

# COLLECTIVE AGREEMENT

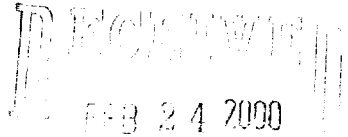
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TERM	95	07	17
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EMPLOYEES	270		
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BETWEEN:

**HOMEWOOD HEALTH CENTRE**

AND:

**HEALTH, OFFICE & PROFESSIONAL  
EMPLOYEES (H.O.P.E.)  
A DIVISION OF LOCAL 175  
UNITED FOOD & COMMERCIAL  
WORKERS INTERNATIONAL UNION**



**Full-Time & Part-Time Bargaining Unit**

**Term: July 17, 1995 to July 16, 1998**

10994 (02)

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**ARTICLE 1 - PREAMBLE**

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the Union and to provide for on-going means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

**ARTICLE 2 - RECOGNITION**

- 2.01 a)** The Hospital recognizes the Union as the sole collective bargaining agent for all employees of the Hospital including employees formerly employed as Ward Clerks, in the City of Guelph, save and except supervisors, persons above the rank of supervisor, professional medical staff, graduate and undergraduate nurses, \*paramedical employees, office and clerical employees, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.
- b)** The Hospital recognizes the Union as the sole collective bargaining agent for all employees of the Hospital including employees formerly employed as Ward Clerks, in the City of Guelph, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, professional medical staff, graduate and undergraduate nurses, \*paramedical employees and office and clerical employees.

## \*Clarity note

For the purposes of clarity, the term "paramedical" includes occupational therapists, speech therapists, speech pathologists, physiotherapists, therapeutic and administrative dieticians, registered and non-registered pathological technologists, radiological technologists (radiography), radiological technologists (nuclear medicine), registered and non-registered respiratory technologists, registered and non-registered EEG, ECG and ophthalmology technicians, registered and non-registered ultrasound technologists, glaucoma technicians, ear, nose and throat technicians, cardiovascular technicians, electroencephalographists, electrical shock therapists, laboratory technicians, laboratory assistants, electronic technicians, psychometrists, pharmacists, pharmacy technicians, psychologists, remedial gymnasts, medical records librarians, social workers, child care workers, nutritionists, dental health educators and biomedical technicians.

"Paramedical Personnel" also includes library technicians, chaplain, registered horticultural therapists, addiction counsellor, community services co-ordinator, beautician, addiction therapist, addiction health promotion co-ordinator, health care educator, recreational therapist, educational specialist, activity therapist (carpenter), dietician, accredited medical records technician, senior x-ray technologist, and pharmacy student.

**2.02**

The Hospital undertakes that it will not enter into any agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively, which will conflict with any of the provisions of this Collective Agreement or the sole bargaining rights of the Union.

- 2.03** For the purpose of interpretation wherever the feminine gender is used in this Agreement, it shall be deemed to include the masculine and vice versa, where the context so requires. Where the singular is used, it may also be deemed to mean the plural and vice versa where the context so requires.
- 2.04** The employees of the Hospital not covered by this Collective Agreement shall not perform the work normally performed by the employees within the bargaining unit, except for purposes of instruction, experimentation, or in emergencies when bargaining unit employees are **not** available. It is understood and agreed by the parties that Registered Nurses may continue **to** perform bargaining unit work.

### **ARTICLE 3 - STRIKES AND LOCKOUTS**

- 3.01** The Union agrees there shall be no strikes and the Hospital agrees there **will** be **no lockouts so** long as **this** Agreement continues **to** operate.
- 3.02** The definitions of the terms "lockout" and "strike" as used in Section 3.01 above, shall be in accordance with the Ontario Labour Relations Act.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01** The Union acknowledges that the Management of the Hospital is vested exclusively with the Hospital and, without limiting the generality of the foregoing, it is the exclusive function of the Hospital:

- (a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the patients in the facility;
- (b) to maintain order, discipline and efficiency and in connection therewith, to establish and enforce rules and regulations.
- (c) to hire, retire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline seniority employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee, who has completed the probationary period, has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (d) to have the right to plan, direct and control the work of the employees and the operations of the facility. This includes the right to determine job content, to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, combining or splitting up of Departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.
- (e) Medical examination, re-examination and any tests required under the Public Hospital's Act will be provided by the Hospital in compliance with regulations. The employee may choose the employee's personal physician for all such examinations except the pre-employment medical, unless the Hospital has a specific objection to the physician selected. Nothing herein shall be deemed to permit the Employer to access to any of the

medical information from such examinations, except for the pre-employment examination without the employee's consent.

- 4.02** The Hospital acknowledges that it shall **not** exercise its management rights in a manner inconsistent with the terms of this Agreement.

#### **ARTICLE 5 - NO DISCRIMINATION**

- 5.01** Both parties agree that there shall be no discrimination, interference, restriction, or coercion with respect to any employee on the basis of race, creed, colour, sex, marital status, handicap, sexual orientation, religious affiliation, age, all **as** may be defined by the Human Rights Code of Ontario.
- 5.02** Both parties agree that there shall be no discrimination, interference, restriction **or** coercion with respect to any employee on the basis of Union membership or non-membership in the Union.

#### **ARTICLE 6 - UNION SECURITY**

- 6.01** (a) Employees covered by this Collective Agreement as of June 9, 1993, who are members **of** the Union in good standing, must thereafter remain members of the Union in good standing as a condition of employment.
- (b) Employees covered by this Collective Agreement who, as of June 9, 1993, may become and thereafter remain members of the Union in good standing as a condition of employment.

- (c) All employees covered by this Collective Agreement hired on or after June 9, 1993, shall, upon completion of their probation, become and thereafter remain members of the Union in good standing as a condition of employment.
- (d) The Hospital shall remit to the Union, along with the dues, the official Union Membership Application Form signed by the new employee.
- (e) The Hospital shall deduct regular membership initiation fees and forward such fees to the Union with the regular monthly dues remittance.

**6.02** The Hospital shall, during the term of this Collective Agreement, as a condition of employment, deduct from employees covered by this Collective Agreement, the regular bi-weekly Union dues and such dues shall be remitted to the Union prior to the fifteenth (**15th**) of the month following the month in which such deduction is made. Dues deductions will commence with the employee(s) first pay.

A remittance statement shall contain the full name, Social Insurance Number, date of hire of each employee including new hires, and the amount deducted (or the reason a deduction was not made). The Hospital agrees to record the annual Union dues for each employee on his T4 form.

**6.03** The Union shall provide the Hospital with thirty (30) days written notice of the amount of dues and fees to be deducted from the employees covered by this Collective Agreement.



- 6.04** The Union shall indemnify **and** save harmless the Hospital, its **agents and/or employees acting on behalf of the** Hospital. from any and all claims, demands, actions or causes **of** action arising out **of**, or in any way connected with the collection and remittance **of** such dues.
- 6.05** The Hospital agrees to acquaint new employees with the fact that a Union Agreement is in effect.
- 6.06** Within two **(2)** weeks **of** commencing employment, the employee's immediate supervisor, or designate, shall introduce the new employee to a Union Steward, or representative, who will provide the new employee with a copy **of** the Collective Agreement, and will explain to the new employee, the rights and privileges under this Collective Agreement. The steward shall be allowed up to fifteen (15) minutes to accomplish this.
- 6.07** The Union agrees that it will not conduct a Union meeting on the Hospital's premises.

#### **ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES**

- 7.01** No individual employee or group **of** employees shall undertake to represent the Union at meetings with the Hospital without proper authorization **of** the Union. In **order** that this may be carried out, the Union will supply the Hospital with the names **of** its representatives. Similarly, the Hospital will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 7.02** The employees covered by this Collective Agreement have the right to have the assistance **of** a steward and/or a representative of the Union who shall have access to the

Hospital premises in order to investigate or assist in the settlement of any matter arising out of this Collective Agreement with prior permission of the Director of Human Resources, or designate, which shall not be unreasonably withheld.

- 7.03
- (a) The Hospital agrees to recognize a Union Committee of not more than two (2) employees (the Chief Steward and one (1) Assistant Chief Steward), from the full-time and part-time employees and one (1) Union representative who shall act as a committee on behalf of the Union on grievances.
  - (b) The Hospital agrees to recognize a Union Negotiating Committee consisting of the Union Committee and not more than three (3) other employees, for a total of not more than seven (7) employees (four (4) full-time and three (3) part-time).
  - (c) Employees of the Hospital who are members of the Union Grievance Committee, the Union Negotiating Committee, and Stewards shall not suffer loss of regular straight time wages for time spent in Union-Management meetings, grievance meetings, performing steward functions as provided in this Collective Agreement or when required to be in attendance at negotiating sessions.
- 7.04
- (a) The Union shall have the right to appoint or otherwise select a maximum of two (2) Stewards from within each area to a maximum of fifteen (15) Stewards, including part-time bargaining unit Stewards, provided such Stewards are bargaining unit employees who have completed their probationary period.

- (b) The Union shall notify the Hospital, in writing, of the names of each Steward and *the* Chief Steward and Assistant Chief Steward before the Hospital shall be required to recognize them.
- (c) The Union acknowledges that the Stewards and members of the Union Committees have regular duties to perform on behalf of the Hospital and may not leave their regular duties without notifying their immediate supervisor. Each steward shall, with the consent of their supervisor, be permitted to leave their regular duties for a reasonable length of time, without loss of pay, to function as a steward as provided in this Collective Agreement. Such consent from the supervisor shall not be unreasonably withheld. If, in the performance of her duties, a Steward is required to enter an area in which she is not ordinarily employed, she shall immediately upon entering such area, report her presence to the Supervisor or Nurse in charge.

**7.05**

- (a) The Hospital agrees that whenever a meeting is held with an employee at which the employee is formally disciplined, a Steward will normally be present as a witness. The employee may request that the Steward leave the meeting. In the event that a Steward is not present, a copy of such discipline will be forwarded to the Union. If the Union desires a meeting with the Hospital to discuss the discipline, it will be held within seven (7) working days of the request.

If the meeting is held without the steward, any conclusions, verbal or written, will be null and void except in the case where the employee requested the Steward to leave. or under 7.05 (b).

- (b) Where the Hospital feels that the maintenance of good order in the work place requires a meeting with the employee for the purposes of administering discipline in the form of a suspension or discharge, and no steward is available, the Hospital may administer such discipline and issue to such employee a note or memorandum confirming the fact of such suspension or discharge, and provide a copy of the notice to the Union steward within two (2) working days of the administration of the penalty.

A meeting to confirm the Hospital's reasons for such discipline will be held when the steward is available. For the sole purpose of filing a grievance, the date of occurrence will be the date of the meeting at which a Steward was present.

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01** Any complaint, disagreement, or difference of opinion between the Hospital and the Union, **or** between the Hospital and an employee covered by this Collective Agreement which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Collective Agreement, may be considered as a grievance.
- 8.02** Any grievance which is not presented within nine (9) calendar days following the event giving rise to such grievance, or from the time an employee reasonably should have been aware of the alleged grievance, shall be forfeited by the aggrieved party and considered abandoned by the parties.

**8.03** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. The employee with or without the steward, shall bring their concerns to the attention of their immediate supervisor. If an employee has a grievance, including any questions as to whether a matter is arbitrable, the employee may take the matter up as follows:

**STEP 1:**

The employee and/or steward shall present the grievance, in writing, to the grievor's immediate supervisor, or designate, within nine calendar (9) days after the circumstances which gave rise to the grievance. The supervisor, or designate, shall render a decision, in writing, within nine (9) calendar days after presentation at this Step.

**STEP 2:**

Failing settlement at Step 1, the steward and/or the grievor shall submit the written grievance within nine (9) calendar days to the Department Head or designate. The parties may meet to discuss the grievance at a time and place suitable to both parties. The Department Head shall render a decision, in writing, within nine (9) calendar days after presentation at this Step.

**NOTE:** In the event the employee's immediate supervisor and Department Head are the same person, Step 2 of the grievance procedure may be omitted.

**STEP 3:**

Failing settlement at Step 2, the grievance shall be submitted within nine (9) calendar days to the Director of Human Resources or designate, to be discussed at a meeting between Hospital Officials and a Union representative, the Union Committee, the said steward, the grievor(s) within nine (9) calendar days of the receipt of the grievance. The decision of the Hospital shall be delivered, in writing, within nine (9) calendar days following the date of such meeting.

Failing settlement at Step 3, the grievance may be submitted to arbitration within eighteen (18) calendar days after the decision has been received by the Union at Step 3, but not later.

**8.04** Any difference arising directly between the Union and the Hospital relating to the interpretation, application, or alleged violation of the Agreement, may be presented by either party as a Policy Grievance within fourteen (14) days after the date when the subject matter of the grievance first arose commencing at Step 2. It is understood, however, that the provisions of this paragraph shall not be used with respect to a grievance directly affecting an employee, and that the regular grievance procedure shall not be bypassed unless the employee has refused to file a grievance within the prescribed time limits after so requested by the Union, and the alleged grievance directly affects the interest of other employees.

**8.05** A claim by an employee, who has completed his or her probationary period, that he or she has been unjustly suspended or discharged from his or her employment will be treated as a special grievance commencing at Step 2 of the Grievance Procedure, provided the discharged person

**submits his or her written grievance, dated and signed, within nine (9) calendar days after the discharge occurs.**

- 8.06** The Hospital shall supply the necessary facilities for the grievance meetings.
- 8.07** Failure **to** comply with the time limits set out in the Grievance and Arbitration Procedures herein 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.
- 8.08** All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union, will be final and binding upon the Hospital and the Union and the employees.
- 8.09** Where an employee receives a written disciplinary warning and receives no further written discipline for a period of twelve **(12)** consecutive months from the date of the warning, or the warning **is** withdrawn by grievance or arbitration procedure, such warning shall be removed from the employee's record and shall not be used in any subsequent disciplinary action or arbitration procedure.

#### **ARTICLE 9 - ARBITRATION**

- 9.01** When either party requests that a grievance be submitted to arbitration, as provided under Article 8, it shall make such a request in writing, addressed to the other party to this Agreement and, at the same time, appoint a nominee. Within seven (7) working days thereafter, the other party shall appoint a nominee provided, however, that if such other party fails to appoint a nominee as herein required, and unless the time has been extended by mutual agreement

between the parties, 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, ~~so~~ appointed, shall confer immediately and shall attempt to select, by agreement, a Chairperson of the Arbitration Board. If they are unable to agree upon such Chairperson within a period of seven (7) working days after the appointment of the second nominee, they or either of them may request the Labour Management Arbitration Commission for the Province ~~of~~ Ontario to appoint a Chairperson.

- 9.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate ~~or~~ settle the grievance.
- 9.03** No matter may be submitted to arbitration which has not been carried through all previous Steps of the Grievance Procedure.
- 9.04** Each of the parties hereto shall bear the expenses of the representative appointed on its behalf, and the parties hereto shall jointly bear the expense of the Chairperson of the Board of Arbitration.
- 9.05** Any and all time limits referred to under this Article may, at any time, ~~be~~ extended by written agreement between the Hospital and the Union.
- 9.06** The decision of the majority of the Arbitration Board shall be the decision of the Board and shall be final and binding on the Hospital, the Union, and the employee(s) affected provided, however, that in no event shall the Board of Arbitration have the power to change this Agreement ~~or~~ to alter, modify, ~~or~~ amend any of its provisions, nor to make any decision in conflict with the provisions of this Collective Agreement.



- 9.07** In determining any discharge, the Board of Arbitration shall have the authority to:
- (a) affirm the Hospital's action and dismiss the grievance, or;
  - (b) set aside the penalty imposed by the Hospital and restore the grievor to her former position with or without compensation, or;
  - (c) vary or alter the penalty imposed by the Hospital, or make such other determination as the Board, in its discretion, may deem just and reasonable.
- 9.08** The parties may agree to a Single Arbitrator, by mutual agreement, who shall have all the same rights as a Board of Arbitration.
- 9.09** At any stage of the Grievance Procedure, including arbitration, the parties may have the assistance of the employee(s) concerned as witnesses and any other necessary witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Hospital to view any working conditions which may be relevant to the settlement of the grievance. Time spent during the grievance process shall be deemed to be time worked up to the basic work day or work week.

#### **ARTICLE 10 - ACCESS TO FILES**

- 10.01** On twenty-four (24) hours' notice to the Human Resources Department, each employee shall have reasonable access to his 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. Where the employee has not been provided previously a copy of the evaluation or disciplinary notations in his file, a copy will be provided upon request.

#### **ARTICLE 11 - EXISTING WORKING CONDITIONS**

- 11.01** A Letter of Agreement to reflect the Employer's recognition of the existing Association for social purposes.
- 11.02** Requests for job sharing will be considered by the Hospital and the Union. If both the Union and the Hospital agree to such request, a meeting will be held to finalize the details to the satisfaction of both parties prior to the implementation of each job sharing request.

#### **ARTICLE 12 - PROBATIONARY EMPLOYEES**

- 12.01** (i) (a) All full-time employees shall be probationary employees until they have completed sixty (60) shifts of work or four (4) calendar months of employment, whichever occurs first. Upon successful completion of probation, the employee's name will be placed on the appropriate seniority list with seniority dating from the date of last hire by the Hospital.
- (b) During the probationary period, the probationary employee shall have no seniority standing.

- (c) Under no circumstances will an employee be **required to serve a second probationary period**, unless otherwise mutually agreed by the parties.
- (ii) All part-time employees shall be probationary employees until they have completed three hundred and thirty-seven point five (337.5) hours of work or six (6) calendar months of employment, whichever occurs first. Upon successful completion ~~of~~ probation, the employee's name will be placed on the appropriate seniority list with seniority dating from the date of last hire by the Hospital.

**12.02** The discharge of a probationary employee is at the sole discretion of and for any reason satisfactory to the Hospital. Probationary employees who have been discharged have access to the grievance procedure, but it is understood and agreed that there shall be a lesser standard of proof required.

#### **ARTICLE 13 - SENIORITY**

- 13.01**
- (a) Unless otherwise provided in this Collective Agreement, seniority shall be defined as length of continuous employment with the Hospital in the bargaining unit, including continuous employment in areas defined in the bargaining unit prior to certification.
  - (b) For the purpose of any transfer from full-time to part-time status or vice versa, seniority credit will be granted on the basis of one (1) year equals fifteen hundred (1500) hours worked and vice versa, and one (1) month equals one hundred and twenty-five (125) hours worked and vice versa.

It is understood that a part-time employee shall receive such credit to a maximum of four (4) months seniority during the first year of full-time employment, upon completion of one (1) year of full-time employment, such employee shall receive any unused seniority credit due. In the event of layoff of such employee during the first year of full-time employment, such employee shall be returned to his former part-time position, if such exists, without loss of seniority in the bargaining unit. If such former position does not exist, then the provisions of Article 14 shall apply.

- (c) The seniority list will be revised every six (6) months, copies which will be posted in the various Departments, and a copy supplied to the Union Committee, including the Union Representative.
- (d) Where service or continuous service is referred to in this Agreement, it shall ~~mean~~ length of continuous employment with the Hospital.

13.02 The seniority and employment of an employee shall terminate if

- (a) he is discharged for just cause;
- (b) he resigns voluntarily or retires;
- (c) the employee fails to report as scheduled upon termination of an authorized leave of absence, without satisfactory reason or utilizes a leave of absence for purposes other than that for which a leave was granted;

- (d) the employee fails upon being notified of a recall to ~~signify her intention to return within five (5) calendar~~ days after she has received the notice of recall mailed by registered mail to the last known address, according to the records of the Hospital, and fails to report to work within seven (7) calendar days after she has received the notice of recall, or such further period of time as may be agreed upon by the parties;
- (e) the employee is laid off for a period of twenty-four (24) months.
- (f) the employee is absent from work for more than thirty (30) months because of illness or injury.
- (g) the employee ~~is~~ absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence, unless such notice was not reasonably possible.

**NOTE:** This clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

- 13.03** (a) Where a permanent vacancy occurs in a classification or a new position ~~is~~ established by the Hospital, such vacancy shall be posted within the bargaining unit for a period of seven (7) consecutive calendar days. Applications for such vacancy shall ~~be~~ made from employees within the bargaining unit, in writing, within the seven (7) day period referred to herein. (Forms are available in the Human Resource Office.) Preference for such vacancies or new position shall be given to the employees employed in that classification and then in that Department prior to

other bargaining unit employees. Postings shall contain the classification, department, hours of work, qualifications required by the classification. The Chief Steward will receive a listing monthly of all quits and terminations.

- (b) The **first** two (2) vacancies created by the filling of an initial permanent vacancy will be posted for a period of seven (7) consecutive calendar days prior to posting as authorized in 13.03 (d) of this Agreement. Applications for such vacancies shall be made, in writing, within the seven (7) calendar days.
- (c) In filling such initial vacancy created under Article 13.03, the Hospital shall award the position to the applicant with the greatest skill, ability, experience and qualifications for the job in question. In the event of relative equality between applicants, seniority shall govern. If no applications are received from employees with seniority standing or the necessary skill, ability, experience and qualifications, the Hospital may take such other steps as it deems necessary to fill the vacancy, subject to 13.03 (d) of this Agreement.
- (d) Full-time employees will have first option for full-time vacancies prior to part-time employees, and vice-versa, when the vacancy is for a part-time position. Where there is no successful applicant, or no applicant for vacant positions referred to in this Article, employees in the other *status* (part-time or full-time) at the Hospital, will be considered for such positions prior **to** considering **persons** from outside the bargaining unit. The employees eligible for consideration shall be limited to those employees who apply for the position in accordance with this Article.

and selection shall be made in accordance with this Article.

- (e) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the work. Within this period, the employee may be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.
- (f) No posting will be made in the case of temporary vacancies for a period of less than two (2) months, which vacancies shall include those caused by vacation periods. Such vacancies may be filled at the discretion of the Hospital.

**13.04** A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the Union Committee.

**13.05** It is agreed that successful applicants of the job bidding procedure will not be permitted to re-apply for a posted job for a period of nine (9) months unless returned to their former job as per Article 13.03 (e) above, or such awarded job becomes redundant. Probationary employees may not apply for job postings.

- 13.06**
- (a) It is understood that an employee shall not be transferred by the Hospital to a position not covered by this Collective Agreement without his consent.
  - (b) An employee who is transferred in excess of six (6) months to a position not covered by this Collective

Agreement, who later is returned by the Hospital to a position in his former bargaining unit, shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to his former bargaining unit.

- (c) An employee transferred to a position not covered by this Collective Agreement, who is returned to his former bargaining unit within a period of six (6) calendar months, shall accumulate seniority during the period of time outside his former bargaining unit.

**13.07** When it is necessary to temporarily assign an employee(s) to another job for a period of two (2) months or more, such position shall be posted as a temporary job posting and the provisions of Article 13.05 do not apply.

**13.08** It is understood and agreed that **skill**, ability, experience and qualifications for the job in question obtained under Article 13.03 (f), shall not be a factor in determining the successful applicant under 13.03 (c), job posting.

#### **ARTICLE 14 - LAYOFF AND RECALL**

**14.01** It is agreed that probationary employees will be laid off prior to the layoff of any employee covered by this Collective Agreement provided there remains on the job employees who have the ability to perform the probationary work.

**14.02** In the event of a layoff, employees shall be laid off in the reverse order of their seniority within their classification, providing there remains on the job employees who then have the ability to perform the work.



An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff;
- (b) opt to receive a severance payment in the amount of one (1) week's pay for each year of service, to the Employment Standards maximum. Upon receipt of the severance pay, the employee will terminate her recall rights. The employee may request and be granted her severance pay at any time during her recall period. At the end of the recall period, if not previously requested, the severance pay will be forwarded to the employee.
- (c) opt to retire if eligible under the terms of the Pension Plan;
- (d) opt to fill any vacant position within their classification which exists as of the date the employee is provided notice of layoff or which becomes vacant between the date of notice of layoff and the date of layoff;
- (e) displace an employee who has lesser seniority within the bargaining unit and who is the least senior employee in the same or a lower or identical paying classification in that bargaining unit, provided the employee originally subject to layoff can perform the duties of the same or lower or identical classification without training other than orientation.

**NOTE:** An identical paying classification shall include any classification where the straight time hourly wage rate is within five percent (5%) of the laid off employee's straight time hourly wage rate.

- (f) Any employee covered by this Collective Agreement displaced through this procedure shall themselves be entitled to utilize the procedure.
- (g) It is agreed that full-time employees, after exercising their options under this provision, will have the further option of displacing a junior part-time employee ~~in~~ the same or an identical or lower paying classification, provided they are able to perform the duties without training other than orientation.
- (h) An employee who chooses ~~to~~ exercise the right to displace an employee with less seniority under these provisions shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days ~~after~~ receiving the notice of layoff.

## 14.03

In the event of a permanent layoff or a temporary layoff which the Hospital anticipates will be greater than six (6) months in duration, the Hospital agrees to provide the Union with no less than three (3) months' written notice of such layoff. In addition, the Hospital will provide the employees ~~to~~ be laid off with three (3) months' notice of such layoff or pay in lieu thereof or any combination ~~of~~ actual notice and pay in lieu thereof equalling three (3) months' notice.

**NOTE:** Where the layoff results in the subsequent displacement of any employees of the bargaining unit, the original notice to the Union provided above shall be considered notice of any subsequent layoff and the original notice to its affected employee shall be considered notice to the employee displaced as a result of the application of Article 14. All employees will receive, as a minimum, four (4) weeks' notice or four (4) weeks' pay in lieu of notice

- 14.04
- (a) A joint Committee of the Hospital and Union will be **established** upon receipt of any notice to ~~the~~ Union required by Article 14.03. Such Committee will be comprised of an equal number of representatives of each party not to exceed three (3) representatives **of** each party.
  - (b) The mandate **of** the Committee will be to identify and propose for consideration to the Hospital alternatives to the layoff.
  - (c) Meetings **of** the Joint Committee shall be held during normal working hours where feasible. Time spent attending such meetings shall be deemed to be work time for which the Union representatives shall be paid by the Hospital at his or her regular straight time rate of pay.
  - (d) Each party shall appoint a Co-Chairperson for the Joint Committee. Co-chairs shall chair alternately at meetings of the Committee and will be jointly responsible **for** establishing the agenda for the meetings, preparing minutes and writing any necessary correspondence.
  - (e) Affected employees will be assisted in retraining for vacant positions, as identified above, by allowing their work schedules to be adjusted to enable them to attend the retraining schedules and by the Committee helping in seeking the assistance of the Health Sector Training and Adjustment Program (HSTAP) to cover the cost of tuition, books and any travel. During the period of retraining, laid off employees who are approved for a vacant position within the Hospital will continue to receive insured benefits, if applicable.

14.05 An employee shall have opportunity of recall from a layoff to an available opening in order of seniority, provided he or she has the skill, ability, experience and qualifications to perform the work, prior to the hiring of a new employee, once the provisions of 13.03 have been satisfied in accordance with their status (part-time ~~or~~ full-time).

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

14.06 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 time limit may be extended by mutual agreement. The notification shall ~~state~~ the **job** to which the employee is ~~being~~ recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Hospital.

14.07 Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days provided such employees have the skill, ability, experience and qualifications to perform the work. An employee who has been recalled to such a temporary vacancy shall not be required ~~to~~ accept such recall and may instead remain on layoff. The Hospital may fill such vacancy at its discretion while the Hospital makes contact with the employee and determines the availability of the employee.

**14.08** In the event of a layoff of an employee, the Hospital shall pay its share of insurance benefit premiums for the duration of the three (3) month notice period provided for in Article 14.03.

**14.09 (a) Benefits on Layoff**

In the event of a layoff of an employee, the Hospital shall pay its share of the full cost of the insured benefit premiums up to the end of the month following the month in which the layoff 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) additional months. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of his intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payments schedule.

(b) Notwithstanding **14.09 a)** above, the Hospital will pay the full costs of the insured benefits premiums on behalf of an employee participating in the Hospital-authorized Apprentice Program who is required by such program to be absent from work.

**14.10** 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 covered by this Collective Agreement.

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, which would impact on the employment status of the employee, such employee shall be given a period of training, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or 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 four **(4)** months.

Employees subject to layoff due to technological change will be given notice of said layoff at the earliest reasonable time and in keeping with the requirements of the applicable legislation.

- 14.11 In determining the ability of an employee to perform the work for the purpose of this Collective Agreement, the Hospital shall not act in an arbitrary or discriminatory manner.

#### **ARTICLE 15 - CONTRACTING OUT**

- 15.01 The Hospital shall not contract out any work usually performed by employees covered by this Collective Agreement if, as a result of such contracting out, a layoff of any employee results from such contracting out. Contracting out to an employer who is organized and who will employ employees covered by this Collective Agreement who would otherwise be laid off, with similar

terms and conditions of employment is not a breach of this provision.

**ARTICLE 16 - HEALTH & SAFETY COMMITTEE**

- 16.01**
- (a) The Hospital 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.
  - (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) full-time and one (1) part-time representative selected or appointed by the Union from amongst bargaining unit employees.
  - (c) 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.
  - (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to ~~fulfil~~ its functions. ~~In~~ addition, the Hospital will provide the Committee with reasonable access to all accident reports, health and safety records and ~~any~~ other pertinent information in its possession.
  - (e) 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 and provide a copy to the Union Committee.

- (f) Any representative appointed, or selected, in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. 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.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Accident Prevention - Health and Safety Committee attending meetings of the Committee and carrying out his duties, shall be deemed to be work time for which he shall be paid by the Hospital at his regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.
- (i) Pregnant employees may request to be transferred from their current duties if, in the professional 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 an unpaid leave of absence before commencement of the current contractual maternity leave.

**16.02** Reinstatement Under **Bill 162** - Workers' Compensation Act

The Hospital agrees to notify the Union about any and all cases in which employees in the bargaining unit are being



accommodated under Bill 162 of the Workers' Compensation Act.

**ARTICLE 17 - LEAVES OF ABSENCE**

**17.01     Personal Leaves**

Written request for **personal** leave of absence, without pay, will be considered on an individual basis by the Director of Human Resources , or his designate. Such requests are to **be** submitted at least two (2) weeks in advance, except in cases of emergency, and a written reply will be given within fourteen (**14**) days except in cases of emergency, in which case a reply will be given as soon as possible.

**17.02     (a)     Union Business**

Leave of absence, without pay, shall be granted upon request to the Hospital, to employees appointed by the Union, ~~to~~ be absent from their work to attend to Union business or functions, provided adequate notice ~~to~~ the Hospital is given and also providing such leave of absence does not interfere with efficient operation of the Hospital. Leave of absence for all employees, including part-time employees, shall not exceed **fifty** (50) work days in any one (1) year and not more than one of whom shall be from any one work unit.

**(b)** The Hospital will pay the lost wages of employees who are on leave of absence at the written request of the Union and the Union will reimburse the Hospital the full amount of lost wages paid to the employees, except as otherwise provided in this Collective Agreement.

**17.03** Bereavement Leave

In the event of the death of an employee's parent or Legal Guardian, spouse, child or step child, brother, sister, and upon notification to the Hospital, an employee shall be granted up to five **(5)** working days off, without loss of regular pay, for hours scheduled within six (6) calendar days of the death.

In the event of the death of an employee's mother-in law, father-in-law, grandparents, or grandchild, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and upon notification to the Hospital, an employee shall be granted up to four **(4)** working days off, without loss of regular pay, for hours scheduled within five **(5)** calendar days of the death.

If the Hospital agrees travel is necessary, up to an additional week will be granted, without pay. Such agreement shall not be unreasonably withheld.

**17.04** Jury & Witness Duty

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

- (a)** notifies the Hospital immediately on the employee's notification that he will be required to attend at court;

- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowance, and an official receipt thereof.

In addition to the foregoing, where an employee 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 on his regularly scheduled day off, the Hospital will attempt to **reschedule** the employee's regular day off. Where the employee's attendance is required during a different shift that he is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate, subject to (a), (b), and (c) above.

**17.05 Pregnancy/Parental Leave:**

- (a) Pregnant employees may request to be transferred from their current duties if, in the professional 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 an unpaid leave of absence before commencement of the maternity leave referred to in this Article.

- (b) Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act, 1990, except where amended in this provision.
- (c) The service requirement for eligibility for maternity leave shall be thirteen (13) weeks of continuous service.
- (d) The employee shall give written notification one (1) month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her doctor's certificate as to pregnancy and expected date of delivery.
- (e) An employee on pregnancy/parental leave, as provided under *this* Agreement, who is in receipt of Unemployment Insurance pregnancy benefits, pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit.

That benefit will be equivalent to the difference between seventy-five percent (**75%**) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of twenty-five (**25**) weeks.

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

- (f) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in 17.03 or 17.05 above, by written notification received by the Hospital at least four (4) weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had she not been on pregnancy/parental leave, the employee shall be reinstated to her former duties to her former unit or area, on the same shift in the same department, and at the same rate of pay.

- 17.06 In the event of a Federal or Ontario Provincial election or a Municipal election as defined in the Municipal Elections Act, employees shall be allowed a four (4) hour period before the close of polls to vote and shall be reimbursed their normal hourly rate for each such hour required to be off work.

17.07 **Marriage Leave**

Two (2) days leave of absence, without pay, will be granted by the Hospital when an employee is married - the day immediately prior to and the day of the wedding.

17.08 **Staff Development Leave**

Any employee required by Human Resources Department to take a staff development course shall have:

- (a) The fee for the course paid by the Hospital;
- (b) If attendance is during the normal working hours, the time spent during such hours shall be paid for at straight time rates;
- (c) If the course requires travel, the Hospital will provide appropriate transportation fees to the employee, provided the course location is outside the city limits of Guelph.

**17.09** During leaves of absence under this Article, the Hospital shall continue to pay the full cost of the premium payments on behalf of employees to **all** Health & Welfare Plans other than a personal unpaid leave of absence, in which case such payments will cease at the end of the fourth (4th) week immediately following the commencement of the unpaid Personal Leave.

#### **ARTICLE 18 - WAGES, DEPARTMENTS, CLASSIFICATIONS**

**18.01** Departments and job classifications are set out in Schedule "A" of this Collective Agreement.

For part-time employees - Progression through the wage grid set out in Schedule "A" shall occur when the employees has accumulated hours of **work** equivalent to the period prescribed on the wage grid. Equivalency to the period prescribed on the wage grid shall be achieved when the employee's total number of hours worked equal the normal number of full-time hours worked in the relevant period.

- 18.02 Where a new classification in the bargaining unit is established by the Hospital or the Hospital makes a substantial change in the job content of an existing classification which causes such classification to become a new classification, the Hospital shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Hospital agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay, provided any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate of pay established by the Hospital and the matter is not resolved following any meeting with the Union, a grievance may be tiled at Step 3 of the Grievance Procedure within nine (9) calendar days following any meeting. If the matter is not resolved at Step 3, it may be referred to arbitration in accordance with the Collective Agreement, it being agreed that any Arbitration Board, or Arbitrator, shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the bargaining unit and the duties and responsibilities involved.
- 18.03 The Hospital shall pay wages as set out in Schedule "A" attached hereto and forming part of this Collective Agreement. Each employee shall be provided with an itemized statement of his wages, hours, and other supplementary pay and deductions. Wages shall be paid bi-weekly. The Hospital may not make deductions from wages unless authorized by statute, court order, arbitration award, this Agreement, or consented to, in writing, by the Union and the employee.
- 18.04 An employee who is temporarily assigned for four (4) hours or more in a pay period to a higher paying classification within the bargaining unit, shall be paid the first step in the new classification that gives the employee

minimum of one dollar (\$1.00) per hour above their own rate. An employee who is temporarily assigned for the convenience of the Hospital to a lower paying classification shall continue to be paid the rate of his regular job provided this shall not apply to an assignment as a result of staff reductions or as a result of accommodation of the employee.

**18.05** Supplementary Agreements, if any, signed by the parties shall form part of this Collective Agreement and shall be subject to the Grievance and Arbitration Procedure.

**18.06** **Supervisory Pay**  
Should any employee, covered by this Collective Agreement, be authorized by the Hospital to relieve a supervisor on a temporary basis, such employee shall receive a premium of one dollar and fifty cents (\$1.50) in addition to her regular rate of pay for all hours worked.

**ARTICLE 19 - HOURS OF WORK, OVERTIME, AND PREMIUMS**

**19.01** The following is intended to define the normal hours of work for full-time and part-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week.

**19.02 (a)** The normal daily hours of work shall be seven and one-half (7 1/2) hours per day, except those positions currently working less than seven and one-half (7 1/2) hours shall continue to do so. Any change in normal number of daily hours of work for a position will require sixty (60) days notice to the Union. Any change in normal shift starting time for a position will require twenty (20) days notice to the Union.



(b) Shifts shall be arranged so that no employee will work more than seven (7) consecutive days as part of their regular schedule. Further, the Hospital will endeavour to provide one (1) weekend off in two (2) weeks for full-time employees and one weekend off in three (3) weeks for part-time employees. The above may be changed by mutual agreement and does not apply to employees working weekends at their own request.

19.03 (a) Employees shall receive a one-half (1/2) hour unpaid meal break during their shift except in the case of a shift where the normal hours of work are seven (7) in which case the unpaid meal break is one (1) hour. The meal period will be normally taken not less than three (3) or more than six (6) hours after the starting time of shift, unless otherwise mutually agreed by the employee and the Hospital.

(b) Employees shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of the shift as referred to in 19.02 (a) herein. In the event of twelve (12) hour shifts, the total paid rest periods shall be forty-five (45) minutes.

When an employee performs authorized overtime work of at least four (4) hours duration, the Hospital will schedule a paid rest period of fifteen (15) minutes duration.

19.04 The Union recognizes the Hospital's obligations to patients will make overtime work necessary from time to time. Therefore, the employee will co-operate with the Hospital by working overtime when it is assigned.

- 19.05** Overtime must be authorized by the Department Head or the delegate.
- 19.06** Overtime is defined as time worked beyond:
- (a) A regularly scheduled full shift of either seven (7) or seven and one-half (7 1/2) hours; or
  - (b) The regularly scheduled hours of work per two-week pay period or averaging period (i.e. 70 or 75 hours) depending on departmental scheduling.
- 19.07** Overtime is paid at the rate of time and one-half (1½) the employee's regular straight time rate of pay.
- 19.08** No overtime calculation will be made for periods of less than one-quarter (1/4) hour over the regularly scheduled hours of work **per** day.
- 19.09** Overtime premiums will not be duplicated or pyramided.
- 19.10** **As** a result of changeover to daylight saving from standard time or vice versa, employees are paid for actual hours worked on the applicable shifts at straight time.
- 19.11** A staff member who works a double shift will be provided a meal voucher for the staff cafeteria worth up to four dollars (~~\$4.00~~) payable on the second shift worked.
- 19.12** Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) such employee may, with agreement of her supervisor, elect payment at the applicable overtime rate or time off equivalent to the applicable overtime rate at a time mutually agreeable to the Hospital and the employee, otherwise payment in accordance with the former option

shall be made. (Equivalent time off equals time and one-half (1 1/2) the regular straight time hours.) The Hospital will provide at least fourteen (14) days' notice of the suggested date for time off, equivalent with pay and such time off must be taken within sixty (60) days of the time it was earned.

- 19.13** On rotation of shifts, if an employee is required to work more than one (1) shift within a twenty-three (23) hour period, the hours worked in such second shift that are within the twenty-three (23) hour period will be paid at time and one-half (1 1/2) the regular straight time rate. This provision does not apply where the hours worked under this provision are scheduled to accommodate the employee.
- 19.14** Where an employee's work schedule is changed and the employee is required to work on what would have been her scheduled day or days off, she will receive at least twenty-three (23) hours notice of such change or will be paid time and one-half (1 1/2) for work performed on the first shift worked subsequent to the scheduled change.
- 19.15** When an employee is called in to work on a day that would have been her day off as a replacement or fill in for an absent employee, she shall be paid for the full shift provided she completes at least six and one-half (6 1/2) hours of work of an eight (8) hour or less, or ten and one-half (10 1/2) hours of a twelve (12) hour shift and could not reasonably have been expected to report for the beginning of the shift.
- 19.16** Consecutive Weekends "Employees who are requested to work by the Hospital on three (3) or more consecutive weekends will be paid time and one half (1½) their regular

rate of pay for the third (3rd) and all consecutive weekends, until such time as they receive a weekend off.”

**19.17** Employees required to be on stand-by will be paid at a rate of two dollars **(\$2.00)** per hour for each hour of stand-by in addition to **any** monies received by virtue of being called in **to** perform work on account of stand-by duty.

**19.18** ~~shift B~~ \_\_\_\_\_

An employees shall be paid a shift premium of forty-five cents (45¢) per hour for all hours worked between 1500 and 0700 where the majority of the employee’s scheduled hours fall during this period. The above will not apply for part-time employees working existing shifts of less than three (3) hours duration.

**19.19** **Reporting Pay**

- a) 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 except 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 that scheduled shift. The Hospital shall not incur any obligation under this Clause when the employee has failed to keep the Hospital informed of her current address and telephone number.
  
- b) When an employee is required by the Hospital to report and attend at a meeting with members of management outside the employee’s scheduled shift hours, the employee shall be paid time and one-half

her/his normal hourly rate for the time actually spent  
in *the meeting*.

**19.20**     **Call Back**

An employee called back to work after leaving the premises who reports to work outside his normal scheduled hours of work will receive, no matter what period of time is actually worked, **no** less than the equivalent of three (3) hours' pay at time and one-half (1 1/2) the regular straight time rate. For purposes of clarity, this paragraph shall not apply to employees who are called back to work overtime by reporting to work before the commencement of their normal shift. The minimum guarantee will be paid only once for all calls during the minimum guarantee period.

**19.21**     In lieu of call-back pay, an employee may take equivalent time off, with pay, at a mutually agreeable time within thirty (30) days following the call-back or such longer period **as** may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with Article 19.14. (Equivalent time off equals time and one-half the regular straight time hours.)

**19.22**     The Hospital will endeavour to post full-time work schedules so that a minimum of fifty percent (**50%**) of scheduled hours will be on day shifts. It is understood that this is subject, at all times, to the needs of the Hospital.

If **an** employee wishes to trade a scheduled shift with another employee, then the employee initiating the trade must provide a minimum of 24 hours notice to the supervisor and find a qualified employee to cover this shift. The employee accepting this shift will not trade this shift with another employee and will ensure that by accepting

this trade they do not place themselves in a premium situation.

**19.23** Any part-time employee who does not work a minimum of five (5) shifts per year shall have their name removed from the seniority list.

**ARTICLE 20 - PAID HOLIDAYS**

**20.01** An employee who has completed thirty (30) days of employment and otherwise qualifies under this Article shall receive the following paid holidays:

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

In addition, a full-time employee who has completed probation and otherwise qualifies under this Article is eligible for two (2) float holidays per calendar year to be taken at a time convenient to the employee and his immediate supervisor.

**20.02** Holiday pay for full-time employees is defined as the amount of regular straight time hourly pay exclusive of shift premium which an employee would have received had she worked a normal shift on the holiday in question.

**20.03** In order to qualify for pay on a holiday, an employee shall complete the scheduled shift on each of his working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

- (a) verified illness or accident which commenced in the **current or previous pay period in which the holiday** occurred and which is verified by a Medical Certificate.
- (b) layoff for a period not exceeding ten (10) calendar days, inclusive of the holiday;
- (c) a leave of absence for a period not exceeding ten (10) calendar days, inclusive of the holiday;
- (d) vacation granted by the Hospital;
- (e) the employee's regular scheduled day off

An employee entitled to holiday pay shall not receive sick pay to which she may otherwise have been entitled. An employee receiving Workers' Compensation Benefits for the day of the holiday shall not be entitled to holiday pay.

**20.04**

A full-time employee who qualifies for Holiday Pay under Article 20.03 and is required to work on any of the abovenamed holidays will, at the option of the Hospital, who shall take into account in his decision the request of the employee to receive either:

- (a) pay for all hours worked on such Holiday at the rate of one and one-half (1 1/2) times his regular straight time rate of pay in addition to his holiday pay; or,
- (b) pay at the rate of time and one-half (1 1/2) the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay instead of holiday pay to be taken within forty-five (45) days after the holiday. Such lieu day off is to be selected by the

employee and his Supervisor by mutual agreement. Failing mutual agreement, the lieu day will be scheduled by the Supervisor.

- (c) If a part-time employee works on any of the recognized paid holidays, the employee receives premium pay, at the rate of time and one-half (1½) the regular straight time rate of pay.

- 20.05** An employee who is scheduled to work on a paid holiday and who fails to do so, shall lose his entitlement to holiday pay, unless the employee provides a satisfactory reason.
- 20.06** If a paid holiday falls during an employee's vacation, his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.
- 20.07** If a paid holiday falls during a full-time employee's regular day off, a lieu day off, with pay, may be selected by the employee and the Supervisor by mutual agreement, instead of Holiday Pay provided the employee qualifies for holiday pay.
- 20.08** When a paid holiday, other than a float, falls on a Saturday or a Sunday, it is to be observed on the following regularly scheduled working day for those full-time employees who were not normally scheduled to work on such Saturday or Sunday.
- 20.09** In the event that the Federal or Provincial Government proclaims a new general holiday (ie. Heritage Day), such day or days will substitute for a float holiday or holidays, under this Agreement. An employee who has taken a float holiday prior to a new holiday being declared shall be deemed to have taken the float holiday in lieu of the newly declared public holiday.



**ARTICLE21 - VACATIONS**

**21.01** Employees shall be entitled to paid vacation as follows:

- 2 weeks vacation with pay after 1 year of continuous service
- 3 weeks vacation with pay after 2 years of continuous service
- 4 weeks vacation with pay after 5 years of continuous service
- 5 weeks vacation with pay after 15 years of continuous service
- 6 weeks vacation with pay after 24 years of continuous service

Notwithstanding, vacation pay is accumulated on a pay period by pay period basis and is expressed as percentage of paid hours.

**21.02** The prime vacation period is from the 1st day of June to the 30th day of September. The time of vacation for each employee will be mutually arranged between the employees and the Hospital provided, however, that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor. In addition, should the employee and Hospital be unable to mutually agree as to the time, the decision of the Hospital will prevail. Subject to the Hospital's staffing needs, an employee shall normally be entitled to receive her vacation in an unbroken period outside the prime vacation period. During the prime vacation period, an employee shall be eligible for two (2) weeks vacation which may be consecutive weeks, except that further weeks of prime time vacation may be granted to the employees subject to the Hospital's staffing needs.

Vacation requests for prime vacation time must be submitted by April 1 of each year. Vacation requests for periods outside prime vacation time must be submitted with at least one (1) month of notice to the Hospital.

Short notice vacation requests will be considered by the Hospital if there is a minimum of 24 hours notice and such request does not have a negative impact on patient care or on support services.

**21.03** An employee who leaves the employ of the Hospital, for any reason, shall be paid the vacation allowance due to her at the time of her termination as provided herein.

**21.04** Where a full-time employee's scheduled vacation is interrupted due to a serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. Such illness must be promptly reported to the employee's Supervisor.

Where an employee's scheduled vacation is interrupted due to a serious illness that requires the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave. A Doctor's Certificate stating the dates of hospitalization is required prior to receiving sick payment for these days. Where a part-time employee's scheduled vacation is interrupted due to a serious illness that requires the employee to be an in-patient in a hospital, the period of such hospitalization shall not be considered vacation leave.

The portion of the employee's vacation which is deemed to be sick leave under this provision will not be counted against the employee's vacation credits.

**21.05** Vacation earned in any year of service must be taken before the end of the following year of service. The employee is responsible to ensure that his carry over vacation is taken before the end of the following year of service.

**21.06** An employee accrues vacation based on the following percentages of paid hours each pay period:

- 2 weeks - 4%
- 3 weeks - 6%
- 4 weeks - 8%
- 5 weeks - 10%
- 6 weeks - 12%

**21.07** Vacation schedules shall be posted by May 1st each year and shall not be changed unless mutually agreed by the employees and the Hospital.

**21.08** Employees shall receive their vacation pay on a separate cheque on the last working day before starting their vacation.

#### **ARTICLE 22 - HEALTH & WELFARE**

- 22.01** a) The Hospital shall provide a Health & Welfare Plan to all full-time employees as follows:
- i.** Homewood Health Centre's Group Benefit Plan effective on July 1, 1991, or similar Plan providing identical or better benefits shall continue.
  - ii.** Life Insurance and AD+D, HOOGLIP Plan of the Ontario Hospital Association shall continue.
  - iii.** The parties shall maintain the existing cost sharing arrangements.

- b)** The hourly rate payable to regular or casual part-time employees include compensation in lieu of all fringe benefits which are paid to full-time employees, except those specifically provided to part-time employees in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood that pension is included within the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all part-time employees may, on a voluntary basis, enroll in the Hospital's Pension Plan when eligible, in accordance with its **terms and** conditions. For part-time employees who are members of the Pension Plan, the percentage in lieu of fringe benefits is nine percent (9%).

It is understood and agreed that the part-time employee's hourly rate (or straight time hourly rate), in **this** Agreement, does not include the additional nine percent (9%) or thirteen (13) percent as applicable, which is paid in lieu of fringe benefits, and accordingly the nine percent (9%) or thirteen percent (13%) as applicable add on payment in lieu of fringe benefits, will not be included for the purpose of computing any premium or overtime payments.

- c)** United Food and Commercial Workers Trusteed Dental Fund Ontario
- i) Effective on the 1st day of January, 19 97.
- ii) The Employer agrees to contribute twenty cents (20¢) per hour to the UFCW Trusteed Dental Fund Ontario ("Dental Fund") for all hours paid to full-time bargaining unit employees.

**Hours** paid shall not include Weekly Indemnity payments.

Effective July 1, 1997 the above twenty cents (20¢) will be increased to twenty two cents (22¢).

Effective January 1, 1998 the above twenty-two cents (22¢) will be increased to twenty three cents (23¢).

- iii) The Employer agrees to sign the "Participation Agreement" as prepared by the Trustees of the fund and supply or sign any other documents, forms, reports, or information required by the Trustees of the Dental Fund, and shall forward all contributions together with a list of the employee and the number of hours worked by each employee in each reporting period within fifteen (15) days of the end of the close of the Hospital's four (4) or Five (5) week accounting period.

#### 22.02 Pension Plan

All present employees enrolled in the Hospital's Pension Plan shall maintain their enrollment in the Plan subject to its terms and conditions. New employees and employees employed but not eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible, in accordance with its terms and conditions.

#### 22.03 Safety Footwear

The Hospital will provide fifty dollars (\$50.00) to full-time employees and thirty-five (\$35.00) to part-time employees,

per calendar year to each employee who is required by the Hospital to wear safety footwear during the course of her duties.

#### **ARTICLE 23 - GENERAL**

##### **23.01 Copies of Agreement**

The Union and the Hospital desire every employee to be familiar with the provisions of this Collective Agreement and her rights and duties under it. For this reason, the Union shall print sufficient copies of the Collective Agreement within thirty (30) days of signing. The Hospital shall pay ~~fifty~~ percent (50%) of the cost of printing these Agreements.

##### **23.02 In-Service Meetings**

Employees covered by this Collective Agreement, will be paid at their applicable rate listed in Appendix "A" for all time spent in service meetings.

##### **23.03 Bulletin Boards**

The Hospital will provide bulletin boards for the sole purpose of posting Union notices to its members. The bulletin boards shall be located to insure visibility. All such notices must be submitted to the office of the Director of Human Resources for approval, which approval will not be denied unreasonably.

##### **23.04 Uniforms and Clothing Allowance**

The Hospital will supply and launder uniforms for those

employees classified in the following areas on an annual basis:

Housekeeping	Three (3) sets for full-time Two (2) sets for part-time
Laundry	Three (3) sets for full-time Two (2) <del>sets</del> for part-time
H.E.R.O.	Three (3) sets for full-time (pants & shirts)
-	Two (2) sets for part-time (pants & shirts)
	Two (2) blazers for full-time One (1) blazer for part-time One (1) winter jacket
Environmental Services-	Three (3) <del>sets</del> for full-time plus Two (2) sets for coveralls
Dietary	<b>As</b> required for both full-time and part-time employees.

### 23.05 Injury at Work

**An** employee who is injured during working hours and ~~is~~ required to leave for treatment of such injury, shall receive payment for the remainder of the shift at their hourly rate of pay, unless the doctor states that the employee is fit for further work on **that** shift.

### 23.06 Advances in Cases of Work Related Accidents

In the event an employee is unable to work because of a work related accident and where there is no dispute concerning the validity of the W.C.B. claim, the Hospital will advance to said employee, the weekly benefits equal to those the employee would receive from the Workers' Compensation Board. Payment will ~~be~~ provided **only** if the employee provides evidence of disability satisfactory to the

Hospital, that any payments will be refunded to the Hospital following final determination of the claim by the **Workers' Compensation Board**.

**ARTICLE 24 - DURATION**

- 24.01** This Collective Agreement shall remain in force and effect from July 17, 1995, until July 16, 1998, and until all provisions of the Ontario Labour Relations Act and the Hospital Disputes Labour Arbitration Act have been expended.
- 24.02** Either party may give the other party notice of renewal and/or amendment of this Collective Agreement at any time within ninety (90) days prior to the expiry of this Collective Agreement. The parties shall meet within fifteen (15) days of such notice being received.

**ARTICLE 25 - RETROACTIVITY**

- 25.01** Increases to the wage rates shall apply to all full and part-time employees and shall be retroactive to July 17, 1996. All employees who have been hired since July 17, 1996, shall be entitled to a pro-rated increase from their date of hire. The Hospital shall pay retroactive increases to employees still in its employ within sixty (60) days of this Award. Such retroactive payments shall be by separate cheque, if the existing payroll system allows.

The employees who have left the employ of Homewood after July 17, 1996, shall be entitled to an increase prorated to a date of termination of their employment. The Hospital shall **notify** by registered mail, to **all** employees who have left employment since July 17, 1996, of their entitlement of



retroactive increases to their last ~~known~~ address in the Hospital's record and the Hospital will provide the Union with copies of such notices. Only these former employees who claim within thirty (30) days of the date of the receipt of these notices, shall be entitled to receive money under this retroactive provision.

Hospital will provide the Union with copies of such notices. Only these former employees who claim within thirty (30) days of the date of the receipt of these notices, shall be entitled to receive money under this retroactive provision.

SIGNED ON BEHALF OF THE PARTIES HERETO AT GUELPH,  
ONTARIO,

**THIS 16TH DAY OF APRIL, 1997.**

FOR THE UNION:

Richard Woodruff  
Wayne Harbin  
Cathy Denholm  
April Kostal  
Chris Wright  
Carolyn Carere  
Jim Galatianos  
Tracey Demolder

FOR THE HOSPITAL:

Jim Sheppard  
Janet Wall  
L. Diane Amos  
Janice Lace  
Rose Schenk  
Louie Visentin

SCHEDULE 'A'

<u>DEPARTMENT</u>	<u>CLASS TITLE</u>	<u>SALARY RANGE</u>		<u>EFFECTIVE JULY 17, 1995</u>				
		<u>Start</u>	<u>6 Mons.</u>	<u>12 Mons.</u>	<u>24 Mons.</u>	<u>36 Mons.</u>	<u>Job Rate</u>	
Nursing	Registered Practical Nurse	\$ 13.35	\$ 13.76	\$ 14.17	\$ 14.58	\$ 15.03	\$ 15.38	
	Psychiatric Assistant							
	Porter	12.35	12.71	13.09			13.49	
	Psychiatric Asst.							
Pharmacy	Pharmacy Assistant	13.35	13.76	14.17	14.58	15.03	15.38	
Physiotherapy	Physiotherapy Assistant	13.35	13.76	14.17	14.58	15.03	15.38	
Recreation								
Fitness Centre	Recreation Assistant	12.35	12.71	13.09			13.49	
Activity Therapy	Program Facilitator	14.98	15.38	15.58	16.05	16.51	17.02	
Materials Management	Stores/Assistant Driver/ Receiver Expediter	13.35	13.76	14.17	14.58	15.03	15.38	
Laundry	Sorter	13.35	13.76	14.17	14.58	15.03	15.38	
	Truck Driver Lead Hand Laundry	14.98	15.38	15.58	16.04	16.51	17.02	
Housekeeping	Housekeeper	12.35	12.71	13.09			13.49	

## SCHEDULE 'A'

DEPARTMENT	CLASS TITLE	SALARY RANGE					Job Rate
		Start	6 Mons.	12 Mons.	24 Mons.	36 Mons.	
	Housekeeping (Co-Ordinator) Lead Hand	14.98	15.38	15.58	16.05	16.51	17.02
Fire, Safety & Security	Fire Safety Officer - PT Security/E.R.O.	14.98	15.38	15.58	16.05	16.51	17.02
		12.35	12.71 or 13.76 after completion of 18 modules	14.17	14.58	15.03	15.38

SCHEDULE 'A'

DEPARTMENT	CLASS TITLE	SALARY RANGE		EFFECTIVE JULY 17, 1995			Job Rate
		<u>Start</u>	<u>6 Mons.</u>	<u>11 Mons.</u>	<u>24 Mons.</u>	<u>36 Mons.</u>	
Environmental Services	Lead Hand Carpenter	\$ 18.92		\$ 19.48	\$ 20.07	\$ 20.68	\$ 21.30
	Lead Hand Electrician						
	Lead Hand Plumber						
	Lead Hand Painter	16.52	17.03	17.55	18.07	18.60	19.17
	Electrician HVAC						
	Maintenance Mechanic, Carpenter, Painter Plumber	14.98	15.38	15.58	16.05	16.51	17.02
Gardens & Grounds	Lead Hand Groundskeeper	14.98	15.38	15.58	16.05	16.51	17.02
	Groundskeeper	13.36	13.76	14.17	14.58	15.03	15.38
Nutrition Services	<del>Cook</del> Ingredient Control Catering Assistant	14.98	15.38	15.58	16.04	16.51	17.02
	Cleaner/Receiver	13.36	13.76	14.17	14.58	15.03	15.38

SCHEDULE 'A'

<u>DEPARTMENT</u>	<u>CLASS TITLE</u>	<u>SALARY RANGE</u>					<u>EFFECTIVE JULY 17, 1995</u>	
		<u>Start</u>	<u>6 Mons.</u>	<u>12 Mons.</u>	<u>24 Mons.</u>	<u>36 Mons.</u>	<u>Job Rate</u>	
	Cleaner/Porter	12.35	12.71	13.09			13.49	
	Warewasher							
	Cook's Helper							
	Aide							
	Cafeteria Assistant - PT							
	Cashier - PT							
	Student - during Vacation Periods		6.94		7.05	7.15	7.25	

		<u>SCHEDULE 'A'</u>					
<u>DEPARTMENT</u>	<u>CLASS TITLE</u>	<u>SALARY RANGE</u>		<u>EFFECTIVE JULY 17, 1996</u>			
		<u>Start</u>	<u>6 Mons.</u>	<u>12 Mons.</u>	<u>24 Mons.</u>	<u>36 Mons.</u>	<u>Job Rate</u>
Nursing	Registered Practical Nurse	\$ 13.83	\$ 14.25	\$ 14.60	\$ 15.08	\$ 15.53	\$ 15.88
	Psychiatric Assistant	13.48	13.90	14.31	14.74	15.18	15.53
	Porter Psychiatric Asst.	12.48	12.84	13.22			13.62
Pharmacy	Pharmacy Assistant	13.48	13.90	14.31	14.74	15.18	15.53
Physiotherapy	Physiotherapy Assistant	13.48	13.90	14.31	14.74	15.18	15.53
Recreation Fitness Centre	Recreation Assistant	12.48	12.84	13.22			13.62
Activity Therapy	Program Facilitator	15.13	15.53	15.74	16.21	16.68	17.19
Materials Management	Stores/Assistant Driver/ Receiver Expediter	13.48	13.90	14.31	14.74	15.18	15.53
Laundry	Sorter Truck Driver	13.48	13.90	14.31	14.74	15.18	15.53
	Lead Hand Laundry	15.13	15.53	15.74	16.21	16.68	17.19

**SCHEDULE 'A'**

DEPARTMENT	CLASS TITLE	SALARY RANGE					EFFECTIVE JULY 17, 1996
		<u>Start</u>	<u>6 Mons.</u>	<u>12 Mons.</u>	<u>24 Mons.</u>	<u>36 Mons.</u>	
Housekeeping	Housekeeper	12.47	12.84	13.22			Job Rate 13.62
	Housekeeping (Co-Ordinator) Lead Hand	15.13	15.53	15.74	16.21	16.68	17.19
Fire, Safety & Security	Fire Safety Officer - PT	15.13	15.53	15.74	16.21	16.68	17.19
	Security/E.R.O.	12.48	12.84 or 13.90 after completion of 18 modules	14.31	14.74	15.18	15.53

		<u>SCHEDULE 'A'</u>					
DEPARTMENT	CLASS TITLE	SALARY RANGE		EFFECTIVE JULY 17, 1996			Job Rate
		<u>Start</u>	<u>6 Mons.</u>	<u>12 Mons.</u>	<u>24 Mons.</u>	<u>36 Mons.</u>	
Environmental Services	Lead Hand Carpenter	\$ 19.11		\$ 19.67	\$ 20.27	\$ 20.89	\$ 21.51
	Lead Hand Electrician						
	Lead Hand Plumber						
	Lead Hand Painter	16.69	17.20	17.73	18.25	18.79	19.36
	Electrician HVAC						
	Maintenance	15.13	15.53	15.74	16.21	16.68	17.19
	Mechanic, Carpenter, Painter Plumber						
Gardens & Grounds	Lead Hand Groundskeeper	15.13	15.53	15.74	16.21	16.68	17.19
	Groundskeeper	13.49	13.90	14.31	14.74	15.18	15.53
Nutrition Services	Cook	15.13	15.53	15.74	16.21	16.68	17.19
	Ingredient Control Catering Assistant						
	Cleaner/Receiver	13.48	13.90	14.31	14.74	15.18	15.53



## SCHEDULE 'A'

DEPARTMENT	CLASS TITLE	SALARY RANGE		EFFECTIVE JULY 17, 1996			
		Start	6 Mos.	12 Mos.	24 Mos.	36 Mos.	Job Rate
	Cleaner/Porter	12.47	12.84	13.22			13.62
	Warewasher						
	Cook's Helper						
	Aide						
	Cafeteria Assistant - PT						
	Cashier - PT						
	Student - during Vacation Periods		7.01		7.12	7.22	7.32

		<u>SCHEDULE 'A'</u>					
<u>DEPARTMENT</u>	<u>CLASS TITLE</u>	<u>SALARY RANGE</u>			<u>EFFECTIVE JULY 17, 1997</u>		
		<u>Start</u>	<u>6 Mons.</u>	<u>12 Mons.</u>	<u>24 Mons.</u>	<u>36 Mons.</u>	<u>Job Rate</u>
Nursing	Registered Practical Nurse	\$ 14.22	\$ 14.64	\$ 15.06	\$ 15.48	\$ 15.94	\$ 16.29
	Psychiatric Assistant	13.62	14.04	14.45	14.89	15.33	15.69
	Porter Psychiatric Asst.	12.59	12.97	13.35			13.76
Pharmacy	Pharmacy Assistant	13.62	14.04	14.45	14.89	15.33	15.69
Physiotherapy	Physiotherapy Assistant	13.62	14.04	14.45	14.89	15.33	15.69
Recreation Fitness Centre	Recreation Assistant	12.59	12.97	13.35			13.76
Activity Therapy	Program Facilitator	15.28	15.69	15.90	16.37	16.85	17.36
Materials Management	Stores/Assistant Driver/ Receiver Expediter	13.62	14.04	14.45	14.89	15.33	15.69
Laundry	Sorter	13.62	14.04	14.45	14.89	15.33	15.69
	Truck Driver Lead Hand Laundry	15.28	15.69	15.90	16.37	16.85	17.36

## SCHEDULE 'A'

DEPARTMENT	CLASS TITLE	SALARY RANGE		EFFECTIVE JULY 17, 1997			Job Rate
		Start	6 Mon.	12 Mon.	24 Mon.	36 Mon.	
Housekeeping	Housekeeper	12.59	12.97	13.35	16.37	16.85	13.76
	Housekeeping (Co-Ordinator) Lead Hand	15.28	15.69	15.90	16.37	16.85	17.36
Fire, Safety & Security	Fire Safety Officer - PT	15.28	15.69	15.90	16.37	16.85	17.36
	Security/E.R.O.	12.59	12.97 or 14.04 after completion of 18 modules	14.45	14.89	15.33	15.69

SCHEDULE 'A'

DEPARTMENT	CLASS TITLE	SALARY RANGE					Job Rate
		Start	6 Mons.	12 Mons.	24 Mons.	36 Mons.	
Environmental Services	Lead Hand Carpenter	\$ 19.30		\$ 19.87	\$ 20.47	\$ 21.10	\$ 21.73
	Lead Hand Electrician						
	Lead Hand Plumber						
	Lead Hand Painter Electrician HVAC	16.86	17.37	17.91	18.43	18.98	19.55
	Maintenance Mechanic, Carpenter, Painter Plumber	15.28	15.69	15.90	16.37	16.85	17.36
Gardens & Grounds	Lead Hand Groundskeeper	15.28	15.69	15.90	16.37	16.85	17.36
	Groundskeeper	13.62	14.04	14.45	14.89	15.33	15.69
Nutrition Services	Cook Ingredient Control Catering Assistant	15.28	15.69	15.90	16.37	16.85	17.36
	Cleaner/Receiver	13.62	14.04	14.45	14.89	15.33	15.69

SCHEDULE 'A'

<u>DEPARTMENT</u>	<u>CLASS TITLE</u>	<u>SALARY RANGE</u>					<u>EFFECTIVE JULY 17, 1997</u>				
		<u>Start</u>	<u>6 Mons.</u>	<u>12 Mons.</u>	<u>24 Mons.</u>	<u>36 Mons.</u>	<u>Job Rate</u>				
	Cleaner/Porter	12.59	12.97	13.35							13.76
	Warewasher										
	Cook's Helper										
	Aide										
	Cafeteria Assistant - PT										
	Cashier - PT										
	Student - during Vacation Periods	7.08		7.19		7.29					7.39

**LETTER OF UNDERSTANDING**

*Between:* Homewood Health Centre

*and:* Health, Office & Professional Employees (H.O.P.E.)  
A Division of Local 175, United Food & Commercial  
Workers  
International Union

I. In the event it becomes available, the Hospital shall provide the Union with a copy of the computer ~~tape~~ containing the Union Dues and Initiation Fee and other employee information.

II. U.F.C.W. Charity Fund

The Company shall deduct from the weekly earnings of each employee who volunteers, twenty-five cents (25¢) weekly and shall, together with a detailed list of the **names**, Social Insurance Numbers and **amounts** deducted, remit same to the United Food and Commercial Workers Union's Southwest Regional Office before the fifteenth (15th) day of the following **month**. **On** or before February 28th of each year, receipts for the **total** amounts deducted per employee in the calendar year will be provided by the charity receiving the **employees'** donations.

**III.** re: Extended **Tours**

This **Letter** of Understanding will expire with the current Collective Agreement, or may be renewed by mutual agreement **between** the parties.

The **Parties** agree **to** the following **terms** for implementation, continuation **and** discontinuation of extended **tours**.

- I. **a)** Extended tours shall **be** introduced **into** any unit when
- i) eighty percent (80%) of the employees in the unit so indicate by secret ballot and
  - ii) the Hospital agrees to implement the extended tours; such agreement shall not be withheld in **an** unreasonable or arbitrary **manner**.
- b)** There is a **trial period** for **6 months**. In the event there are employment vacancies, the potential employee works the vacated work schedule. At the end of the trial, there is an valuation by the **supervisory** personnel to continue or to discontinue the work schedule.

Employees of the affected classifications vote to indicate their willingness to work the schedule model **as** developed. **This** schedule model must be approved by the immediate supervisor before the vote is **taken**. If the majority vote is 80%, then the schedule **is** implemented. **This** implementation will take place 60 days from the vote **unless** the staff affected vote unanimously to implement earlier.

- c) Extended **tours** may be discontinued in **any** unit when;
    - i) **sixty** percent (60%) of the employees in any unit so indicate by Secret ballot; or
    - ii) the Hospital because of
      - a) adverse effects on patient care
      - b) **inability** to provide a workable **staffing** schedule
      - c) financial constraints, or,
      - d) where the Hospital wishes to do so for any other **reasons** which are neither unreasonable or arbitrary, states **its** intention in writing to the **Union** to discontinue the extended **tour**.
  - d) When written notice of discontinuation is given by either party in accordance with paragraph 1.c) above, then,
    - i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation: and
    - ii) where it is determined that the extended tours **will** be discontinued, **affected** employees shall be given sixty (60) days notice before the schedules are so amended, **unless** all parties agree to an earlier implementation.
2. **An** employee on an extended tour shall not be scheduled to work more ~~than~~ three (3) consecutive **tours**. Employees scheduled for more ~~than~~ three (3) consecutive **tours** shall receive premium pay **as** described in Article 19.07 of the Collective Agreement for all hours worked on the fourth (~~4th~~) **and**, subsequent consecutive tours until time off is scheduled.



3. Employees on the extended tours shall be scheduled **off** every third (3rd) weekend. Should the employee be scheduled to work the third (3rd) weekend, she shall be paid the premium **as** described in Article **19.07** of the Collective Agreement for all hours worked **on** the third (3rd) weekend **and** subsequent weekends **until** a weekend is scheduled **off**.

This premium payment shall not apply when:

- a) such weekend **has** been worked by **the** employee to **satisfy** specific days **off** requested by **the** employee; or
  - b) such employee **has** requested weekend work; or
  - c) such weekend is worked **as** a result of a mutually agreed to exchange of **tours** with another employee;
  - d) the implementation, by **an** employee, of **a, b,** or c above will not be interpreted **as a** waiver of weekend premiums.
4. Employees **shall** be entitled, subject to the exigencies of patient care, to a one **(1) hour** and **fifteen (15)** minutes meal and rest periods **during** an extended tour, forty-five **(45)** minutes of which will be paid.
5. A weekend **shall** be defined **as** any period of fifty-six **(56)** consecutive hours following the Friday day **tour** (3:0 p.m. Friday - **11:00** p.m. Sunday) where the majority of hours fall in this period.
6. Not less **than** forty-eight **(48)** hours off work **shall** be scheduled **between** changes in **shifts**.
7. **Shift** Premiums shall be paid **as** provided in Article **19.17**.
8. Overtime premium **as** described in Article **19.07** shall be paid for all hours worked in excess of;

- a) 7.5 hours when a 7.5 hour **tour** is scheduled
- b) **11.5 hours** when a **11.5** hour **tour is** scheduled
- c) **48 hours**, in a calendar week (defined as Sunday - Saturday)

9. **Vacations**

In accordance with Article **21**. Vacations, Vacation time shall be calculated as follows:

<b>2</b> week entitlement	—	<b>75.0 hours</b>
<b>3</b> week entitlement	=	<b>112.5 hours</b>
<b>4</b> week entitlement	=	<b>150.0 hours</b>
<b>5</b> week entitlement	=	<b>187.5 hours</b>
<b>6</b> week entitlement	=	<b>225.0 hours</b>

10. **Paid Holidays**

- a) In accordance with Article **20 - Paid Holidays** of the Collective Agreement, **the Homewood shall** recognize for full-time employees, twelve (**12**) paid holidays, including two (**2**) float holidays of **7.5** hours each and for part-time employees in accordance with 20.01.
- b) i) Employees **shall** receive **time** and **one-half** ( 1½) for **all** scheduled **hours** worked on a paid holiday.

11. **Sick Leave**

Full-time employees **shall** receive **562.50** hours of sick time (**48.90** shift at **11.50 hours**).

The above agreement is conditional **on final** approval of the Employment Standards Act (E.S.A.) for the Province of **Ontario**.

**IV Re: Job Share**

This letter of understanding will expire with the current Collective Agreement or may be renewed by mutual agreement between the parties.

## DEFINITION

**Job sharing** is a work arrangement in which two employees voluntarily share all aspects of one full-time equivalent position.

## GUIDELINES

1.
  - a) Written application must be made to the appropriate Department Head/Division Administrator by a Full-time staff member wishing to become involved in the **job sharing** arrangement.
  - b) The Department Head/Division Administrator has the right to determine whether a **job** is appropriate for **job sharing**, in accordance with #2 below.
  - c) The vacant **half** of the **job share** will be posted in accordance with 13.3 of the Collective Agreement. If a Full-time employee is the successful applicant, for the vacant half of the **job share**, their previous Full-time position will be posted and filled per the Collective Agreement.
2. Details of all **job shares** (ie. scheduling) are negotiated between the individuals, the Division/Department and the

Union. For Clinical Divisions priority in scheduling is based on the needs of the patients and specific programs to promote continuity of care, commitment to programs and optimal communication.

3. Job ~~sharers~~ are to cover statutory holidays, for example, whether ~~the~~ holidays are ~~to~~ be worked ~~as~~ they fall or whether they ~~are~~ to be split equally. It is understood that the position may be scheduled off on a statutory holiday similar to that of other ~~full-time~~ positions.
4. The status of job sharers is that of a ~~Part-time~~ employee and, rhus, ~~the salary~~, benefits and applicable provisions in the Collective Agreement are the same ~~as~~ for part-time employees.
5. Each job ~~sharing~~ position is evaluated at the end of three months and every twelve months thereafter specifically to determine:
  - a) Any impact on the quality of patient care;
  - b) Willingness by ~~the staff~~ involved to continue the job ~~sharing~~ arrangement at the ~~initial~~ three (3) month review.
  - c) ~~Willingness~~ of the Department/Division to continue with the job ~~sharing~~ arrangement;
  - d) If modifications in the arrangements are required.

6. If the Department Head/Division Administrator determines that the job sharing arrangement is no longer of benefit to the Department/Division, the job sharing position will be terminated. At least one month's notice will be provided.
7. a) Should a job sharing arrangement be discontinued by the department/division or should the original Full-time incumbent terminate, the position will automatically revert to Full-time status and the original Full-time incumbent will be returned to the position. The remaining job sharing partner will have full bumping rights under the Collective Agreement.  
  
b) If the Part-time portion terminates, then the Part-time portion could be posted to fill the job share or the Full-time incumbent reverts to Full-time position.
8. When an employee in a job share arrangement is expected to be absent from work for a period of 2 months or less due to vacation, short term illness/injury, or approved leave of absence, the remaining job sharer is expected to cover the vacant shifts as required by the hospital.
9. In general, job sharers are not to work more than one half of the regular hours of full-time equivalent. Overtime is not paid if one job sharer is working the other partner's hours. Overtime is considered to be hours worked by any one of the job sharers over the regular weekly hours of a full-time equivalent. Job sharers are expected to cover for one another during each other's illness. There is no premium payment for short notice call-ins. Additional hours of work will be offered to job sharers according to the existing agreements.

10. Educational and training sessions, as well as Department/Division planning and program development are provided for the job-share position in the same manner as Full-time position, e.g. if a session is made available once, the two individuals would be expected to ensure both receive information.
11. Job sharers, as part-time employees, receive vacation pay appropriate to their job classifications and length of employment as outlined in the Collective Agreement. They are also entitled to an equivalent number of calendar weeks away from work as unpaid vacation time to be scheduled according to Departmental/Division policy. For example, a job sharer who receives 4% vacation pay is entitled to two calendar weeks of unpaid vacation time away from work. These two calendar weeks therefore involve whatever shifts the job sharer would normally work in those two calendar weeks.
12. The number of job sharing arrangements in any job classification/work area may be up to but not more than 20% of the existing full-time positions in that classification.
13. Seniority - The seniority of the position will be as per the original Full-time incumbent.

V. Re: ATTENDANCE PROGRAM

The parties are in agreement to amend the Attendance program to reflect "Full-time employees who are absent from work due to illness will receive 100% of the regular entitlement for the first three (3)

incidents of illness. For the fourth and subsequent illnesses, the payment will be reduced to 90% of their regular entitlement for a maximum of ten (10) days per calendar year."

SIGNED ON BEHALF OF THE PARTIES HERETO AT GUELPH,  
ONTARIO, THIS 16 TH DAY OF APRIL, 1997.

FOR THE UNION:

Richard Woodruff  
Wayne Harbin  
Cathy Denholm  
April Kostal  
Chris Wright  
Carolyn Carere  
Jim Galatianos  
Tracey Demolder

FOR THE HOSPITAL:

Jim Sheppard  
Janet Wall  
L. Diane Amos  
Janice Lace  
Rose Schenk  
Louie Visentin