

LOCAL ISSUES APPENDIX- 929-01

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APPENDIX OF LOCAL ISSUES

A. RECOGNITION

- .1 The Salvation Army Toronto Grace Health Centre (the Health Centre) recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all lay employees in the Dietetic Services Department at the Salvation Army Toronto Grace Health Centre, save and except Manager, Assistant Manager, dietitians, student dietitians, chef, supervisors and those above the rank of supervisor, and office staff.
- .2 The term "employee" or "employees" shall mean any or all of the employees of the bargaining unit as defined above unless otherwise provided.
- .3 If the Health Centre should move to a new location in Metropolitan Toronto those employees who have completed their probationary period shall be given the first opportunity to fill the available jobs without loss of seniority.

B. MANAGEMENT RIGHTS

- .1 The Union acknowledges that it is the function of the Health Centre to:
 - a) Maintain order, discipline and efficiency.
 - b) Hire, discharge, transfer, promote, demote, or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer of a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as herein provided,
 - c) Establish and enforce reasonable rules and regulations to govern the conduct of employees, with rules and regulations will be primarily designed to safeguard the interests of in-patients and out-patients of the Health Centre and to establish and enforce necessary rules and regulations that will provide for the maximum standard of protection for the building and equipment of the Health Centre, provided all such rules and regulations are discussed by the parties before implementation,
 - d) Generally operate the Health Centre in a manner consistent with the obligations of the Health Centre to the general public in the community served.
- .2 The Health Centre agrees that none of the rights set forth in this Article shall be exercised in a manner inconsistent with the provisions of this Agreement.

C. DUES DEDUCTION AND REMITTANCE

- .1 All employees in the bargaining unit shall authorize the Health Centre to deduct from their earnings an amount equivalent to the dues as prescribed by the Constitution of the Union. Any employee within the bargaining unit who, for religious reasons, does not want to contribute to a labour union will contribute an amount equivalent to the dues, and this contribution will be paid to a charitable organization designated by Local 929.
- .2 Such employees will have the required union dues deducted from their pay commencing the first pay of the month following employment.
- .3 All such amounts shall be remitted to the national CUPE office prior to the 15th day of the month following together with a list of employees from whom such sums were deducted.

D. UNION MEMBERSHIP

- .1 On commencing employment, a new employee will be provided with a copy of the Collective Agreement. The cost of printing sufficient copies will be shared equally between the Health Centre and the Union.
- .2 Two (2) members from the department, exclusive of executive members, shall be granted one (1) hour per month to attend union general membership meetings.
- .3 All members have the right to union representation at any time, if they choose, when they meet with management over issues that may be or become disciplinary in nature, or for evaluations.
- .4 The Health Centre shall provide, monthly, a mailing list including addresses and phone numbers for all members of the Union. Union members who do not want the Union to have this information shall notify the Health Centre of such in writing.
- .5 The Health Centre will provide sufficient meeting space to allow the Union to hold its monthly membership meetings on the Health Centre premises.

E. CORRESPONDENCE

- .1 All correspondence, including job postings, between the parties arising out of this Agreement or incidental thereto shall pass to and from the Health Centre President or designee and secretary and president of the local Union.
- .2 In order to facilitate communication between the Health Centre and the Union, the Health Centre will provide a mail slot in the switchboard area for

any correspondence to the Union or its officials.

F. UNION COMMITTEE AND STEWARDS

- .1 The Health Centre shall recognize not more than one (1) steward and one (1) alternate appointed or otherwise selected by the Union. The Health Centre will also recognize a Grievance Committee consisting of not more than three (3) members.
- .2 The Union shall notify the Health Centre in writing of the names of the Stewards, members of the Grievance Committee and members of the Bargaining Committee, and of any changes therein, before the Health Centre shall be required to recognize them.
- .3 In view of the foregoing it is mutually agreed that an employee will not be eligible to serve as a Steward or member of the Grievance or Bargaining Committee until he/she has completed their probationary period.

G. SCHEDULING

- .1 Schedules shall be posted six (6) weeks in advance of going into effect. There shall be no changes to the schedule. Employees may switch shifts with a same category employee in their department with the discretion and approval of the department head based on operational needs. Requests will not be unreasonably denied. Once approved, the employees must work the switched shifts; there can be no switching of the same shift with a third party.
- .2 Members shall not work more than five (5) consecutive days without a day off unless mutually agreed to extend.
- .3 There should be sixteen (16) hours of rest between shifts. Where sixteen (16) hours is not provided, time and one-half shall be paid.
- .4 In scheduling shifts the Health Centre will schedule so as to provide a minimum of one (1) weekend off in every two (2) weekend period. Where every other weekend is not granted, time worked shall be paid at the rate of time and one half (1 ½). This does not apply to part-time employees who request and who are regularly scheduled to work weekends predominantly.
- .5 Where a holiday as set out in this Agreement is observed on a Friday or a Monday, staff off on the weekend but scheduled to work the statutory holiday shall have the choice to work the statutory holiday (the request to have the day off must be made in advance of the posting of the schedule). Staff working the weekend shall work on the statutory holiday unless the statutory holiday is a regular day off.
- .6 Straight Shifts – When an employee requests through a physician's recommendation that they work a straight shift only, the Union, the

employee, and Occupational Health will meet to review and implement such requests, as necessary.

- .7 Split Shifts – No regular shift shall be scheduled with an unpaid break between portions of the shift except for the meal break.

H. MEAL ALLOWANCE

- .1 An employee who works a second consecutive full shift shall be entitled to the normal rest periods and meal period for a second tour, but shall be paid a meal allowance of eight dollars and fifty cents (\$8.50) included in the next pay cheque.
- .2 An employee required to work more than two (2) hours overtime on the same day he has worked a full shift shall after two (2) hours receive a one-half (1/2) hour paid meal period and shall be paid a meal allowance of eight dollars and fifty cents (\$8.50) included in the next pay cheque.

I. HOLIDAYS- FULL TIME

- .1 The Health Centre recognizes the following days as paid holidays:

New Year's Day	Canada Day	Christmas Day
Family Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	Two (2) Float Days
Victoria Day	Thanksgiving Day	

- .2 Except in the case of emergency, employees who work on Christmas Day will not be required to work on New Year's Day. Any request to work both Christmas and New Year's Day will not be unreasonably denied. The Health Centre will provide five (5) and endeavour to provide six (6) consecutive days off at either Christmas or New Year's. Scheduling objectives may be waived between December 15th and January 15th in order that this may be accomplished.
- .3 If a holiday falls on an employee's scheduled day off he/she shall receive either pay for the holiday or an additional paid day off in lieu within thirty (30) days of the holiday to be agreed between the employee and the Health Centre.

Full-time employees are entitled to two (2) Float Days with pay per calendar year following completion of the employee's probationary period on the following basis:

Float Days must be requested by the employee and approved by the Department Head/designate subject to operational requirements.

1) During the first year of employment:

- employees hired between January 1 and June 30 and who would have completed 975 hours worked by December 31 receive 2 Float Days to be taken before the end of the calendar year;
- employees hired between July 1 and October 1 and who would have completed 487.5 hours worked by December 31 will receive 1 Float Day to be taken before the end of the calendar year;
- employees hired after October 1 will not be eligible for a Float Day in that calendar year.

2) Float Days are not normally approved during the Christmas-New Year period.

3) Float Days shall be taken within the calendar year and Float Days not taken within the calendar year will be forfeited.

4) Employees who terminate employment:

- Between February 1 and June 30 are entitled to 1 Float Day for that calendar year
- Between July 1 and December 31 are entitled to 2 Float Days for that calendar year

J. VACATION- FULL TIME

- .1 Employees with less than one (1) year of service must attain one (1) full year of service before allotted vacation can be taken.
- .2 Vacation shall be taken in the year for which it is accrued. Carryover of vacation days will occur by exception only every other year, upon approval of the Health Centre and shall be taken before the end of the next anniversary date. Requests will not be unreasonably denied. With respect to this carryover, an employee who is entitled to three (3) or more weeks vacation shall be allowed to "bank" or carry over up to five (5) vacation days. An employee with four (4) or more weeks vacation shall be allowed to "bank" or carry over up to ten (10) vacation days. Any carried over vacation days shall be taken before the end of the employee's next anniversary date at the rate of pay current when vacation is utilized.

- .3 If a statutory or declared holiday falls on a scheduled day during an employee's vacation period, he/she shall be paid for the statutory holiday taken. If a statutory or declared holiday is observed on an unscheduled day during an employee's vacation period he/she shall receive a paid day off in lieu within thirty (30) days of the holiday to be agreed between the employee and the Health Centre.
- .4 Vacation entitlement lists will be issued to departments by February 1st. When staff are requesting vacation, this should be in conjunction following their weekend off.
- .5 Vacation time shall be available on a twelve (12) month basis subject to the normal operating requirements of the Health Centre and excepting also the period between December 15th to January 8th when it shall be left to the discretion of the Department Head. In the selection of available vacation periods as between employees, seniority will be the determining factor.
- .6 Payment shall be at the rate effective immediately prior to the vacation period and where the employee has made a request to the Payroll Department at least three (3) weeks prior to the commencement of his/her vacation, it will be paid to him/her on the normal pay preceding his/her vacation. In the event of emergency circumstances, the Health Centre will endeavour to provide a vacation advance with less than three (3) weeks' notice.

K. LOCKERS

The parties agree that each full time employee should have his/her own locker.

The Health Centre agrees that as soon as space becomes available, such space will be used to create the necessary additional locker facilities.

L. PARKING

The charge for staff monthly parking in the parking lot adjacent to the Health Centre will be an amount as per Health Centre policy.

M. BULLETIN BOARDS

- .1 The Health Centre shall make available bulletin board space for the posting of notices or reports for the information of the Union members. The Union agrees to post on these boards only notices concerning elections, meetings, and reports of other official union business, and notices of recreational, social, or education activities. A copy of the notices to be posted on the board shall be given to the Human Resources Department at the time of posting. The Union shall supply each bulletin board which shall be erected by the Health Centre. Such board or boards shall remain the property of the Union.

- .2 The Health Centre President reserves the right to remove any information on a bulletin board that would be in violation of the Salvation Army mission and values.

N. PAYMENT OF WAGES AND ALLOWANCES

- .1 The Health Centre shall pay salaries by direct deposit every second Thursday in accordance with Schedule "A" attached hereto and forming a part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions. Pay stubs shall be distributed by secure electronic file. It is imperative that employees provide the Payroll Department with correct banking information.
- .2 Where the employee has made a request to the Payroll Department at least three (3) weeks prior to the commencement of his/her vacation, a vacation advance will be paid to him/her on the normal pay preceding his/her vacation. In the event of emergency circumstances, the Health Centre will endeavour to provide a vacation advance with less than three (3) weeks notice.
- .3 Employees terminating or retiring their employment with the Health Centre must keep their account open for at least one month in order for all monies owing to them to be deposited.
- .4 When a payroll error has occurred in excess of twenty five dollars \$25.00 for which the Health Centre is responsible and such error has been verified by the Payroll Department, the employee may request a manual cheque equal to the amount of the error (net of applicable Canada Revenue Agency source deductions). Such manual cheque shall be provided on the employee's next working shift where possible, but no later than the next pay day.

O. TOOLS

Employees shall not be required to provide tools required for work in the Health Centre.

P. SENIORITY LISTS

The Health Centre shall maintain a unit-wide seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union in January and an amended list in July of each year and the seniority list will be posted on the CUPE bulletin board.

Q. ACCESS TO HUMAN RESOURCES FILES

Employees are entitled to request information concerning their own records, or relevant matters, in writing from the Human Resources Department. Such

requests may include, but are not limited to, accumulated sick time, payroll deductions, and vacation pay and entitlement. On request, the Human Resources Department shall give benefit claim and other forms to any employee or a person authorized by the employee. Employees are requested to communicate to the Human Resources Department in advance. Forms will be forwarded to the requesting individual via inter-Health Centre mail for employees on duty; for employees off duty, forms will be left at the pick-up mail slot at Switchboard.

R. SICK LEAVE FULL TIME

1. An employee shall be required to produce a certificate to a member of the Employee Health Department from a duly qualified medical practitioner for any illness of three (3) days or more certifying that the employee is unfit to perform his/her regular duties. This certificate is to be produced wherever possible prior to the employee's return to work.
2. An employee shall be contacted or telephoned at home as necessary by the Employee Health Nurse with regard to enquiries as to his/her illness after such employee has notified his/her department head (manager/supervisor) that sick leave is being taken. Staff are required to adhere to the Health Centre's Attendance Awareness policy concerning calling in before returning to work.
3. Supplementation of Compensation Award - An employee prevented from performing his regular work with the Health Centre on account of an occupational accident that is compensable under the Worker's Compensation Act shall receive the current remuneration as directed by the Worker's Compensation Board.

S. CLEAN UP TIME

A ten (10) minute wash up time shall be allowed for all employees immediately prior to the end of each day's work.

T. POLICIES

The Employer will forward a copy of new or revised policies that affect unionized employees to the Union President at the same time as they are forwarded to Managers. Any policy that would contravene the collective agreement would be the subject of a grievance.

U. UNION BUSINESS -FULL TIME & PART TIME

Members of the Union who are taking days off for union business must advise their department head in writing at least two weeks in advance, if possible. Days off will be unpaid leave by the Health Centre, members will be reimbursed by the Union. If for any reason their business has been canceled, employees must inform their department head in writing.

V. PARTTIME

Beginning January, 1997 the Employer will provide the CUPE president with a monthly list of part time employees, the hours worked by them and the union dues deducted.

W. UNIFORM ALLOWANCE- FULL TIME

The Health Centre shall supply uniforms to all bargaining unit employees required to wear uniforms. At the outset, six (6) uniforms will be provided to full time employees, four (4) uniforms will be provided to part time employees, and two (2) uniforms will be provided to casual employees. Thereafter, every twelve (12) months three (3) uniforms will be provided to full time employees, two (2) uniforms will be provided to part time employees, and one (1) uniform will be provided to casual employees. Uniforms are to be returned to the Health Centre upon termination of employment.

X. HEALTH AND SAFETY

a) Health & Safety

It is a mutual interest of the parties to promote a health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The parties further agree that in promoting and maintaining health and safety and wellness throughout the organization, the precautionary principle, which states that action to reduce risk need not await scientific certainty, be the guiding principle. The Health Centre shall provide orientation and training in health and safety to new and current employees on an ongoing basis, and employees shall attend required health and safety training sessions.

The Health Centre and all employees shall comply with all applicable federal, provincial and municipal health and safety legislation, regulations and policies. All standards established under such legislation, regulations and policies shall constitute acceptable practice which may be improved upon by agreement of the Joint Occupational Health and Safety Committee ("JOHSC") or in negotiations with the Health Centre.

b) Joint Health and Safety Committee

- i) Recognizing its responsibilities under the applicable legislation, the Health Centre agrees to accept as a member of its JOHSC, at least two (2) representatives selected or appointed by the Union from amongst bargaining unit employees.

At least one (1) of the employees representing workers under the *Occupational Health and Safety Act*; who are training to be certified workers as defined under the *Act*; shall be from CUPE.

The Health Centre agrees to cooperate in providing necessary information and management support to enable the JOHSC to fulfill its functions. In addition, the Health Centre will provide the JOHSC with access to all accident reports, health and safety records and other pertinent information in its possession. The JOHSC shall respect the confidentiality of the information.

- ii) Meetings shall be held every month or more frequently at the call of the co-Chairs, if required. The JOHSC shall maintain minutes of all meetings and make the same available for review.
- iii) Any representative appointed or selected in accordance with b) i) hereof, shall serve for a term of at least one (1) year from the date of appointment. Time off for representatives to perform these duties shall be granted.

A member of the committee is entitled to:

- A) One (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- B) Such time as is necessary to attend meetings of the committee;
- C) Such time as is necessary to carry out inspections and investigations under subsection 9 (26), 9 (27) and 9 (31) of the *Act*.
- D) Where an investigation is required under the *Occupational Health and Safety Act*; the JOHSC shall determine the appropriate member or members who will participate in the investigation, recognizing the interests of a CUPE Representative to be involved in an investigation involving CUPE members;
- E) A member of a committee shall be deemed to be at work during the times described in above and the Health Centre shall pay the member for those times at the member's regular or premium rate as may be proper.

Rights of Employees

- i) Pregnant employees may request to be accommodated in accordance with the Ontario Human Rights Code.
- ii) Where the Health Centre identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, such employees shall be provided with

personal protective equipment reasonably necessary for the protection of the employee.

- iii) Where the Health Centre determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- iv) An employee who is required by the Health Centre to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

WW. PROTECTIVE FOOTWEAR

The Health Centre shall require designated Food Service employees to wear CSA steel-toed safety footwear and will reimburse an allowance pursuant to Article 19.01 herein.

Y. MODIFIED WORK COMMITTEE

- .1 The Health Centre and the Union agree that employees who have been off work due to injury, accident or illness, resulting in temporary/permanent impairment or handicap, should be returned to active employment as quickly as possible.
- .2 The Health Centre will notify the President of the Local of the names of all members off work due to a work related injury (whether or not the employee is in receipt of WCB benefits) and those on LTO by the fifteenth (15th) of each month.
- .3 Prior to any member returning on a modified work program, the Health Centre will notify the Local President, and the matter will be reviewed at the next scheduled meeting of the Modified Work Committee.
- .4 The Health Centre will supply the employee with a copy of the Workers Compensation Board's Form 7. The Union can obtain the Form 7 from the employee. The Union shall be given the opportunity to meet with the representative from Occupational Health to discuss and amend any errors or omissions found in Form 7. Should the Health Centre decide to intervene or dispute a WCB claim, the employee who is affected shall be duly notified with a copy to the Union. The Health Centre will provide a copy of their Employee Incident Report to the individual employee with a copy to the Union.
- .5 The Health Centre agrees to establish a committee comprised of not more than two (2) representatives of the Union and two (2) representatives of the

Health Centre. Each party shall have equal representation on the committee.

- i) **MANDATE:** The Committee's terms of reference are to review the employment possibilities of these employees and to identify positions to which they could return, or to recommend modifications to the employee's existing job for the Health Centre's consideration.
- ii) **OPERATION:** During its deliberations, the committee will consider the employee's ability to return to work and their work limitations based on medical documentation. In consultation with the Health Centre, the Committee will identify work areas that could accommodate the employee's capabilities.
- iii) **MEETINGS:** The Committee shall meet quarterly or as needed. Time so spent for committee functions shall be deemed time worked and employees shall be paid their regular rate.
- iv) **MINUTES:** The Committee shall maintain minutes of all its meetings.
- v) **PROCESS:**
 - a) Candidates for temporary modified (transitional) work are those employees who are temporarily unable to return to full demands of their job but are deemed medically fit to gradually re-enter their regular job. The employee's regular job and/or hours of work are modified depending upon medical recommendations.
 - b) Candidates for modified work programs are those employees who are unable to return to their former jobs and are deemed medically to be fit for modified work. When a suitable vacant position is identified, the Committee will recommend that the employee be assigned to the position for a reasonable assessment period. During this period, the Health Centre shall afford the employee a reasonable amount of orientation and training, monitor the employee's performance and report their findings to the Committee. At any time during the assessment period, the employee may withdraw from the assigned modified work or from the program if he/she feels that the employee be withdrawn if it is determined that the employee's health or wellbeing is at risk. Any such action by the employee or the Health Centre must be supported by a medical evaluation. The Committee may recommend to the Health Centre that the assessment period be extended if it is deemed to be beneficial. This recommendation must be supported by medical documentation. When a vacancy occurs in the employee's classification, the employee will be assigned to the position and the posting provision may be waived. An employee may be assigned to a vacant position and paid at a rate of the job being

performed. If that rate is lower than the rate of the job they were working when injured they shall be paid at the higher rate. The employee may be assigned to replace another employee who is off work due to illness or vacation for a specified length of time. Such time may be extended upon mutual agreement between the Union and the Health Centre.

AA. TRANSFER OF SENIORITY AND SERVICE

The effective date for the purpose of Article 9.07 is the signing date of this Agreement.

ZZ. VIOLENCE IN THE WORKPLACE

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between the Hospital, employees, physicians and the Union. Employees should feel empowered to report incidents of disruptive behavior, including physician behavior, without fear of retaliation. The parties are both committed to a harassment free environment and recognize issues in a timely and effective manner as set out below:

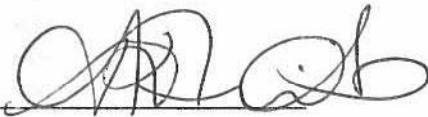
1. Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and verbal abuse. The Hospital agrees that such incidents will not be condoned. Any employee who believes he/she has been subject to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
2. The Hospital agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
3. In dealing with physician conduct, the Hospital may incorporate recommendations contained in the Guidebook for Managing Disruptive Physician Behaviour endorsed by the College of Physicians and Surgeons of Ontario and the Ontario Hospital Association.
4. The Hospital will report all incidents of violence to the Joint Health and Safety Committee for review.
5. The Hospital agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive

persons. This training will be done during a new employee's orientation and updated as required.

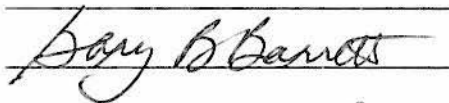
6. The Hospital will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible

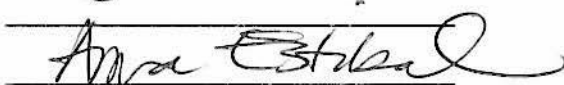
DATED AT Toronto Ontario, this 6 day of Sept, 2016.

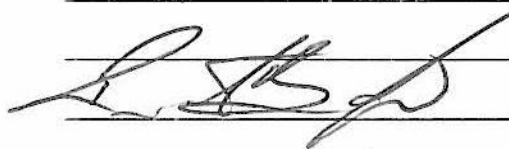
FOR THE HOSPITAL



FOR THE UNION







LOCAL 929 -TORONTO GRACE HOSPITAL

LETTER OF UNDERSTANDING

RE: VACATION

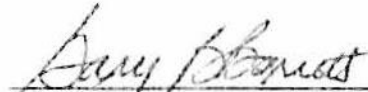
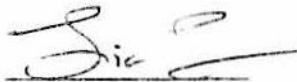
THE PARTIES AGREE that they will convene a meeting of labour management by September 30, 2010, which will include resource persons from the Canadian Union of Public Employees National Staff, to address the issue of how vacation has been calculated for the bargaining unit employees .

THE PARTIES AGREE that the method and calculation of vacation is to be based on a bank that receives employees' vacation days on their individual anniversaries and is withdrawn from throughout the ensuing year .

THE PARTIES AGREE that a plan will be developed within two (2) months of the meeting date to ensure a smooth transition for employees currently receiving their vacation on an accrual method to the bank method .

FOR THE HOSPITALS

FOR THE UNION



November 18, 2010

LOCAL 929 -TORONTO GRACE HOSPITAL

LETTER OF UNDERSTANDING

RE: WSIB

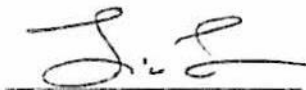
IT IS AGREED that both the Employer and the Union desire workers have a safe working environment and when necessary, they are committed to cooperating in a worker's safe and timely return to work.

To THIS END, the Employer will provide the employee with a copy of the Employer's report of injury or disease (Form 7) together with a notice advising the Employee of the name and contact number(s) of the Employer's and Union's WSIB representative(s).

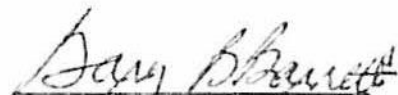
THE EMPLOYER FURTHER AGREES to attach a letter from the Union to each WSIB Form 7 as forwarded to an employee.

FOR THE HOSPITALS

FOR THE UNION



A handwritten signature in cursive script, appearing to be "J. E.", written over a horizontal line.



A handwritten signature in cursive script, appearing to be "Sam Bennett", written over a horizontal line.

