

RECEIVED  
COLLECTIVE AGREEMENT

JUN 12 2009

Between:

\_\_\_\_\_  
HOMEWOOD HEALTH CENTRE  
(the "Hospital")

- and -

UNITED FOOD AND **COMMERCIAL WORKERS CANADA,**  
LOCAL 175  
(the "Union")

Full-Time and Part-Time Bargaining Unit

Effective July 17, 2008 to July 16, 2011

10994(07)

## TABLE OF CONTENTS

ARTICLE 1	Preamble	1
ARTICLE 2	Recognition	1
ARTICLE 3	Strikes And Lockouts	3
ARTICLE 4	Management Rights	3
ARTICLE 5	No Discrimination	5
ARTICLE 6	Union Security	5
ARTICLE 7	Union Representation and Committees	7
ARTICLE 8	Grievance Procedure	10
ARTICLE 9	Arbitration	12
ARTICLE 10	Access To Files	14
ARTICLE 11	Existing Working Conditions	14
ARTICLE 12	Probationary Employees	15
ARTICLE 13	Seniority	16
ARTICLE 14	Layoff and Recall	20
ARTICLE 15	Contracting Out	28
ARTICLE 16	Health & Safety Committee	28
ARTICLE 17	Leaves Of Absence	30
ARTICLE 18	Wages, Departments, Classifications	35
ARTICLE 19	Hours Of Work, Overtime And Premiums	37
ARTICLE 20	Paid Holidays	43
ARTICLE 21	Vacations	46
ARTICLE 22	Health & Welfare	49
ARTICLE 23	General	53
ARTICLE 24	Duration	55
ARTICLE 25	Retroactivity	55
Schedule 'A'		57

## LETTERS OF UNDERSTANDING

I	UFCW Charity Fund	61
ii	RE: Extended Tours	61
iii	RE: Job Share	65
iv	RE: Attendance Program	68
v	RE: Students	68
vi	RE: Scheduling Nutrition Services	69
vii	RE: Call-ins	70

VIII	RE:	Article 12: Probationary Employees:12.01 [a] And Article 13: Seniority . . . . .	71
IX	RE:	Time Limits . . . . .	72
X	RE:	Weekend Worker . . . . .	72
XI	RE:	The RPN Graduate - The Parties Agree To The Following: . . . . .	73
XII	RE:	Full-Time Lines Hamilton 2 And 3 . . . . .	74
XIII	RE:	Deletion Of Article 13.02 (f) . . . . .	75
XIV	RE:	New Part-Time Work Schedules: . . . . .	75
XV	RE:	Pay Equity . . . . .	75
XVI	RE:	Physiotherapy/Chiropractic . . . . .	75
XVII	RE:	Vision Care . . . . .	75
XVIII	RE:	Article 7.03 (c) . . . . .	76
XVIX	RE:	Four Hour Shifts For RPN's . . . . .	76
XX	RE:	Introduction Of Personal Support Worker (PSW) Classification . . . . .	76
XXI	RE:	Accommodation . . . . .	77
XXII	RE:	On Call For Garden & Grounds . . . . .	77
		Letter of Agreement	
		Personal Support Worker . . . . .	78

## COLLECTIVE AGREEMENT

BETWEEN:

HOMEWOOD HEALTH CENTRE  
[Hereinafter referred to as the "Hospital"]

• and •

UNITED FOOD and COMMERCIAL WORKERS CANADA,  
LOCAL 175  
(Hereinafter referred to as the "Union")

### 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 undergraduatenuurses, \*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, electro-encephalographists, electrical shock therapists, laboratory technicians, laboratory assistants, electronic technicians, psychometrists, pharmacists, psychologists, remedial gymnasts, medical records librarians, social workers, child care workers, nutritionists, dental health educators and bio-medical 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.

4.03 Certifications: It is the employees' responsibility to hold current registrations or licenses on a regular and ongoing basis.

## 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 me 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.

The remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail [remmit at ufcw175.com] or on a computer diskette as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spreadsheet will be in a format provided by the Union and the Company will provide the following information as known to the Company:

- (1) S.I.N.
- (2) Employee number if applicable
- (3) Full Name (Last/First/Initials)
- (4) Full address, including City and Postal Code
- (5) Telephone number (including area code)
- (6) Date of hire
- (7) Rate of pay
- (8) Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report requires five (5) columns for reporting
- (9) Total dues deducted
- (10) initiation fees deducted
- (11) Total Initiation Fees deducted

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 Manager 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). The hospital will reimburse employee members of the Union's Negotiating Committee for time lost from their regular schedule for all negotiating meetings held with the Hospital up to and including conciliation meetings under the Labour Relations Act, 1995, but not beyond such meetings.
- (c) Employees of Me 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 Me 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 Manager 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. The parties may mutually agree to extend the time limits.
- 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/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Manager of Human Resources or designate. Where the employee has not been provided previously a copy of the evaluation or disciplinary notations in his/her 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 (a) (i) All full-time employees shall be probationary employees until they have completed four hundred and fifty (450) hours 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.
- (ii) During the probationary period, the probationary employee shall have no seniority standing.
- (iii) Under no circumstances will an employee be required to serve a second probationary period, unless otherwise mutually agreed by the parties.
- (b) All part-time employees shall be probationary employees until they have completed four hundred and fifty (450) 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. In the event of layoff of any employee during the first year of full time employment such employee shall be returned to his/her 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. 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 year of full time employment. Such employee shall receive any unused credit due.
- (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/she is discharged for just cause;
- (b) he/she 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 thirty-six (36) months.
- (f) 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.

13.03 Vacancy - Job Posting

- (a) Where a permanent vacancy occurs within the bargaining units in a classification or a new position is established by the Hospital, such vacancy shall be posted within the bargaining units 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.

A vacancy may be posted as temporary provided such vacancy is not less than two (2) months duration but not more than twenty four (24) months duration. Twenty four months after the original date of any posting of a temporary vacancy, such vacancy will be posted as permanent in accordance with the above procedure if the vacancy continues.

- (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) The calculation of seniority for the purposes of a job posting for part time employees bidding an a full time job posting is total hours worked divided by 1950 hours. 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. Switchboard employees shall be eligible for consideration as part time employees.

- (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. In the event of such a determination within this period, the employee will be returned by the hospital to the position formally accepted, 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/her 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/her 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/her 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 in the affected classification in the affected division/department set out in Article 14.04 below will be released prior to the layoff of an employee covered by this Collective Agreement, provided there remains on the job employees who have the ability to perform the probationary work. The Hospital will notify the Union of the probationary employee(s) released in these circumstances.
- 14.02 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 equaling three (3) months notice.

Note: Where the layoff results in the subsequent displacement of any employee 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.

- 14.03 [a] Where five (5) or more employees are to be permanently laid off, a Joint Committee of the Hospital and the Union will be established. 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 make recommendations for consideration by the Hospital regarding alternatives that may prevent or minimize the dislocation of employees. This could include but not be limited to alternatives such as:
- The utilization of other means such as normal retirements, voluntary leaves or transfers.
  - The improvement of employment potential for employees affected by the provision of retraining and job counseling.
  - The adjustment of work schedules to enable employees affected to attend retraining programs and the continuation of insured benefits during such a period of retraining, if applicable.
- [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 Representative shall be paid by the Hospital at regular straight time rate of pay.



- (d) Each party shall appoint a Co-chair person 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.

- 14.04 [a) An employee who has completed the probationary period shall not be laid off or subject to the layoff process, unless and until the process below has been applied.

In the event of a layoff, employees shall be laid off in the reverse order of their seniority in the affected classification in the affected division/department as set out below, providing there remains on the **job** employees who then have the ability to perform the work. For clarification purposes, the divisions/departments are defined as the following:

Environmental Services

Nutrition Services

Housekeeping

Materials Management

Pharmacy

Addiction Division

Crisis Unit Trillium 1 - Community Division

Crisis Unit Trillium 2 - Community Division

Comprehensive Psychiatric Care

Program for Older Adults Hamilton 2 - Community Division

Program for Older Adults Hamilton 3 - Community Division

Transitional Care - Community Division

Integrated Mood & Anxiety Program - Specialized Psychiatry Division

Program for Traumatic Stress Recovery - Specialized Psychiatry Division

Recreation and Fitness.

- Switchboard for purposes of layoff employees are included in above list.
- (b) An employee who is subject to layoff shall be given written notice and shall have the right to either:
- [a] Accept the layoff and be placed on recall in accordance with Article 14.05:
  - (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 his/her recall rights. The employee may request and be granted his/her severance pay at any time during his/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;

A position will not be considered vacant for the purpose of this provision until the posting requirements of Article 13.03 have been completed up to and inclusive of the point that there is no successful applicant to the posting procedure. The option provided will be given to the employee prior to any employee in a different status [full-time and part-time) being considered as contemplated by Article 13.03 (d);

- (e) Opt to displace an employee in the same classification who has lesser bargaining unit seniority and who is the least senior employee in any one of the department/divisions as set out above, provided the employee who is subject to layoff can perform the duties of that position without training other than orientation:

OR

Opt to displace an employee in an identical paying classification or lower paying classification who has lesser bargaining unit seniority and who is the least senior employee in any one of the departments/divisions as set out above, provided the employee who is subject to layoff can perform the duties of that position 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.

- (6) Any employee covered by this Collective Agreement who is displaced through the procedure in 5 shall be entitled to also utilize the procedure in 5 as well as the options set out in B) (1) (2) (3) (4).
- (7) Where the term "can perform the duties of that position without training other than orientation" is used, it is understood that the employee must have the necessary skill, ability, experience and qualifications for the position.
- (8) It is agreed that a full-time employee who has no option of displacing another less senior full-time employee under this provision will have the option of displacing the

least senior part-time employee in the same or an identical paying or lower paying classification in any one of the departments/divisions as set out above, provided he/she is able to perform the duties of the position without training other than orientation.

(9) Part-time employee is not entitled to displace a full-time employee under the displacement procedure set out herein.

(10) An employee who chooses to exercise the right to displace an employee under the provision above shall advise the Hospital of his/her intention to do so and the position claimed within three (3) calendar days after receiving the written notice of layoff.

14.05 An employee shall have opportunity of recall from a layoff to an available opening in order of seniority, provided he/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/she was laid off shall have the privilege of returning to the position he/she held prior to the layoff should it become available within twelve (12) 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. Benefit coverage will be reinstated effective at the start of the second month following recall to a temporary vacancy.
- 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/her intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payments schedule.

- (b) Notwithstanding] 4.09 a] above, the Hospital will pay the full costs of the insured benefits premiums on behalf of an employee participating in the Hospital-authorized Apprenticeship 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 or work assignments 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 Joint Occupational 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 recommendations to be taken to improve conditions related to safety and health. The Hospital will establish a Hospital wide committee on its current anti-violence policy.
- (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 Choir, 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 Joint Occupational 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 co-operation of its membership in the observation of all safety rules and practices.
- (h) All time spent by a member of the Joint Health & Safety Committee attending meetings of the Committee and carrying out his duties, shall be deemed to **be** work time for which he/she shall be paid by the Hospital at his/her 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 Manager of Human Resources, or his designate. Employees may request and will be considered for requested leaves of absence of up to six (6) months, which may be extended beyond the six (6) months. 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, step-sister, step-brother, 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.

In the event of the death of an employee's aunt, uncle, niece and/or nephew, and upon notification to the Hospital, an employee shall be granted one (1) working day off, without loss of regular pay to attend the funeral.

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

When an employee's scheduled vocation is interrupted due to a bereavement leave under the collective agreement, the employee will be entitled to bereavement leave and the portion of the employee's vacation which is covered by bereavement leave will not be counted against the employee's vocation credits.

An employee may defer one day of his/her bereavement leave entitlement for the purpose of a memorial service for the deceased.

#### 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/she will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, traveling 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/her 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/she 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/she is required to attend during other than his/her regularly scheduled paid hours, he/she shall be paid for all hours actually spent at such hearing at his/her 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, 2000, 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 Employment Insurance Act, 1971, shall be paid a supplemental unemployment leave benefit.

That benefit will be equivalent to the difference between eighty-five percent (85%) 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 17.05 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 the 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 or outside the normal working hours, 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 its portion of the premium payments on behalf of the employees to all health and welfare plans other than a personal unpaid leave of absence. in which case such payments will cease at the end of the fourth 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 employee 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 over the life of the contract 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 filed 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/her 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/her 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 The normal daily hours of work shall be seven and one-half (7.5) hours per day, except those positions currently working less than seven and one-half (7.5) 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. Full-time schedules normally will be posted four (4) weeks in advance and shall cover a four (4) week period. The Hospital will not make any changes in the schedule unless such changes have been discussed with the Chief Steward or the Assistant Chief Steward.

[a) 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.



- (b) A shift will be considered a weekend shift if it falls on any period of forty-eight(48) consecutive hours commencing on Friday night and ending no later than 2400 hours on Sunday. For clarification, a shift will be considered a Friday night shift if the majority of hours fall on the Saturday.
- (c) Unless due to circumstances beyond its control, the Hospital endeavours to provide forty-eight (48) hours notice of its intention to cancel a shift.

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 (7.5) 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 (1.5) 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 *six* dollars (\$6.00) payable on the second shift worked, where the cafeteria is closed and with the prior approval of the Charge Nurse, an employee eligible for a meal voucher under Article 19.11 may request up to *six* dollars (\$6.00) out of petty cash held at the Switchboard.
- 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 (1.5) 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 ninety (90) days of the time it was earned. Notwithstanding this ninety (90) day limitation, up to sixteen (16) hours of banked time may be carried over after this time has expired for time off due to medical issues (eg. Doctor's appointment).

- 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 (1.5) the regular straight time rate. This provision does not apply where the hours worked under this provision are scheduled to accommodate the employee. If an employee works on an unscheduled double shift and is scheduled to work the next day following completion of the double shift, the employee will have the option of choosing to take the next day off at his/her regular straight time hourly rate.
- 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 (1.5) for work performed on the first shift worked subsequent to the scheduled change. This clause does not apply to call-ins.
- 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 (6.5) hours of work of an eight (8) hour or less, or ten and one-half (10.5) 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 (1.5)

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 effective date of ratification, at a rate of two dollars and seventy five cents (\$2.75) 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. Effective July 17, 2009 the rate will be three dollars (\$3.00). A cell phone will be made available to a maintenance employee who is on stand-by,

#### 19.18 Shift Premiums

An employee shall be paid effective on ratification of this contract a shift premium of seventy-five cents (75¢) per hour for all hours worked between 1500 and 0700 where the majority of the employee's scheduled hours fall during this period. Effective July 17, 2009 the shift premium will be ninety cents (90¢) and effective July 17, 2010 the shift premium will be one dollar (1.00). 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 (1.5) his/her 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/her 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 (1.5) 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. If an employee is requested to remain for a part shift after having already worked his/her regular shift (due to no replacement) and is sent home before the end of the part shift, such employee will receive pay for the entire part shift which such employee accepted.

19.21 In lieu of call-back pay, an employee may take equivalent time *off* with pay, at a mutually agreeable time within ninety (90) 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.] Notwithstanding this ninety (90) day limitation, up to sixteen (16) hours of banked time may be carried over after this time has expired for time off due to medical issues (eg. Doctor's appointment).

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	Victoria Day	Thanksgiving Day
Good Friday	Canada Day	Christmas Day
Easter Monday	Civic Holiday	Boxing Day
Labour 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/her 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/her 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 above named holidays will, at the option of the Hospital, who shall take into account in his/her 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 (1.5) times his/her regular straight time rate of pay in addition to his holiday pay; or,
- (b) pay at the rate of time and one-half (1.5) 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 forty-five (45) days before or after the holiday. Such lieu day off is to be selected by the employee and his/her Supervisor by mutual agreement. Failing mutual agreement, the

lieu day will be scheduled by the Supervisor. Any employee who uses a lieu day in advance of the holiday agrees that he/she will pay back the lieu day to Homewood in the event that his/her employment is terminated prior to the actual date of the holiday. The employee further agrees that the Homewood may accomplish this pay back by deducting the monies involved from any wages or vacation pay owed to the employee by the Homewood.

- (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 (1.5) 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/her 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.



## ARTICLE 21 - 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 14 years of continuous service
- 6 weeks vacation with pay after 24 years of continuous service
- 6 weeks vacation with pay after 23 years of continuous service effective 2009
- 6 weeks vacation with pay after 22 years of continuous service effective 2010.

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

Effective July 17, 2006, there will be a one time bonus of one week of paid vacation which is payable to all employees who have attained at least thirty-five (35) years of continuous service as of such date. Further, this one time bonus will also be payable to those employees who attain thirty-five (35) years of continuous employment in any calendar year subsequent to July 17, 2006; such vacation bonus will be paid in the vacation year in which the person achieves thirty-five (35) years of continuous service occurs with the Hospital.

One year of continuous service is the equivalent of 1,500 hours worked for the purpose of the pari time employee vacation entitlement.

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.

An employee must give at least two (2) weeks notice to change their pre-scheduled vacation.

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. The Hospital will endeavour to respond to the employee within seven (7) days of any request by an employee for vacation requests outside the prime time vacation schedule posting.

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 pay 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/her 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 Full time employees will receive their vacation pay on the normal pay day occurring at the time of their actual vacation.

Part-time Employees: Vacation pay for part-time employees will be paid to employees twice (2X) annually; the first vacation pay will be paid the first pay period ending in July and the second will be paid the first pay period ending in December.

21.09 If there is any unused vacation due to any unusual circumstance(s), it shall be paid out at year end.

## 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.

(iv) Commencing January 1, 2009, employees will be reimbursed up to seventy five dollars (\$75.00) every twenty four (24) months for the cost of an eye examination.

(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¢).

Effective July 16, 1998, the above twenty-three cents (23¢) will be increased to twenty-five cents (25¢).

Effective May 25, 2001, the above twenty-five cents (25¢) will be increased to twenty-seven cents (27¢).

Effective October 25, 2002 the above twenty-seven cents (27¢) will be increased to twenty-nine cents (29¢).

Effective July 17, 2003 the above twenty-nine cents (29¢) will be increased to thirty-one cents (31¢).

Effective on ratification 2005 the above thirty-one cents (31¢) will be increased to thirty-two cents (32¢).

Effective July 17, 2006 the above thirty-two cents (32¢) will be increased to thirty-three cents (33¢).

Effective July 17, 2007 the above thirty-three (33¢) will be increased to thirty-four cents (34¢)

Effective July 17, 2008, the above thirty four cents (34¢) will be increased to thirty six cents (36¢) per hour.

- (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

Effective date of ratification, the Hospital will provide seventy-five dollars (\$75.00) to full-time employees and fifty dollars (\$50.00) 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. Effective July 17, 2009 the Hospital will provide ninety dollars (\$90.00) to full-time employees and sixty dollars (\$60.00) 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.

An employee may bank any unused allowance in a year to be used in the following year provided Homewood consents to this and provided the full unused allowance which is banked and the full allowance in the following year is used in that year.

22.04 Semi-private Hospital Insurance and Extended Health Care Benefits will be extended to active full-time employees from the age of sixty five (65) up to the employee's seventieth (70<sup>th</sup>) birthday on the same cost share basis as applied to full-time employees under the age of sixty five (65). At the age of seventy (70), these benefits shall terminate. All other insurance benefits terminate at age sixty five (65) for a full time employee.

22.05 Homewood will establish a separate division of its Extended Health Plan for those full-time employees who retire prior to reaching age sixty five (65) and who are in receipt of the pension benefits under the Homewood Pension Plan.

Benefits for this division will be the same as the benefits under this Plan which are in effect on the date of the employee's retirement provided the retiree pays in advance the full amount of the monthly premium required.

Premiums for this division will be based on the experience rating for this group of retired employees. Benefits provided for this division shall terminate at the date of death for the retiree or at age sixty five (65), whichever occurs earlier.

## 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. The fifty percent (50%) cost paid by the Hospital is applicable only to the part of the booklet which sets out the Collective Agreement (those pages currently printed on white coloured paper).

### 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 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 Manager of Human Resources for approval, which approval will not be denied unreasonably.

### 23.04 Uniforms and Clothing Allowance

The Hospital will supply 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
Security Officers	Three (3) sets for full-time (pants and shirt) Two (2) sets for part-time (pants and shirt) Two (2) blazers for full-time One (1) blazer for part-time One (1) winter jacket
Environmental Services	Three (3) sets for full-time plus Two (2) sets of coveralls
Nutrition Services	As 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.

## 23.07 Resignation

For efficient replacement of staff, employees are requested to submit three (3) weeks notice, or four (4) weeks notice in the case of an RPN, in writing, to their supervisor, of their intent to resign; but, in no case will such notice be less than two (2) weeks. Any employee hired subsequent to ratification hereby authorizes the Hospital to hold back and deduct two (2) weeks wages from any wages owing to the employee on resignation, in the event of a failure by the employee to provide the two (2) weeks notice herein. (An employee hired subsequent to ratification shall also sign an individual authorization to this effect.) The obligation to provide notice herein may be waived by the Hospital in emergency situations but it is agreed that a resignation to seek or commence work elsewhere will not constitute an emergency.

## ARTICLE 24- DURATION

24.01 This Collective Agreement shall remain in force and effect from July 17, 2008, until July 16, 2011, 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, 2008. All employees who have been hired since July 17, 2008, 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, 2008, 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, 2008, 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 6th DAY OF April, 2009.

UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175

HOMEWOOD HEALTH CENTRE

Wendy Absolom  
Art Casselman  
Cathy Arnold  
Rosemary Leal  
Jim Galatianos  
Dao Huynh  
Deb Gaca  
Anne Billings

Betty Wickett  
Rose Schenk  
Paul Morris  
Alan Heme  
Janice Lace  
Keith Sopha  
L. Diane Amos  
Dorothy Schilling  
John Wilson  
Danielle Yantha

**SCHEDULE 'A'**

DEPARTMENT & CLASS TITLE	EFFECTIVE JULY 17, 2008			
	SALARY RANGE Start 6 Mons.	12 Mons.	24 Mons.	
<b>Nursing</b>				
Registered Practical Nurse	23.57	24.08	24.71	25.15
Service Assistant	17.52	18.02	18.56	18.70
Service Clerk	19.01	19.57	20.16	20.64
<b>Pharmacy</b>				
Pharmacy Technician	20.04	20.61	21.19	21.67
<b>Recreation Fitness Centre</b>				
Recreation Assistant	16.96	17.57	18.06	18.64
<b>Activity Therapy</b>				
Program Facilitator	20.90	21.53	22.17	22.84
<b>Materials Management</b>				
Stores/Assistant, Expediter	19.01	19.57	20.16	20.64
Driver/Receiver	19.01	19.57	20.16	20.64
<b>Housekeeping</b>				
Co-ordinator Hkp/Linen <b>Service</b>	20.90	21.53	22.17	22.84
Linen Porter	19.01	19.57	20.16	20.64
Housekeeper	16.96	17.57	18.06	18.64
<b>Fire, Safety &amp; Security</b>				
Fire Safety Officer	20.90	21.53	22.17	22.84
Security Officer	20.04	20.61	21.19	21.67
<b>Environmental Services</b>				
Lead Hand Trades	26.13	26.93	27.76	28.59
Electrician, HVAC,	23.55	24.23	24.97	25.72
Carpenters, Plumbers	23.55	24.23	24.97	25.72
Maintenance Mechanic	20.90	21.53	22.17	22.84
Painter	20.90	21.53	22.17	22.84
Maintenance Assistant	19.01	19.57	20.16	20.64
Environmental Assistant	18.29	18.79	19.33	19.47
<b>Grounds &amp; Gardens</b>				
Lead Hand Groundskeeper	20.90	21.53	22.17	22.84
Horticulturalist	20.04	20.61	21.19	21.67
Seasonal Worker	10.76		11.06	11.38
<b>Nutrition Services</b>				

Cook/Ingredient Control	20.90	21.53	22.17	22.84
Catering Assistant	20.90	21.53	22.17	22.84
Cleaner/Receiver	19.01	19.57	20.16	20.64
Cleaner/Porter	16.96	17.57	18.06	18.64
Nutrition Aide	16.96	17.57	18.06	18.64
Student during Vacation Periods	10.76		11.06	11.38

#### SCHEDULE 'A'

DEPARTMENT & CLASS TITLE	SALARY RANGE EFFECTIVE JULY 17, 2009			
	Start	6 Mons.	12 Mans.	24 Mans.
<b>Nursing</b>				
Registered Practical Nurse	24.22	24.74	25.39	25.84
Service Assistant	18.00	18.52	19.07	19.21
Service Clerk	19.53	20.11	20.71	21.21
<b>Pharmacy</b>				
Pharmacy Technician	21.10	21.69	22.29	22.78
<b>Recreation Fitness Centre</b>				
Recreation Assistant	17.43	18.05	18.56	19.15
<b>Activity Therapy</b>				
Program Facilitator	21.47	22.12	22.78	23.47
<b>Materials Management</b>				
Stores/Assistant, Expediter	19.53	20.11	20.71	21.21
Driver/Receiver	19.53	20.11	20.71	21.21
<b>Housekeeping</b>				
Co-ordinator/Hkp/Linen Service	21.47	22.12	22.78	23.47
Linen Porter	19.53	20.11	20.71	21.21
Housekeeper	17.43	18.05	18.56	19.15
<b>Fire, Safety &amp; Security</b>				
Fire Safety Officer	21.47	22.12	22.78	23.47
Security Officer	21.10	21.69	22.29	22.78
<b>Environmental Services</b>				
Lead Hand Trades	26.85	27.67	28.52	29.38
Electrician, HVAC,	24.20	24.90	25.66	26.43

Carpenters, Plumbers	24.20	24.90	25.66	26.43
Maintenance Mechanic	21.47	22.12	22.78	23.47
Painter	21.47	22.12	22.78	23.47
Maintenance Assistant	19.53	20.11	20.71	21.21
Environmental Assistant	18.79	19.31	19.86	20.01
Grounds & Gardens				
Lead Hand Groundskeeper	21.47	22.12	22.78	23.47
Horticulturalist	21.10	21.69	22.29	22.78
Seasonal Worker	11.06		11.36	11.69
Nutrition Services				
Cook/Ingredient Control	21.47	22.12	22.78	23.47
Catering Assistant	21.47	22.12	22.78	23.47
Cleaner/Receiver	19.53	20.11	20.71	21.21
Cleaner/Porter	17.43	18.05	18.56	19.15
Nutrition Aide	17.43	18.05	18.56	19.15
Student during Vacation Periods	11.06		11.36	11.69

#### SCHEDULE 'A'

DEPARTMENT & CLASS TITLE	SALARY RANGE EFFECTIVE JULY 17, 2010			
	Start	6 Mons.	12 Mons.	24 Mons.
Nursing				
Registered Practical Nurse	24.95	25.48	26.15	26.62
Service Assistant	18.54	19.08	19.64	19.79
Service Clerk	20.12	20.71	21.33	21.85
Pharmacy				
Pharmacy Technician	22.11	22.78	23.47	24.17
Recreation Fitness Centre				
Recreation Assistant	17.95	18.59	19.12	19.72
Activity Therapy				
Program Facilitator	22.11	22.78	23.47	24.17
Materials Management				
Stores/Assistant, Expediter	20.12	20.71	21.33	21.85
Driver/Receiver	20.12	20.71	21.33	21.85

Housekeeping				
Co-ordinator/Hkp/Linen Service	22.11	22.78	23.47	24.17
Linen Porter	20.12	20.71	21.33	21.85
Housekeeper	17.95	18.59	19.12	19.72
Fire, Safety & Security				
Fire Safety Officer	22.11	22.78	23.47	24.17
Security Officer	22.11	22.78	23.47	24.17
Environmental Services				
Lead Hand Trades	27.66	28.50	29.38	30.26
Electrician. HVAC,	24.93	25.65	26.43	27.22
Carpenters, Plumbers	24.93	25.65	26.43	27.22
Maintenance Mechanic	22.11	22.78	23.47	24.17
Painter	22.11	22.78	23.47	24.17
Maintenance Assistant	20.12	20.71	21.33	21.85
Environmental Assistant	19.35	19.89	20.46	20.61
Grounds & Gardens				
Lead Hand Groundskeeper	22.11	22.78	23.47	24.17
Horticulturalist	22.11	22.78	23.47	24.17
Seasonal Worker	11.39		11.70	12.04
Nutrition Services				
Cook/Ingredient Control	22.11	22.78	23.47	24.17
Catering Assistant	22.11	22.78	23.47	24.17
Cleaner/Receiver	20.12	20.71	21.33	21.85
Cleaner/Porter	17.95	18.59	19.12	19.72
Nutrition Aide	17.95	18.59	19.12	19.72
Student-during Vacation Periods	11.39		11.70	12.04

LETTERS OF UNDERSTANDING  
#I - #XXII

Between: Homewood Health Centre  
and: United Food and Commercial Workers Canada, Local  
175

I 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.

ii 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.

1. (a) Extended tours shall be introduced into any unit when
  1. sixty percent (60%) of the ballots cast in the unit so indicate by secret ballot and
  2. the Hospital agrees to implement the extended tours;



such agreements shall not be withheld in a reasonable 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 evaluation 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 60%, then the schedule is implemented. This implementation will take place 60 days from the vote unless the staff affected vote unanimously to implement earlier. Posting notice of vote will be thirty (30) days in advance. An employee may elect to vote by return ballot [signed] fourteen (14) days prior to the scheduled vote.
- (c) Extended tours may be discontinued in any unit when;
- (i) sixty percent (60%) of the ballots cast 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 nor 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.

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 (3:00 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:

2 week entitlement	=	75.0 hours
3 week entitlement	=	112.5 hours
4 week entitlement	=	150.0 hours
5 week entitlement	=	187.5 hours
6 week entitlement	=	225.0 hours

#### 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) Employees shall receive time and one-half (1.5) 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.

## III 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.

- (d) A full time position will not **be** subject to a **job** share for the nine (9) month period following the filling of a job posting vacancy for such position.
2. Details of oil 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, thus, 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; notice will be provided.

7. (a) Should a job sharing arrangement be discontinued by the department/ division or should the original full-time incumbent be terminated from employment for any reason, the position will automatically revert to full-time status. The original full-time incumbent will be returned to the position if such incumbent has not been terminated. The remaining job share partner will have the rights provided under Article 14.04 (B) of 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. Over-time 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.

This guideline is for the purpose of determining whether the job share position may be the subject of displacement rights under Article 14 - Layoff & Recall.

(Clarification Note: Therefore, the full-time incumbent job sharer cannot be bumped by a part-time employee)

#### IV RE: ATTENDANCE PROGRAM

The Hospital expects regular attendance at work. Accordingly, it has Implemented an Attendance Management Program. The Union and its members will cooperate with this Program. Short notice vacation requests that have been granted shall not be counted in Me Attendance Management Program.

#### V RE: STUDENTS

1. The parties agree that the student rate as set out in the Collective Agreement at Appendix A will only be paid to employees:
  - (a) enrolled and registered as students in a recognized program at a recognized institution; and

- (b) during such employee's vocation period
2. The parties agree that vacation period as used herein covers the following vacation periods for a Student's institution:
    - [a] Christmas vacation
    - (b) Summer vacation
    - (c) Spring break
  3. The parties agree that all employees will be paid the applicable rate under the Collective Agreement for all hours worked outside the vacation period as defined above; i.e., the student rate only applies in the circumstances outlined in paragraphs #1 and #2 above. Student employees working throughout the year will be given the opportunity to elect whether they want to continue their regular hours at the part-time rate or revert status to student status by electing increased hours.
  4. Students will be used to fill in absences of full-time employees during vacation periods or for temporary project work. Part-time employees will have priority over students for call-ins during vacation periods. Regularly scheduled part-time hours will not be reduced during vacation periods as a result of the use of students.

#### VI RE: SCHEDULING NUTRITION SERVICES

The parties agree to the following terms for scheduling practices within the Nutrition Services Department recognizing the unique needs of that department.

1. The parties agree that existing master rotations have been designed based on client needs. Schedules are offered to the most senior part-time employees in rank order, who then may choose a line on the schedule even though the line may not necessarily provide twenty-four (24) hours per week.



2. The normal hours of work for part-time are not 7.5 hours. Shorter pre-existing shifts (ie, 4:00-6:30, 4:30-6:30) are a result of greater staffing needs during peak meal times and may consist of shifts of no fewer than two (2) hours.
3. Although the term late shift and early shift are used in the scheduling practices in Nutrition Services, these terms are not to imply a rotation of shifts as outlined in Article 19.13.

## VII RE: CALL-INS

The parties agree to the following, specifically, for the purpose of calling in part-time staff, including Job Share, in the bargaining unit to additional shifts:

1. For the purpose of this letter, additional shifts are defined as only those shifts which become available to bargaining unit employees after schedules are posted.
2. If additional shifts are offered to part-time employees, they will be offered initially by seniority, qualifications and availability within the unit until each such part-time employee in the unit has reached twenty-four (24) hours in a week (Thursday to Wednesday). It is understood that there may be circumstances where additional shifts will be offered to part-time employees on a different unit. These circumstances may include: lack of availability, emergency situations, or premium situations.
3. Part-time employees working a shift of seven point five (7.5) hours plus one-half ( $\frac{1}{2}$ ) hour lunch period and an employee working eleven point five (11.5) hours plus one-half (?) hour lunch period will be considered respectively as an eight (8) or twelve (12) hour shift for the purposes of total hours under this letter.
4. It is the expectation of Homewood that part time employees will make themselves available for call ins. Part-time employees will

only be considered for additional shifts if they indicate they are available, in writing, to their supervisors.

5. (a) An additional shift will be deemed to be offered whenever a call is made.
  - (b) When the part-time employee has reached twenty-four (24) hours in a week, then the shift(s) will be offered to the next junior employee not yet at twenty-four (24) hours in such week.
  - (c) The Employer reserves the right not to follow this procedure in emergency situations.
6. (a) Job shares as part-time employees could be eligible for additional hours up to forty-eight (48) hours of work scheduled in a bi-weekly pay period (Thursday to Wednesday) recognizing the normal hours of work for a job share position is the equivalent of one-half (1/2) full-time hours (thirty-seven point five (37.5) hours worked, forty (40) hours scheduled] within a bi-weekly pay period.
  - (b) Part-time employees, including job shares, will not receive more than twenty-four (24) hours weekly, until junior employees have had the opportunity to receive twenty-four (24) hours, notwithstanding the job share language.
7. It is understood that any employee who would be placed in a premium situation may be passed over in the call-in process as described in # 1 - 6 above.

VIII RE: ARTICLE 12 PROBATIONARY EMPLOYEES(12.01 (A) AND ARTICLE 13 - SENIORITY

The parties agree that in the event two or more employees are hired on the same date, they shall be listed in the following manner on the seniority list:

1. Upon completion of an employee's probationary period, their name will be placed on the seniority list with their last date of hire.
2. If two (2) or more employees complete their probationary period on the Same day, the employees plus a Union Steward and a member of Management will place the names of the affected employees [completed probation on the same day) into a container and the employees will draw a name out of the container. The first name drawn out of the container will be the first name listed on the seniority list. The names would be listed on the seniority list in order of the draw with the same seniority date.

IX RE: TIME LIMITS

In view of recent changes to the Ontario Labour Relations Act, and resulting decisions therefrom, and in view of the parties history of amicable Labour Relations. the parties agree to the following:

That neither party shall raise or proceed with a timeliness Issue argument regarding filing for Arbitration without first giving the other party prior written notice of its intent to do so.

Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting filing for Arbitration shall then be triggered.

X RE: WEEKEND WORKER

The parties commit to meet in order to endeavour to develop a unit weekend schedule in order to meet the Hospital's need for weekend staff. Any such meeting is without prejudice to the parties' rights under the Collective Agreement.

If the Hospital and the Union agree to a unit weekend schedule, the details of such position and schedule, including the introduction and discontinuation of that schedule and the manner in which the

position(s) are filled. shall be determined by Letter of Understanding, subject to a ratification vote by the members.

XI RE: THE RPN GRADUATE - THE PARTIES AGREE TO THE FOLLOWING:

1. The RPN graduate nurse will be paid at a rate jointly agreed upon by the Union and the Hospital, set out in (Schedule A ) of the Collective Agreement.
2. The graduate will be expected to practice in the role of an unregulated health care provider at the service assistant salary. His/her practice shall be limited and will exclude duties from among the three (3) controlled acts designated to nursing as stated in the Regulated Health Professions Act. The lines of accountability must be made clear to co-workers, patients and their families.
3. A Registered Nurse (RN) must be at work and available to guide and advise the graduate in collaborative practice. Collaborative practices shall be defined as a process which involves the graduate and the RN working together in each other's presence as necessary.
4. The graduate is expected to have written and passed the registration exam and provide proof of registration as soon as possible. The graduate shall be expected to become fully registered and a time frame for meeting this expectation shall be determined at the time of hire. Failure to obtain full registration with the College of Nurses (CNO) within this time frame will result in termination of the graduate.
5. (a) Once the hospital receives a copy of the registration, the graduate may assume the full responsibilities of the Registered Practical Nurse (RPN). A Personnel Action Form (PAF) will be initiated by the immediate supervisor and the salary will be increased to reflect the Union Collective

Agreement under the RPN classification retroactive to the date of registration with the CNO.

- (b) All hours accumulated will be subject to the probationary provisions of the Collective Agreement Article 12.
6. A graduate with temporary registration extended to the setting at the Homewood Health Centre will be allowed to work as an RPN with some restrictions. If the graduate fails to obtain a general certificate of registration prior to the expiry of the temporary certificate, the graduate will be deemed not qualified for the position of RPN and will be terminated from the employ of the Hospital.
7. Wages for Practical Nurse Graduate as of October 25, 2002.

Service Assistant

	Obtainment of				
	Start	Full Registration	6 Mnths	12 Mnths	24 Mnths
July 17/08	17.52	<b>23.57</b>	24.08	24.71	25.15
July 17/09	18.00	<b>24.22</b>	24.74	25.39	<b>25.84</b>
July 17/10	18.54	24.95	25.48	26.15	<b>26.62</b>

XII RE: FULL-TIME LINES HAMILTON 2 AND 3

The parties agree as follows:

1. Community Division [Hamilton 2 and 3] has created two (2) full-time lines from vacant available hours.
2. Based on the current schedule, it is agreed that Articles 19.13 and 19.22 do not apply to the employees in these lines.
3. All other provisions of the Collective Agreement apply.

4. This letter is without prejudice or precedent to any schedules other than the new full-time line on Hamilton 2 and 3.

XIII RE: DELETION OF ARTICLE 13.02 (F)

In consideration of the deletion of Article 13.02 (f) of the Collective Agreement expiring July 16, 2002, the Union acknowledges the right of the Hospital to terminate an employee for excessive absenteeism subject to the right of any employee to file a grievance under the Collective Agreement disputing any such action.

XIV RE: NEW PART-TIME WORK SCHEDULES

The Hospital will endeavour to provide part-time work schedules at least four (4) weeks in advance of the schedule. This does not apply to the scheduling of additional hours.

XV RE: PAY EQUITY

The Employer agrees to review the Pay Equity Plan with the Union not less than once during the term of the Collective Agreement.

XVI RE: PHYSIOTHERAPY/CHIROPRACTIC

Effective July 17, 2006, the existing benefit coverage for physiotherapy/chiropractic will be amended to a combined annual maximum of five hundred dollars (\$500.00) for these services.

XVII RE: VISION CARE

Effective September 14, 2005, date of ratification of this contract, the vision care plan will be amended so that the maximum amount available is two hundred dollars (\$200.00) per twenty-four (24) month period.

XVIII RE: ARTICLE 7.03 (c)

Homewood will endeavour to schedule meetings occurring under this provision during the Stewards normal hours of work. If Homewood requires the Steward to attend such meeting outside his/her normal hours of work Homewood either will adjust the Stewards hours of work so that he/she has equivalent time off work based on the duration of the meeting or will pay the Steward at his/her straight time hourly rate for the duration of the meeting, at the option of Homewood. Any equivalent time off will be on a date mutually acceptable to the Steward and Homewood.

XVIX RE: FOUR HOUR SHIFTS FOR RPN'S

Four hour shifts, where deemed appropriate by Homewood, will be reintroduced to the posted shift schedule for RPN's in the Addiction Division (HADS).

XX RE: INTRODUCTION OF PERSONAL SUPPORT WORKER (PSW) CLASSIFICATION

In the event Homewood introduced the PSW classification into any program other than the Older Adult Program, as is currently being contemplated, the Hospital will meet with the Union, who may identify and make recommendations for consideration by Homewood that may prevent or minimize the dislocation of employees. Such meeting is without prejudice to Homewood's management rights and the Union's right to file a grievance under the collective agreement.

Any Service Assistant whose duties may be affected by the introduction of the PSW classification or any RPN who is displaced as a result of this introduction will be offered the opportunity of training to allow them, if successful, to post into the PSW classification.

XXI RE ACCOMMODATION

Both the Hospital and the Union recognize their respective duties to accommodate employees who are disabled in accordance with the provisions of Ontario Human Rights Code. Accommodations made under the Code will be discussed with the Union as well as the employee affected.

XXII RE: ON CALL FOR GARDEN & GROUNDS

The Homewood will endeavour to provide fourteen (14) days notice to the employee affected of any period of being placed on call; it is understood that should Homewood provide less than fourteen (14) days notice, the on call period will be considered voluntary, not mandatory.

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

THIS 6<sup>th</sup> DAY OF APRIL 2009.

UNITED FOOD AND COMMERCIAL  
WORKERS CANADA, LOCAL 175

Wendy Absolom  
Art Casselman  
Cathy Arnold  
Rosemary Leal  
Jim Galatlanos  
Dao Huynh  
Deb Gaca  
Anne Billings

HOMEWOOD HEALTH CENTRE

Betty Wickett  
Rose Schenk  
Paul Morris  
Alan Herne  
Janice Lace  
Keith Sopha  
L. Diane Amos  
Dorothy Schilling  
John Wilson  
Danielle Yantha



March 9, 2009

LETTER OF AGREEMENT  
PERSONAL SUPPORT WORKER

As the Employer did establish a new classification of Personal Support Worker and posted job postings on January 6, 2009, as per Article 18.02, the parties met to discuss the rate of pay established by the Employer and the matter was resolved at Step 3 on March 9, 2009, as follows:

Effective July 17, 2008

	Start	6 Months	12 Months	24 Months
Personal Support Worker	18.25	18.74	19.31	19.86
Effective July 17, 2009	18.75	19.27	19.84	20.41
Effective July 17, 2010	19.31	19.85	20.44	21.02

the parties have agreed to include this Letter of Agreement in the current Collective Agreement for clarification purposes. pur

  
Betty Wickett

For The Union

For The Hospital

Wendy Absalom

