representation of staff involved in work related liability cases.

**LETTER OF UNDERSTANDING re. TRANSPORTATION ISSUE**

It is understood that when a bargaining unit member uses his/her own vehicle for Hospital business, the Hospital's insurance covers approved claims that are in excess of the vehicle owner's personal coverage.

A handwritten mark, possibly a signature or initials, consisting of a stylized '16' with a horizontal line underneath.