

# **COLLECTIVE AGREEMENT**

- between -

**HOTEL DIEU GRACE HEALTHCARE**  
**Security Guards**

- and -



**UNIFOR**  
theUnion | lesyndicat

**AND IT'S LOCAL 2458**

**April 1<sup>st</sup>, 2022 – to – March 31<sup>st</sup>, 2024**

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## ARTICLE 1 – GENERAL PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and its employees within the bargaining unit.

1:02 **No Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives, with respect to any employee by reason of age, marital status, sex, race, creed, colour, national origin, political or religious affiliation, disability, sexual orientation or any factor not pertinent to the employment relationship, save and except those limitations as set out in the legislation of the province of Ontario.

Where the term “*spouse*” or “*partner*” is used in this agreement, it shall also mean same-sex spouse or partner, including but not limited to pension and benefits.

**Workplace Harassment**

The Employer and the Union are committed to providing a harassment free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.”

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interference with normal social relations.

Any employee who believes they have been harassed contrary to this provision may file a grievance in accordance with the provisions contained in this agreement.

Any such employee may also utilize the hospital’s policy on harassment or pursue the matter through the Ontario Human Rights Commission.

If any employee or the union makes a complaint under the Hospital’s Protection of Human Rights in the Workplace policy and files a grievance, the subject matter of the complaint will not be referred to arbitration until the mediation process has been completed or ninety (90) calendar days have elapsed from the time of the filing of the complaint, whichever first occurs.

The Hospital agrees that a representative of the Union will be invited to be an active participant in any complaint under the Hospital’s Protection of Human Rights in the Workplace policy if a member of the Union is a complainant or respondent.

## ARTICLE 2 – RECOGNITION

2:01 (a) The Employer recognizes the Union as the sole bargaining agent for all employees of Hotel Dieu Grace Healthcare, Windsor, in the classifications of security guard, save and except, Supervisors, persons above the rank of Supervisors and persons for whom any trade union holds bargaining rights.

(b) All probationary employees and all employees in a supervisory or confidential position are excluded from this agreement. All other employees are eligible for membership in the Union and are subject to the terms of the Collective Agreement.

2:02 The Employer undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which will conflict with the provisions of this Agreement.

2:03 For the purpose of this agreement:

(a) "full-time employee" means an employee employed in the bargaining unit described in 2.01 who is scheduled forty (40) hours per week;

(b) "part-time employee" means a part-time employee employed in the bargaining unit described in 2.01 who is scheduled less than forty (40) hours per week.

2:04 Employees of the Hospital in supervisor positions are understood to the Uniformed Supervisors and shall perform some of the regular duties of the unionized position, however, it is understood that in addition to their "patrol" duties, they shall have supervisory functions which includes supervisory authority over the security guards.

### **ARTICLE 3 - MANAGEMENT FUNCTION**

3:01 The Union acknowledges the exclusive function of the Employer to operate and manage the Hospital in accordance with its obligations and subject to the terms and conditions of the Agreement:

(a) To direct the working force, including the right to hire, suspend, transfer, promote, demote, discharge, or discipline for just cause, and to maintain discipline and efficiency among its employees, subject always to the grievance procedures herein set forth.

(b) To make and enforce reasonable rules and regulations to maintain discipline, safety and efficiency, provided the same are not inconsistent with the provisions of this Agreement.

(c) To eliminate or discontinue any job in whole or in part and/or to hire independent persons, firms or agencies subject to the provisions set forth in Article 29:01.

### **ARTICLE 4 - UNION SECURITY**

4:01 The employer agrees that it will obtain the signatures of all new employees on the Unifor membership card.

#### **Union Dues**

The Hospital shall deduct an amount equivalent to regular monthly Union dues for the term of this Agreement according to the following conditions:

- (a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
- (b) Present employees who are members of the Union and new employees who subsequently become members of the Union shall maintain such membership in good standing as a condition of their continued employment with the Employer.
- (c) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- (d) Union dues will be deducted from the employee's pay each pay period and the same shall be remitted by the Hospital to the Secretary-Treasurer of the Union not later than the 20th day of the following month.
- (e) Regular monthly Union dues referred to in this Article, shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Hospital in writing by the Union.
- (f) The Employer agrees to include on the employee's T4 slip the annual amount of Union dues deducted from the employee's pay by the Employer and remitted to the Union.
- (g) The Union shall indemnify and save the Hospital harmless with respect to all union dues so deducted and remitted.

Employee Lists

- (h) The Hospital agrees when forwarding Union dues to submit a list indicating the names of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, rate of pay and dates of hire of those employees hired in the preceding month.
- (i) The Hospital will provide a list of employees and their addresses once each year March 31<sup>st</sup> to the Union.

4:02 The record referred to in Subsection 4:01 above, shall include the names of employees from whose pay deductions were not made because of absence for injury or illness or because employment has been terminated.

4:03 The Employer shall permit the Chairperson or designate of the Bargaining Unit a meeting with all new employee(s) during Orientation as scheduled by the Employer. Such meeting will be to introduce the new employee to the Bargaining Unit and to explain the Collective Agreement and any other matter of interest. The Employer may have a representative present at the aforementioned meeting if so desired.

4:04 During the term of this agreement the Employer agrees to furnish the Union Office and the Chairperson monthly with a written list of all new full and part-time Union members

hired during the preceding month. Such list shall include the date of hire, the department and classification in which the employees are working.

4:05 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Employer by any of its members or representatives, and that there will be no solicitation for collection of dues or other Union activity on the premises of the Employer during an employee's working hours which will interfere with or impair efficiency, save and except an interview with an employee as provided for in Paragraph 4:03 hereof.

4:06 The employer agrees to provide the union with the names, addresses and telephone numbers of all employees in the bargaining unit within ninety (90) days following ratification of the collective agreement, thereafter the employer agrees to forward any changes to said list on a quarterly basis at the time of forwarding of the union dues.

## **ARTICLE 5 – PROBATION**

5:01 (a) New full-time employees shall be considered probationary employees until they have completed four hundred and fifty (450) hours worked.

(b) New part-time employees' probationary period shall be the completion of four hundred and fifty (450) hours worked.

5:02 During the probationary period, the Employer will assess the performance, abilities, and suitabilities of the newly hired employee. When the Employer has concerns regarding the performance, abilities, or suitabilities (which includes availability) of the employee, those will be shared with the employee.

Where the Employer concludes that the newly hired employee cannot demonstrate the required performance or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal. In addition, culpable behaviour during the probationary period will constitute just cause for dismissal.

## **ARTICLE 6 - SENIORITY**

6:01 (a) Upon satisfactory completion of the probationary period, an employee will then acquire seniority subject to the terms of this Agreement, accruing from the last date of hire into the bargaining unit.

(b) For full-time and part-time employees, seniority shall accrue on the basis of last date of hire into the bargaining unit.

### **6:02 Transfer of Service and Seniority**

For application of service for purposes of vacation pay and wage progression:

(a) In the event that a full-time employee becomes a part-time employee, such employee shall "carry with them", all accumulated seniority to the date of becoming a part-time employee. In calculating accumulated seniority after becoming a part-time employee, one (1) years' service shall equal 1,664 hours worked.

- (b) In the event that a part-time employee becomes a full-time employee, such employee shall "carry with them" all accumulated seniority to the date of becoming a full-time employee. In calculating seniority after becoming a full-time employee, such calculation shall be on the basis of one (1) year's employment equals one (1) years seniority.

Part-time employees transferring to full-time must meet the enrolment requirement of the benefit plans before being enrolled in such plan.

- 6:03 The Employer shall maintain a single integrated seniority list showing the employee's name, classification, date of hire, seniority date.
- 6:04 For the purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation choice seniority shall be determined by date of hire. For employees hired after June 22, 2022, should two (2) employees have the same date of hire, seniority shall then be determined by date of birth; the birthdate earliest in the year shall be considered the higher seniority.
- 6:05 The words "continuous service" or "continuous employment" where used in Article 6 of this Agreement, shall mean unbroken employment and seniority and shall include:
  - (a) Vacations and holidays;
  - (b) Scheduled days off;
  - (c) Approved leave of absence;
  - (d) Suspensions;
  - (e) Absence because of illness or injuries;
  - (f) While laid off for a period not exceeding thirty-six (36) months;
  - (g) A leave of absence due to pregnancy, adoption and parental leave;
  - (h) Absence because of illness or injury compensable under Workplace Safety and Insurance Act.
- 6:06 It is acknowledged and agreed that during the above time periods, seniority will accrue for the purpose of determining seniority for layoff and recall, job posting, choice of vacation period and for determining the qualifying period for vacation entitlement but during these time periods there will be no accrual of vacation pay.
- 6:07 Subject to the provisions of this Collective Agreement, the seniority of an employee will be cancelled and his employment terminated for any of the following reasons:
  - (a) if the employee quits or retires;
  - (b) if the employee is discharged for just cause and not reinstated pursuant to the provisions of the grievance procedure herein defined;

- (c) if the employee is laid off for more than thirty (30) months;
- (d) if the employee fails to report for work upon termination of leave of absence, vacation, suspension, or specified recall date without justifiable reason.

## ARTICLE 7 - JOB POSTING

- 7:01 The employer shall post all vacancies and new jobs created on bulletin boards where all employees may see them, and they shall be posted for five (5) consecutive calendar days excluding Saturday, Sunday and holidays. Employees eligible for consideration shall be limited to those employees who have applied in writing for the posted opening within the posting period.
- (a) Transfer File: The Hospital will establish and maintain an employee transfer file for persons on vacation, off sick due to illness or injury or persons on an approved leave of absence. Whenever permanent job postings occur, the Hospital shall consider said employees provided that they have completed (and submitted) a transfer request form indicating their interest in transferring from their present job classification.
  - (b) The request for transfer will indicate: the employee's name, qualifications, experience, present area of assignment, seniority and requested area(s) of assignment and requested shifts. A request for transfer shall become active as of the date and time it is received by the Hospital and shall remain active only until the employee returns to work.
  - (c) The requests for transfer will be considered as applications for permanent posted vacancies. Employees will also be eligible for consideration when such employees have applied, in writing, for the posted opening within the posting period.
- 7:02 Employees shall be selected for positions under Article 7:01 above on the basis of seniority provided they have the qualifications and ability required to perform the job. Failing this, the Hospital shall take such steps as may be required to fill the opening.
- 7:03 Each Notice of Opening shall contain a description of the requirements for the posted position for the purpose of ensuring that applicant(s) have an understanding of where and what the opening represents. The following items will appear on all job postings:
- Normal Assignment, Classification, Department, Qualifications, Rate of Pay, Shift (days, afternoons and midnights)
- 7:04 At the request of an employee, the Employer agrees to give an unsuccessful applicant for a new job or vacancy its reasons for such employee failing to qualify for such job or vacancy. Such reasons shall be given to an employee in the presence of the Chairperson of the Union if the employee so requests.
- 7:05 (a) Employees transferred on this basis will be placed on a trial period for fifteen (15) working days, and if the employee transferred or promoted has then proved to be suitable, all seniority privileges shall transfer with him or her. If such employee reverts to his or her previous classification as a result of being unable to fulfill the



new duties, then he or she shall maintain all rights and privileges which have accrued to him or her in the previous classification. If an employee returns to his last position either by choice or is found unsuitable within the fifteen (15) working day trial period, the position will be filled from the other applicants on the posting in accordance with Article 7:02 unless there are no other applicants or no other applicants who still want the job, in which case the job will be posted again for three (3) consecutive days.

- (b) If an employee is the successful applicant for a term certain position outside of his/her classification, the employee has a five (5) working day trial period to determine if he/she wants to remain in the term certain position. The Employer also has five (5) working days to determine if the employee is suitable for the term certain position. If the employee remains in the term certain beyond the ten (10) day trial period, then such employee must remain in the time certain position for the full duration of the term position.

7:06 The Hospital may fill any opening on an interim basis until the posting procedure and selection process is completed and arrangements have been made to place the successful applicant in the job. The Hospital agrees that the successful applicant will be transferred to their new position no later than six (6) weeks from the date of accepting such position.

7:07 (a) A successful job bid will be defined as any offer for a posted full time or part time vacancy which has been accepted by an employee either verbally or in writing. The employee has a maximum of twenty-four (24) hours to make their decision. If the employee decides to decline the position prior to actually transferring to the new position then this shall serve as one (1) successful job bid. Employees who are awarded "Term Certain" positions (as defined by Article 18:02) will not have such appointment(s) counted as successful job bids. Said employees will be required to remain in such positions (subject to the provisions of Article 7:06) for the full term of such vacancy before being eligible to bid or transfer to another position. However, such obligation would be waived if a permanent full time or part time vacancy arose.

(b) An employee shall be allowed only two (2) successful job bids in any calendar year. However, the application of this language shall not restrict a part time employee from successfully bidding to a full time regular position.

(c) An employee who is offered and accepts a temporary vacancy pursuant to Article 7 must complete said vacancy prior to being considered for a new temporary vacancy.

7:08 If a position is not being replaced or if there is to be a delay in filling it, the Hospital will notify the Chairperson.

7:09 The Employer agrees that copies of Job Descriptions will be made available to the Union on request.

7:10 The Employer agrees to give the Chairperson a copy of the job postings.

7:11 Transfer to Positions Outside of the Bargaining Unit

An employee who is transferred to a position outside the bargaining unit for a period of up to twelve (12) months, or such longer period of time as may be agreed by the Local Union and the Hospital, shall retain but not accumulate seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit. This clause will only apply to other unionized positions within the hospital and shall not apply to non-union or management positions.

**ARTICLE 8 - LEAVE OF ABSENCE**

8:01 Personal Leave

- (a) The Hospital may grant a leave of absence without pay to employees for legitimate personal reasons satisfactory to the Hospital.
- (b) Applications for such leaves shall be in writing to the Hospital and will be considered and approved by the Hospital as far in advance as possible, but in any event at least four (4) weeks prior to the commencement of the leave, unless the circumstances are such that it is impossible to give advance notice.
- (c) The written application must clearly state the reason for the leave of absence and the expected duration of such absence.
- (d) During the period of absence, the employee shall not engage in gainful employment for any other person, firm or Corporation.

8:02 Employees who are absent resulting from such leave of absence shall not be considered to be laid off, and their seniority (but not their accrual of vacation pay or sick leave entitlement or other benefits except as stated in Article 23 of this Agreement) shall continue to accumulate during such absence.

8:03 Where a part-time employee is granted a leave of more than two (2) weeks, they shall be credited for seniority purposes only with hours equivalent to the average number of hours per week that they worked in the six (6) months immediately preceding the leave.

8:04 Pregnancy Leave

- (a) Leave of absence without pay or other benefit except as otherwise provided in this Agreement, will be granted due to pregnancy pursuant to the provisions of Part XI of The Employment Standards Act and during such leave of absence, seniority shall accrue for the period and for the purposes set out in Article 6 hereof. Seniority for all other purposes shall be maintained as at the date of commencement of the leave of absence. To be eligible for leave of absence due to pregnancy, an employee must have been in the continuous service of the Employer for not less than thirteen (13) weeks prior to the commencement of the leave of absence. When the leave of absence has expired, the employee shall be entitled to resume her former job at the same rate of pay and with the same

benefits previously enjoyed. Employee benefits will continue to be paid for by the Employer during the pregnancy leave.

- (b) The Employer shall not unreasonably deny an employee the right to continue employment during the period of pregnancy provided the concerned employee can carry out the full duties of her job, and verification is provided by a medical certificate certifying to such effect.

8:05 Adoption Leave

Adoption leave of absence without pay or other benefits will be granted to permit an employee to adopt a child pursuant to the provisions of Part XI of The Employment Standards Act and during such leave of absence, seniority shall accrue for the period and for the purposes set out in Article 6 hereof, provided that such employee has been in the continuous service of the Hospital for not less than thirteen (13) weeks prior to the commencement of the leave of absence. Requests for adoption leave must be made by the employee to the Hospital in writing, giving to the Hospital as much notice as is possible, depending upon the circumstances. Upon completion of an adoption leave, the employee's right to re-employment shall be identical to that set out for Pregnancy Leave in Article 8:06 hereof.

8:06 Parental Leave

The Employer will comply with the Parental Leave provisions of The Employment Standards Act (2000) as amended from time to time.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave begun, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

8:07 Supplemental Unemployment Benefit (SUB) Plan

Effective April 1<sup>st</sup>, 1991 on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act (1971), shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) 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.

Where an employee elects to receive parent pregnancy leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any supplemental unemployment benefit payable by the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

The employee does not have any vested right except to receive payments for the covered unemployment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

8:08 Leave of Absence for Union Duties

(a) Union business shall be considered good cause for leave of absence for an employee elected or selected to attend conventions, seminars, educational classes or local Union meeting and such requests shall not be unreasonably denied. The Union agrees that every reasonable effort will be made to request leaves of absence for the purposes identified herein for only one (1) employee in one (1) department at any one time. However, should it be necessary to request a leave of absence for more than one (1) employee in one (1) department at one time, such requests will be considered and may be granted at the discretion of the Employer. The Union shall whenever possible send a written request to the Labour Relations Manager at least two (2) weeks prior to the commencement of the leave.

(b) For an unpaid Leave of Absence for Union business, the Hospital will pay the employee's wages, benefits, etc. and invoice the Union for the same.

(c) Union Leave

Upon application by the Union in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of the appointment unless extended a further specific period by agreement of the parties. Seniority shall accumulate during such leave. It will become the responsibility of the employee for full payment, one month in advance of any applicable benefits in which the employee is eligible to participate and does participate in during such leave of absence. It is agreed that for the purpose of Workplace Safety and Insurance Act coverage, such employees are deemed to be employed by the Union.

**ARTICLE 9 - BEREAVEMENT LEAVE**

9:01 (a) In the event of the death of a member of an employee's immediate family, namely, parent, spouse and child, the Employer, at the request of the employee, will arrange leave of absence without loss of pay up to a maximum of four (4) scheduled working days from and including the date of death or burial so long as

the bereavement leave is concluded within four (4) calendar days following the date of burial, to and including the date of burial. In order to qualify for bereavement leave, an employee may be required to submit reasonable proof of death (ie. Newspaper clipping, printed funeral notice). Note: for the purpose of this clause, "spouse" shall mean husband, wife, common-law spouse or a partner of the same sex.

In the event of the death of a member of an employee's immediate family, namely, sister, brother, step-mother, step-father, step-child, step-sister, step-brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, the Employer, at the request of the employee, will arrange leave of absence without loss of pay up to a maximum of three (3) scheduled working days from and including the date of death or burial so long as the bereavement leave is concluded within three (3) calendar days following the date of burial, to and including the date of burial. In order to qualify for bereavement leave, an employee may be required to submit reasonable proof of death (ie. newspaper clipping, printed funeral notice).

In addition to the foregoing, if an employee is the only person available to make necessary funeral arrangements for any relative, the provisions of the above clause shall apply.

In the case of the death of the employee's or the employee's spouse's aunt, uncle, niece, nephew, or spouse's grandparent the employer shall grant a leave of absence without loss of pay to the maximum of one (1) day.

## **ARTICLE 10 – JURY & WITNESS DUTY**

10:01 If an employee is required to serve as a juror or attend jury selection proceedings in any matter is subpoenaed as a witness, and notifies the Hospital immediately on an employee's notification of their requirement to attend, the Employer agrees to pay to the employee the difference between the money received for acting as a juror (to be evidenced by production of Court payment and a copy of the summons or subpoena) and the pay, at the employee's basic rate (plus shift premium, if applicable) which the employee would have received if he had not been required to serve as a juror or as a witness and had worked his normal shift, provided that this clause shall not be construed so as to permit any employee to recover the equivalent of overtime pay. If an employee is required to serve on a jury or attend jury selection proceedings in any matter on a scheduled week day off during the week immediately preceding a weekend when such employee is scheduled to work, his schedule will be changed to give him that weekend off, or one of the weekend days of his choice if only one scheduled day off was lost because of such jury duty. Such change in schedule will not result in premium payment.

## **ARTICLE 11 - NEGOTIATING COMMITTEE AND COMMITTEEPERSONS**

11:01 The Employer acknowledges the right of the Union to appoint or otherwise elect a Union Negotiating Committee composed of up to two (2) employees of the Employer, plus the Chairperson and the National Representative or other Union representative and will recognize and deal with said committee with respect to any matter which properly arise for its consideration. Any member of the Union Bargaining Committee who is required

to attend negotiations (up to but excluding arbitration) on a day (or days) normally recognized as their day(s) off, will receive alternate day(s) off (without pay) at a time mutually agreed upon between the employee and their Supervisor. Committee members shall not suffer any loss of wages for time spent during negotiations with the Employer up to but excluding arbitration.

11:02 The Employer acknowledges the right of the Union to appoint or otherwise elect two (2) Committeepersons, one (1) Chairperson to assist employees on all shifts in presenting their grievances to the Employer or its representatives.

11:03 The Union acknowledges that the Committeepersons and members of the Negotiating Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining permission from their immediate supervisor. Permission from the supervisor for absences of reasonable duration for this purpose will not be unreasonably withheld.

In accordance with this understanding, any such employee shall not suffer loss of pay while dealing with grievances. This does not apply to time spent on such matters outside the regular working hours. In the case of a rights grievance which proceeds to arbitration, the one (1) Committeeperson who has been involved in such grievance will suffer no loss of pay up to and including arbitration hearings.

11:04 The Hospital recognizes that the Chairperson has unique responsibilities and will make reasonable efforts to ensure her/his availability to fulfill such responsibilities. In this connection, the Chairperson will be assigned duties on the day shift only, Monday to Friday.

11:05 The Union will inform the Employer in writing of the names of Committeepersons and the name of the Chairperson, and any changes therein. The Employer agrees to furnish the Union with the names and any changes therein, of its Managers and those ranking above Manager.

11:06 The Union may submit to the Employer the name of the alternate for the Chairperson, when the Chairperson is off work, to act on his/her behalf.

11:07 Central Negotiating Committee

Notwithstanding the foregoing provisions, in the event the parties to this agreement agree to negotiate for its renewal through the process of central bargaining, either party to this agreement may give notice to the other party of its desire to bargain for amendments on local matters proposed for incorporation in the renewal of this agreement not earlier than six (6) calendar months nor later than three (3) calendar months prior to the normal termination date of this agreement. Upon receipt of such notice by one party from the other, both parties will respond within fifteen (15) days thereafter for the purpose of bargaining on local matters.

It is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this agreement as being subjects for local bargaining directly between the parties to this agreement. It is also agreed that local

bargaining shall be subject to such procedures as may be determined by mutual agreement between the Central Negotiating Committees referred to above.

An employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to a maximum of ten (10) days. Compensation for members of the Union's Central Negotiating Committee shall be as per the Participating Hospital's collective agreement for negotiating committees.

For greater clarity, central bargaining and the utilization of the paid time for the Union's Central Negotiating Committee members shall not commence until:

- (a) The local parties reach a mutually agreed upon settlement; or,
- (b) An impasse is reached between the union and the hospital at the local level.

It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be one from each defined participating bargaining unit.

The Union shall advise the Hospitals' Central Negotiating Committee, upon signing the Memorandum of Conditions, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the hospitals accordingly. It is understood that this clause does not apply to a Hospital that is not participating in Central Bargaining.

#### **11:08 Local Bargaining Committee**

Where the Bargaining Unit and the Hospital both agree to participate in Central Bargaining, the Bargaining Committee as defined in the collective agreement shall constitute the Bargaining Committee for issues defined by the parties as "Local".

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

12:01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitral. Timelines in this article may be extended by the mutual agreement of the parties in writing.

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his immediate supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred, or ought to reasonably have come to the attention of the employee. The employee may have the assistance of the employee's Union Representative. If the grievor and immediate supervisor are unable to adjust a complaint to their mutual satisfaction within seven (7) calendar days the employee may

proceed with the grievance procedure within seven (7) calendar days following the decision of the immediate supervisor.

A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step No. 1

The employee, with the assistance of a Union Representative if desired, may submit a written grievance, signed and dated by the employee to the Department Manager or designate. The nature of the grievance, the remedy sought, and wherever possible the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The Department Manager or designate will deliver a decision in writing within seven (7) calendar days of her receipt of the written grievance. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the next step in the grievance procedure may be taken.

Step No. 2

Within seven (7) calendar days following the decision under Step No. 1, the grievance may be submitted to Human Resources or designate, to be discussed at a meeting between Human Resources or designate, the said grievor(s) and the Union Representative, within seven (7) calendar days of receipt of the grievance or within such other time as may be mutually agreed by the parties. Either party may have assistance from outside the Hospital at this stage if desired. Human Resources or designate shall give written disposition within seven (7) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fourteen (14) calendar days after the reply in Step 2 is given. If no written request for arbitration is received within such fourteen (14) calendar day period, the grievance will be deemed to have been abandoned.

If an employee's immediate supervisor and Department Manager are the same person, the grievance will be submitted to Step No. 2 within seven (7) calendar days following the decision under Step No. 1.

Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated by the Hospital or the Union, under Step No. 2, within fourteen (14) calendar days of the event giving rise to the grievance.

Failing settlement, under Step No. 2 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with the arbitration procedure.

It is expressly understood, that the provisions may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed.

Discharge/Suspension Grievance

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.



A claim by an employee who has completed the probationary period that he or she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee, with the Hospital, at Step No. 2 within seven (7) calendar days after the effective date of the discharge or suspension, or notice thereof, whichever should first occur.

#### Group Grievance

Where two or more employees have identical grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No. 2 within fourteen (14) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

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 employee or employees involved.

#### Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to mediation at any time within fourteen (14) calendar days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Mediation will commence within twenty-one (21) calendar days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the mediation.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within seven (7) calendar days following mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to Arbitration, no person serving as the Mediator may serve as an Arbitrator, unless agreed to otherwise by the parties. Nothing said or done by the mediator may be referred to Arbitration.

- (i) The Union and Employer will share the cost of the Mediator, if any.

## **ARTICLE 13 - ARBITRATION**

13:01 The parties agree that a sole arbitrator shall resolve grievances that have been processed to arbitration in accordance with this article.

Any grievance not satisfactorily settled through the grievance procedure may be appealed to an arbitrator, provided written notice of the party's intention to refer the dispute to an arbitrator is given to the other party within fourteen (14) calendar days after the receipt of management's last decision.

The notice shall contain a list of three (3) suggested arbitrators. Within fourteen (14) calendar days, the recipient of the notice shall inform the other party of agreement to one of the suggested arbitrators or provide a list of three (3) arbitrators. Should no agreement be made within twenty-eight (28) calendar days of the notice referring the matter to arbitration, then either party may apply to the Ministry of Labour for the appointment of an arbitrator. Where a roster of agreed arbitrators exists between the parties, it is agreed that the list will be utilized before this clause.

No matter may be submitted to arbitration which has not been carried through all of the requisite steps of the grievance procedure.

The Arbitrator shall not have any jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned, subject to Section 48(16) of the *Labour Relations Act, 1995*.

Nothing prevents the parties from using mediation and/or mediation/arbitration as long as the parties mutually agree. Timelines in this article may be extended by the mutual agreement of the parties in writing.

## **ARTICLE 14 - STRIKES AND LOCK-OUTS**

14:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in *The Labour Relations Act*, as amended.

## **ARTICLE 15 - DISCHARGE OR SUSPENSION**

15:01 The Employer shall not discharge or suspend any employee without just and sufficient cause. The Employer shall direct a letter to the employee concerned confirming such discharge or suspension and reasons for such action. The notice of discharge or suspension will be provided to the Chairperson and the Union Office.

- 15:02 Warning, disciplinary and suspension notices shall be removed from an employee's file providing the employee has been discipline free for a period of fourteen (14) months.
- 15:03 An employee upon his/her written request and in the presence of a representative of the Employer will be given access to their personnel file.
- 15:04 Immediately prior to the discipline meeting the hospital will provide the union representative with notification of the impending discipline. In all cases of suspension or discharge, a Union Committee Person will be present, unless that right is waived by the employee in the presence of the Union Committee Person.

## **ARTICLE 16 - WAGES**

16:01 April 1, 2022 – increase wages by one percent (1%).

April 1, 2023 – increase wages by one percent (1%) and also another increase of two point six five percent (2.65%) [it is understood this amount may be adjusted up to ensure the hourly rate is at least as high as the Housekeeper rate in the Unifor Service Unit contract for April 1, 2023].

### **Retroactivity**

Retroactivity pay will identify total hours paid and the Hospital will endeavour to pay retroactive pay by the pay day of the fourth (4<sup>th</sup>) full pay period after the latest ratification by the Hospital or the Union, whichever last occurs.

- (a) Schedule "A" attached hereto, shows the classifications and wage rates of the employees covered by this Agreement with effect from the dates set out herein. It is mutually agreed that the said schedule and contents thereof shall constitute a part of this Agreement.
- (b) It is further agreed that if any new classifications within the bargaining unit are created during the lifetime of this Agreement, wage rates for such classifications shall be negotiated between the Employer and the Union. If the parties are unable to agree, such a dispute will be submitted to arbitration.
- (c) It is further agreed that the wage rates set out in said Schedule "A" shall be paid retroactively to employees who are on the payroll of the Employer during the period to which such wage rates are made applicable, as noted on Schedule "A", for hours worked during such period or periods.

16:02 The regular pay days for employees covered by this Agreement shall be every second Thursday during the term hereof, on which day they will be paid their respective wage entitlements by direct deposit, calculated to and including the previous Friday. Electronic pay stubs will be emailed to employee's HDGH email account on and after 2:00 p.m. on the regular pay days. The Employer shall endeavour to have the pay stubs available on Wednesday after 3:00 p.m. for employees scheduled off work on such pay days. Furthermore, provided pay stubs are available, they will be distributed by the Employer to the Wednesday afternoon staff at the completion of the shift and to the night staff during their scheduled night shift.

16:03 Shift Premium

The Employer will pay a shift premium to all employees who begin working:

- (a) on or after 1500 hours on any shift, one dollar and fifteen cents (\$1.15) per hour effective upon ratification.
- (b) on or after 2300 hours on any shift, one dollar and fifteen cents (\$1.15) per hour effective upon ratification.

If the majority of an employee's hours worked falls between 1500 hundred hours and 0700 hours, the employee will be paid the shift premium for all hours worked.

16:04 Weekend Premium

All employees in the bargaining unit will be paid a weekend shift premium of one dollar and fifteen cents (\$1.15) per hour effective upon ratification, for all hours worked between 2345 hours Friday and 2345 hours Sunday.

**ARTICLE 17 - HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS**

17:01 The normal full-time hours of work shall be seventy-five (75) hours bi-weekly, consisting of ten (10) eight (8) hour days, exclusive of half-hour (1/2) meal periods. This is not to be read or construed as a guarantee of hours of work per day or per week or of days of work per week.

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

17:02 The recognized work week shall be from Saturday (the first scheduled shift) to Friday (the last scheduled shift).

17:03 Employees shall be in uniform and at their place of duty promptly at the commencement of each shift and shall remain on duty until the termination thereof.

17:04 Employees shall not be required to work more than six (6) consecutive days without his or her consent except in an emergency situation beyond the control of the employer. If an employee is required to work on a seventh (7<sup>th</sup>) or subsequent consecutive day, he will be paid at time and one-half (1-1/2) his regular hourly rate.

17:05 In the event of an employee working a full forty (40) hours in a single week, he shall be entitled to two (2) days off. The Employer hereby undertakes to use its best efforts consistent with the proper management of the Hospital to ensure that such days off may be taken consecutively, and it is understood that if taken consecutively the said days off need not fall within the same work week as defined herein. The Employer further undertakes and agrees to use its best efforts to rotate the consecutive days off as herein provided so as to effect equal distribution thereof among its employees. If an employee is required to work six (6) consecutive days or more, the following days off will be consecutive.

17:06 (a) The Hospital agrees to set forth the working schedule of employee in each department. The hours and days of work of each employee shall cover a four (4) week period and shall be posted two (2) weeks in advance. There shall be no

change in the schedule of full-time employee(s) after being posted unless by mutual agreement of the Hospital and the affected employee except in the case of an emergency or in order to comply with other contractual provisions. Changes made to the schedule of a part-time employee will be done with at least forty-eight (48) hours notice to the employee. Requests for specific days off are to be submitted to the department in writing at least two (2) weeks in advance of the posting.

In the event the schedule of an employee(s) must be changed, such change will be made as far in advance as possible. Affected employees unable to be informed of the change by checking the schedule will be notified by the Hospital.

Once a schedule is posted in the department any approved changes to the schedule shall be made by management (or their designates). Both the posted schedule and the computerized schedule will be provided to the Union Chairperson upon request.

- (b) Mutual shift changes between employees in the same classification require prior approval by the Employer. Such approval shall be dealt with in a timely fashion and shall not be unreasonably denied by the Employer.
- (c) Written requests submitted to the Employer by full-time employees that work rotating shifts who wish to work a permanent afternoon or night shift will be granted on the basis of seniority, if such shifts are available. The employees who are given the permanent shift will remain on the afternoon or night shift for a minimum period of six (6) months, unless the employee is assigned to a different shift by the employer, due to an emergency or for the purpose of evaluation.
- (d) Should a job assignment for a full-time employee be changed/altered through Departmental re-organization for whatever reason and such constitutes a change in shift, choice of shift shall be scheduled according to seniority.

*Note: Shift shall be defined as days, afternoons and midnights as well as the various start times within each.*

17:07 For those employees in the bargaining unit who do not receive sixteen (16) hours off between scheduled shifts, a payment of time and one-half (1-1/2) for all hours worked, before the sixteen (16) hour deadline, will be made. It is understood that this does not include additional unscheduled shifts voluntarily accepted.

17:08 i) Employees who report for work for which they are scheduled or called in but for whom no work is available, shall be paid four (4) hours' time at their regular straight time pay, or for the number of hours for which they were scheduled or called in if less than four (4) hours.

ii) When the Employer requires an employee to attend a meeting or short-term in-service or training session, where possible such session will take place during an employee's regularly scheduled shift. Where this is not possible and such session must be scheduled outside of regularly scheduled working hours, such employee will be paid at his/her straight time hourly rate of pay for such hours in attendance.

It is understood that this arrangement will not circumvent the overtime provisions outlined in Article 17

17:09 The Employer shall not require any of its employees within the bargaining unit to stand-by at home without paying to such employee his or her wage rate for the required "stand-by" time.

17:10 (a) Rest Periods

Employees shall be allowed two (2) fifteen (15) minute rest periods during the regular eight (8) hour working day, one in the first half of the shift and one in the second half of the shift at a time to be determined, from time to time by the Employer. It is understood and agreed that in the event of an emergency or other cause beyond the control of the Hospital an employee's services may be required during the period normally allocated for a rest period. In such circumstances, it is understood and agreed that any employee so affected will cooperate accordingly in dealing with such emergency and the rest period(s) will be taken at a later time (mutually acceptable to the employee and the Supervisor).

(b) Meal Breaks

The employees shall be entitled to a meal break of one-half (1/2) hour at such time or times as may be designated by the Employer. It is understood that security guards are paid for their meal break and are to remain available and are not to leave the premises during said break.

17:11 Full-time employees shall receive at least one (1) weekend off in two (2) consecutive weekends, except during the scheduling periods for the Christmas and New Year's holidays during which periods such employees shall receive at least one (1) weekend off in four (4) consecutive weekends.

Part-time employees shall receive at least one (1) weekend off in each four (4) consecutive weekends, except weekend-only employees. Such weekend off will be indicated on the posted schedule. Insofar as it is practical to do so, while maintaining the efficient operation of the Hospital, the Hospital will endeavour to grant part-time employees one (1) weekend off in three (3) except employees hired to work weekends only.

Notwithstanding Article 17.06 (a) Part-time employees may be scheduled to work a weekend shift and be notified by telephone prior to Wednesday at 3:00 p.m. of the week prior to the weekend. After Wednesday at 3:00 p.m. part-time employees will be offered an opportunity to work the weekend shift.

The employer will make available to the union, upon request, a list of employees who were scheduled to work under this clause.

17:12 Employees will not be required to work split shifts.

17:13 It is understood that some schedules may conflict with the above provisions. Thus, provided such schedules are made by the Employer with the mutual consent of the

employee(s) concerned, in keeping with the provisions of equalization of part-time hours, such schedules shall not be in violation of the provisions above.

17:14 Overtime

- (a) The Employer shall pay time and one-half (1-1/2) the regular rate of pay, calculated to the nearest fifteen (15) minutes worked, for all time in excess of eight (8) hours in any one day, if such additional time is worked after the employee's scheduled finishing time.
- (b) Time and one-half (1-1/2) an employee's regular straight time rate shall be paid for all hours worked in excess of eight (8) hours in one day or eighty (80) hours in a bi-weekly pay period but not both. If an employee's scheduled paid holiday for alternative day off under Article 21:02 (b) hereof falls within the employee's scheduled work week, such paid holiday shall be deemed as eight (8) hours worked for the purpose of computing overtime. The overtime rate shall also be paid for work performed during an employee's scheduled time off.

Overtime opportunities shall be offered by seniority within the classification in the Department provided the employee is able to do the essential duties of the job without training. Should it be necessary for the Hospital to amend such procedures, the Union will be consulted prior to implementation.

(c) Overtime/Lieu Time

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays), such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (ie. where the applicable rate is time and one-half, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within the succeeding sixty (60) days of the occurrence of the overtime at a time mutually agreeable to the Hospital and the employee or payment in accordance with the former options shall be made. Employees who work overtime will not be required to take time off during regular hours to offset overtime worked. The maximum accumulation will be three (3) days.

- (d) Where the parties agree that an error has been made under this Article for the call- in process for the allocation of additional tours to part time and / or full time employees, the parties agree that the error will be remedied as follows:
  - (i) The affected employee will be offered a shift as an extra to be worked at a time mutually agreed by the employee and his/her Manager;
  - (ii) The extra shift will be paid at the rate of pay which the employee would have received had the offer been made according to the above provisions;
  - (iii) The employee working the extra shift will not be counted in the minimum staffing for the department and will work as an extra staff member for the scheduled shift;

- (iv) The employee working as an extra will not be assigned as a replacement if an absence subsequently arises on that shift which requires a call-in replacement of a regular part time employee.
- (e) Employees who are off due to illness or approved leave of absence will not be eligible for overtime opportunities. Employees on vacation or on a day off for a holiday lieu day will only be offered overtime opportunities after employees who are not on vacation or holiday lieu days have been exhausted as per Article 17:14 (b).

17:15 Temporary Assignment

If an employee is temporarily assigned to work in another classification for a period in excess of one hour, he shall be paid for such time worked from the commencement of such work at the highest rate in the classification. If such highest rate shall be less than the employee's current rate of pay, he shall suffer no reduction in pay. If such transfers are on a continuing and regular basis, involving in excess of five (5) working days, the job shall be posted in the manner herein provided.

17:16 An employee required to perform some of the management functions of a Supervisor or non-union employees, commencing on the first day of such employment shall be paid at his or her regular rate of pay plus one dollar (\$1.00) per hour added to the rate of pay to compensate for any additional duties required of him.

17:17 Time Change

With the changeover to Day Light Saving from Standard Time or vice-versa in any year, employees will be paid for all hours worked at regular pay when the changeover occurs.

17:18 The Union acknowledges that nothing in this Agreement constitutes a guarantee to part-time employees of a certain number of hours to be worked in a day or a certain number of days to be worked in a week. The minimum length of shift for part time employees shall be four (4) hours.

17:19 Shifts that become available after the schedule is posted will be offered by mass communication to the security guards. If a guard wishes to receive a phone call rather than mass communication, he/she must indicate this preference in writing to the Security Manager. Available shifts shall be offered as follows:

- (a) If the shift is for the day it is offered the first guard to respond who is at straight time will be given the shift;
- (b) If the shift is over twenty-four (24) hours away from the time the mass communication goes out, responses will be reviewed at the end of the day and the shift will be awarded to the guard who is a straight time with the least amount of shifts on the posted schedule first, then by rotating seniority;
- (c) If no guards who are at straight time volunteer for the shift, it will be awarded by seniority first to full-time and then to part-time.

Should the Hospital acquire software to allow call-ins to be accomplished through mass texting, the parties will meet to discuss rules/parameters for implementation.



17:20 Upon posting of the schedule, hours for part-time employees will be equitably scheduled to a maximum of forty (40) hours per week or eighty (80) hours per pay period.

17:21 Where the schedule of one (1) or more part-time employee(s) in a Department equates to a full-time position in excess of eight (8) consecutive weeks, and such schedule is not due to vacation or any type of leave of absence, such position shall be posted as a full-time position.

## ARTICLE 18 - TEMPORARY VACANCIES

### 18:01 Term Certain Employment - Full-Time and/or Part-Time

- (a) Term certain appointments to replace an employee on leave or to perform a special non-recurring task, or any other work of a temporary nature, which are expected to be for periods in excess of six (6) months, and not more than twelve (12) months, shall first be posted in accordance with the regular Job Posting provisions. The initial vacancy will be posted and other full or part-time employees may apply. At the expiration of the term, the employee will be returned to their former position.
- (b) An individual hired into a term certain appointment shall be treated as a regular employee and covered by the provisions of the collective agreement with the exception that at the expiration of their term certain appointment they will be paid off and shall not have the right to displace any other employee in the bargaining unit but shall maintain the right to be re-hired at the sole discretion of the employer. If the Union requests, the Hospital agrees to disclose the reasons for not re-hiring.
- (c) The Hospital will notify the Union should any term certain appointment be extended, provided however that an extension beyond twelve (12) months shall be by mutual agreement between the parties.
- (d) The Union will be notified in writing by the Hospital whenever an employee has been hired into a term certain position within the bargaining unit.

## ARTICLE 19 - UNIFORMS

19:01 The Hospital will provide seniority employees with the following uniform items at no cost to the Employee:

- i) 1 vest (one time only)
- ii) 3 long sleeve and 3 short sleeve shirts per year for full time employees; 2 long sleeve and 2 short sleeve shirts per year for part time employees;
- iii) 2 pairs of pants per year;
- iv) 1 winter jacket (replaced every 5 years or sooner as may reasonably be required);
- v) 1 toque (replaced as reasonably required);
- vi) 1 sweater (replaced every 3 years or sooner as may reasonably be required);
- vii) 1 pair of cut proof gloves annually;
- viii) 1 duty belt (one time only);

All uniform items are and remain property of Hotel Dieu Grace healthcare and are only to be worn when on duty. Each employee will sign an agreement as to proper use of uniform and equipment.

Each uniform must be worn during working hours as a condition of employment. The Hospital shall ensure that all uniform items fit properly, are in good repair and provide authorized tailoring at no cost to the employees.

19.02 (a) The Hospital shall furnish and pay for uniform equipment for employees as required. The style and quantity of specific items shall be determined by the Hospital. Such uniforms shall remain the property of the Hospital and must be returned upon an employee leaving the Hospital. All uniform items including shirts shall be replaced on a one to one basis, only when deemed appropriate by Management. The Hospital shall direct the appropriate uniform dress code, when issuing uniforms the Hospital will consider and ensure that uniforms are appropriate to the working conditions. This includes proper quality and quantity for the site assigned. Any new uniform items required by the employee shall be delivered to the sites or made available for pick-up as per the employees requires and during regular office hours. The Hospital will not issue any uniform item that was worn previously with the exception of outer wear, which will be issued in good repair and dry cleaned. The Hospital shall ensure maternity and unisex uniform items will be made available to employees.

(b) The Hospital also agree that any reasonable uniform alterations including but not limited to the replacement of the Hospital logo shall be paid for by the Hospital, provided authorization is received prior to such alterations and upon presentation of a proper receipt for such approved alterations.

(c) Worn or damaged items including uniform shirts shall be replaced on a one for one trade in basis.

(d) If rainwear and/or reflective safety vests are necessary, the Hospital will provide suitable sizes and quantity on each site. Uniform items will be replaced on a one for one trade in basis when required due to normal wear and tear.

19.03 The Hospital will refund the required uniform deposit (\$150.00) following one (1) year of service.

19.04 The Hospital shall provide, effective April 1, 2022, a shoe allowance for the purpose of providing one (1) pair of black polishable safety footwear. Upon presentation of an original receipt up to a maximum of one hundred dollars (\$100.00) every twelve (12) months, to all employees, who have completed their probation. Upon determination by the Hospital a requirement to wear specific footwear is part of their regularly issued uniform articles. If an employee leaves less than twelve (12) months from receiving shoe allowance they will be responsible for repayment of 50% of the purchase price.

## ARTICLE 20 - VACATIONS

20:01 As of April 30<sup>th</sup> in each year, employees in the employ of the Employer who have been in the continuous service of the Employer for a period less than twelve (12) months shall be entitled to and shall receive the number of days' holiday with pay as set out below:

One months' completed service	Nil
Two months' completed service	One Day
Three months' completed service	Two Days
Four months' completed service	Three Days
Five months' completed service	Four Days
Six months' completed service	Five Days
Seven months' completed service	Five Days
Eight months' completed service	Six Days
Nine months' completed service	Seven Days
Ten months' completed service	Eight Days
Eleven months' completed service	Nine Days

20:02 As of April 30<sup>th</sup> in each year, employees in the employ of the Employer who have been in the continuous service of the Employer for a period of twelve (12) months but less than two (2) years, shall be entitled to and shall receive two (2) weeks' vacation with pay.

20:03 Employees having two (2) years or more of continuous service with the Employer but less than five (5) years of continuous service as of April 30<sup>th</sup> or at a date between May 1<sup>st</sup> and September 30<sup>th</sup> in each year, shall receive three (3) weeks' vacation with pay.

20:04 Employees having five (5) years or more of continuous service with the employer but less than thirteen (13) years of continuous service as of April 30<sup>th</sup> or at a date between May 1<sup>st</sup> and September 30<sup>th</sup> in each year shall receive four (4) weeks' vacation with pay.

**Effective Upon Ratification** employees having five (5) years or more of continuous service with the employer but less than twelve (12) years of continuous service as of April 30<sup>th</sup> or at a date between May 1<sup>st</sup> and September 30<sup>th</sup> in each year shall receive four (4) weeks' vacation with pay.

20:05 Employees having thirteen (13) years or more of continuous service with the employer but less than twenty-two (22) years of continuous service as of April 30<sup>th</sup> or at a date between May 1<sup>st</sup> and September 30<sup>th</sup> in each year shall receive five (5) weeks' vacation with pay.

**Effective Upon Ratification** employees having thirteen (12) years or more of continuous service with the employer but less than twenty-one (21) years of continuous service as of April 30<sup>th</sup> or at a date between May 1<sup>st</sup> and September 30<sup>th</sup> in each year shall receive five (5) weeks' vacation with pay.

20:06 Employees having twenty-two (22) years or more of continuous service with the employer, but less than twenty-eight (28) years, as of April 30<sup>th</sup> or at a date between May 1<sup>st</sup> and September 30<sup>th</sup> in each year, shall receive six (6) weeks' vacation with pay.

**Effective Upon Ratification** employees having twenty-one (21) years or more of continuous service with the employer, but less than twenty-eight (28) years, as of April 30<sup>th</sup> or at a date between May 1<sup>st</sup> and September 30<sup>th</sup> in each year, shall receive six (6) weeks' vacation with pay.

20:07 Employees having twenty-eight (28) years or more of continuous service with the employer as of April 30<sup>th</sup> or at a date between May 1<sup>st</sup> and September 30<sup>th</sup> in each year, shall receive seven (7) weeks' vacation with pay.

20:08 It is agreed that vacation pay shall be paid to all employees in advance of their holiday period on request, and all normal deductions shall also be made from such vacation pay. As a matter of management policy, subject however, to any exceptions made necessary by maintenance of the efficient operation of the hospital, which exceptions shall be at the discretion of management, vacation will be arranged so that an employee's vacation period immediately follows his or her regular weekly days not worked.

20:09 Insofar as it is practical to do so having regard to the necessity of maintaining the efficient operation of the Employer's hospitals, vacation periods will be allocated in each year during the period from May 1<sup>st</sup> to September 30<sup>th</sup> and employees shall be granted vacation periods requested in accordance with their seniority on a departmental choice basis. Vacations during periods other than those as herein stated, shall be permitted by mutual agreement between the Employer and the employees concerned.

20:10 Any employee called in to work during his or her vacation period will be paid at the rate of time and one-half of his or her regular rate of pay.

20:11 "Continuous service" as it appears in this Article, shall mean unbroken employment and shall include those periods referred to in Article 6:05 hereof for the purposes therein set out.

20:12 In the event that an employee is hospitalized for non-elective reasons or on Worker's Compensation immediately prior to the commencement of a scheduled vacation period, he will be permitted to reschedule his vacation at a later date mutually agreeable to the employee and the Employer. In arranging such date, it is understood that the employee does not have the right to use his seniority to displace another employee who has less seniority from vacation time already allotted.

20:13 (a) Where an employee's scheduled vacation is interrupted due to serious illness, as evidenced by an appropriate medical certificate, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. That 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.

(b) In the event that a death of an employee's family (as provided in Article 9) occurs during an employee's scheduled vacation period, the time (as provided in Article 9) from and including the date of death, up to and including the date of the funeral shall be considered as bereavement leave. Any day(s) of vacation, which would otherwise have been provided, will then be rescheduled at a time mutually

acceptable to the employer and the employee. In scheduling such alternate time, the affected employee will not have the right to displace another employee who has already had their vacation schedule approved.

- (c) In the case of an employee who has scheduled vacation of five (5) days or more, the Hospital will schedule at least one (1) weekend off (Saturday and Sunday consecutive) either immediately prior to or following the vacation period. The Hospital will endeavour to schedule both weekends off if requested by the employee.

**20:14 Part-Time Employees**

Part-time employees shall be entitled to the same proportion of vacation time as expressed throughout this Article as the part-time employee's hours worked bear to full-time employment (the average hours worked by a part-time employee will be calculated for the twelve [12] month period ending April 30<sup>th</sup>).

- 20:15 Any employee who severs his or her employment with the Employer prior to the expiration of this Agreement will be entitled to receive, on a pro-rata basis, vacation days with pay to which he or she is then entitled, calculated in accordance with the terms of this Article. If an employee fails to give to the Employer two (2) weeks' notice of termination of his employment, his vacation pay shall be calculated at the minimum rate set out in The Employment Standards Act of the Province of Ontario for the first two (2) weeks of vacation entitlement and at the rate set out in this Agreement for that portion of his vacation entitlement in excess of two (2) weeks.

- 20:16 Employees shall be required to express their vacation preferences not later than the 1<sup>st</sup> day of April in each calendar year to the Employer. Any such requests received by the Employer will be used to grant vacation periods in accordance with seniority. If an employee fails to express their vacation preference by April 1<sup>st</sup>, vacation requests will be granted (subject to Departmental practices and staffing requirements) on a "first come first served" basis.

- 20:17 Vacation requests for time off during the period from May 1<sup>st</sup> through September 30<sup>th</sup> must be submitted by April 1<sup>st</sup>. Such requests shall be reviewed and granted in accordance with Departmental practices and the terms defined by Article 20:08. With the exception of vacation requests during this period, employees shall be given written confirmation of approval for their vacation requests no later than two (2) weeks following receipt of such written requests by their Supervisor.

**ARTICLE 21 - PAID HOLIDAYS**

- 21:01 Each full-time employee shall be paid seven and one-half (7-1/2) hours pay at his regular daily rate for each of the following days, namely:

1. New Year's Day (January 1)
2. Family Day
3. Good Friday
4. Victoria Day
5. Second Monday in June
6. Canada Day (July 1<sup>st</sup>)

7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Armistice Day (November 11)
11. Christmas Day (December 25)
12. Boxing Day (December 26)

21:02 If an employee is scheduled to work on a paid holiday and actually works, then he may elect either:

- (a) to be paid for all hours worked on such day at the rate of one and one-half  $1\frac{1}{2}$  times his regular rate of pay in addition to his regular rate of pay, or
- (b) to be paid for all hours worked on such day at the rate of one and one-half  $(1\frac{1}{2})$  times his regular rate of pay and to have an alternative day off at regular pay. Such alternative day off shall be given by the Employer within four (4) weeks after the holiday, or at a time mutually satisfactory to the Employer and the employee. If a request for a particular lieu day is made not later than three (3) weeks prior to the commencement date of a schedule in which the requested date occurs, the Employer will make every effort to accommodate such request, and if more than one, in order of receipt. If the request is made at a later date, then the employee will be responsible for making arrangements to trade his or her shift with another employee unless the Employer is otherwise able to accommodate the request. In no case will an employee be allowed to bank more than three (3) paid holiday lieu days at any one time.

In the event a holiday as specified in this Article falls within an employee's vacation period, it shall be mandatory to extend the vacation period by one (1) working day with seven and one-half  $(7\frac{1}{2})$  hours pay to be scheduled prior to the commencement of the vacation.

21:03 In case of illness, employees with one (1) or more years seniority shall be paid for those paid holidays falling within the three (3) month period from the commencement of such illness.

21:04 Time worked on a recognized paid holiday in excess of seven and one-half  $(7\frac{1}{2})$  hours (exclusive of one half-hour lunch break) will be paid for at two and one-quarter  $(2\frac{1}{4})$  times an employee's regular rate of pay except when overtime has been worked on that day as a result of a shift exchange with another employee agreed to by the Employer.

21:05 For the purpose of holiday pay entitlement only and for no other purpose, it is agreed that the tour which begins at 2330 hours on the day preceding a paid holiday and which ends at 0730 hours on the paid holiday, shall be deemed to be work performed on the holiday for the full period of the tour, and the tour that begins at 2330 hours on a paid holiday and ends at 0730 on the day following the paid holiday, shall be deemed to be work performed on a regular work day for the full period of the tour.

21:06 (a) All employees shall be scheduled to take either Christmas Day and Boxing Day or New Year's Day off on a choice basis by department and classification in accordance with their seniority.

(b) Where a full-time employee is scheduled to take the Christmas Day and Boxing Day holiday off, a minimum of two (2) regular days off will be scheduled in conjunction with the above holiday, consisting of the two (2) days before, or two (2) days after, or the day before and the day after.

Where a full-time employee is scheduled to take the New Year's Day holiday off, a minimum of three (3) regular days off will be scheduled in conjunction with the above holiday, one of which will be New Year's Eve Day, plus two (2) days before, or two (2) days after, or the day before and the day after.

(c) The Employer will provide a minimum of three (3) days off for part-time employees and shall endeavour to provide the same entitlements in (b) above for part-time employees provided that the Managers are satisfied that enough experienced personnel are retained to provide proper and adequate service in these classifications.

It is understood that in order to put this into effect, the normal time schedule for the three (3) week period which includes Christmas and New Year's may not be adhered to in that it may not be possible to give full-time employees every second (2) weekend off, or to work only five (5) consecutive days; however, employees shall not be required to work more than six (6) consecutive days unless the employee gives the Employer their consent to do so.

(d) The Employer agrees to endeavour to arrange additional time off over and above those provisions referred to in this Article provided the Employer is satisfied that enough experienced personnel are retained to provide proper and adequate services in the Department and classification.

(e) If an employee chooses to work more than one (1) holiday (Christmas Day, Boxing Day or New Year's) and in doing so maintains the regular operations of the Department, the employee will be allowed to work their choice of holidays based on their seniority.

21:07 (a) At least six (6) weeks prior to the Christmas holiday season, the Employer shall post (within each Department) a list seeking volunteers to work Christmas Day, Boxing Day and/or New Years Day. Any employee interested in working any or all of these days will be required to indicate their preference(s) by signing this volunteer list.

(b) In the event that there are more employees interested in working (on any or all of these Paid Holidays) than those required to ensure the efficient operation of the Hospital, the opportunity to work will be offered to those interested employees on the basis of seniority – provided that they have the qualifications and ability required to perform the job.

- (c) In the event that insufficient staff has volunteered to work (on any or all of these Paid Holidays), to maintain the quality of patient care and the efficient operation of the Hospital shall have the right to schedule the employees with the least seniority to work as required (subject to the provisions of Article 21:07).

## ARTICLE 22 - SICK LEAVE

- 22:01 At the commencement of the fourth month of continuous service an employee within the Bargaining Unit shall be credited with three (3) days sick leave with pay. Thereafter, such employee shall be credited with one (1) days sick leave with pay for each additional month of continuous employment and on completion of one (1) years' service, such credit shall be increased to one and one-half (1-1/2) days per month.
- 22:02 The unused portion of an employee's sick leave credits, including the accumulated sick leave credits due an employee pursuant to the terms of prior agreements, shall accumulate up to a maximum accumulation of two hundred (200) working days.
- 22:03 If an employee on authorized vacation or on leave of absence is unable to return to his or her employment when scheduled to do so because of illness or injury, such employee shall be entitled to use any accumulated and unused sick leave standing to his or her credit.
- 22:04 Subject to the provisions of Paragraph 22:04 hereof, on termination of employment, an employee with the following seniority shall be paid cash in lieu of the accumulated sick leave credits on the following basis:
- An employee with two (2) years seniority - twenty-five percent (25%) of his accumulated sick leave credits;
- An employee with three (3) years seniority - thirty-three percent (33%) of his accumulated sick leave credits;
- An employee with four (4) years seniority - forty percent (40%) of his accumulated sick leave credits;
- An employee with five (5) years seniority - fifty percent (50%) of his accumulated sick leave credits.
- 22:05 The Employer will notify employees of their sick day credits as of December 31<sup>st</sup> in each year by including this information in the employees' pay envelopes on or before March 31<sup>st</sup> of the following year. Such sick leave credits will be shown by accumulated shifts or fractions thereof.
- 22:06 The beneficiary or estate of an employee who dies while in the employ of the Employer, and who has at least two (2) continuous years' service, shall be entitled to receive the balance of the employee's sick leave credits due him as provided for in Article 22:05 herein.
- 22:07 Upon termination of employment, employees shall be paid a cash settlement based on the wage rate at the date of severance equal to their unused portion of accumulated sick



leave credits, calculated as aforesaid, and this is to be paid in full and complete settlement of any unused sick leave to an employee's credit on date of termination to a maximum of Seventy-Five (75) days, except in the following cases:

- (a) If the employee is discharged by the Employer for just cause and such employee has not been reinstated through the grievance procedure, or
- (b) If the employee leaves the employ of the Employer without giving two (2) weeks' notice in writing, or
- (c) If an employee has not completed two (2) continuous years of employment with the Employer.

22:08 The Employer shall have the right to demand production of a medical certificate when an employee has been absent from duty due to illness or injury for three (3) days or more and on the fourth (4<sup>th</sup>) separate occasion of one (1) day or more duration in a calendar year. Such medical certificate shall indicate the first and last day of illness and that the employee is fit to resume work, and when such medical certificate is demanded and not produced by the employee, the Employer shall not be required to pay the employee wages for any time away from work. It is understood and agreed that any demand for production of a medical certificate shall be made by the Manager or in his absence, a person acting on his behalf of the Employer. The Employer shall bear the total cost of all medical certificates required upon production of a valid receipt. Any cost associated with obtaining a medical receipt (i.e. mileage, etc.) will not be subject to reimbursement. The Employer shall have the right to demand production of a medical certificate in a form satisfactory to the Employer.

- 22:09 (a) Absence due to illness or injury, compensable by the Workplace Safety & Insurance Board, shall not be charged against sick leave credits (except as set out below).
- (b) Where an employee is absent as a result of an accident while at work or illness inherent to occupation and as a result is receiving insurance benefits as awarded by the Workplace Safety & Insurance Board, he shall receive the difference between his regular pay and the Board's award if unused sick credits are available. If such employee is not eligible for insurance benefits, he shall receive sick pay if unused sick pay credits are available.

22:10(a) Employees shall, whenever possible, report absent at least four (4) hours before the start of their regular shift (1 hour for the day shift) and shall notify the Employer at least four (4) hours before their return to work unless such notification is not reasonably possible. For absences of more than one (1) day, the Employee will notify the Employer before 3:00 p.m. on the previous day of his intention to return to work.

- (b) Employees who report for work but then are unable to complete their shift and request to go home due to illness will be directed to see the Employee Health Nurse. Regardless of the number of hours worked, the day that the employee goes home will be considered a sick incident.

- 22:11 (a) It is mutually agreed that an employee shall not be entitled to sick leave pay for the first two (2) days absence from work during the fourth (4<sup>th</sup>) and successive illness in any calendar year; provided that the provisions of this sub-article will be waived by the Employer in the case of an employee who has two (2) years seniority with the Employer and who has twenty-five per cent (25%) or more of his possible sick leave accumulation standing to his credit at the time of such illness. Provided, however, that if an employee is sent home from work because of illness or injury, his absence from work on that day will not be counted as an absence for illness in calculating the "fourth (4<sup>th</sup>) and successive illness" referred to in this paragraph.
- (b) Unless an Employee has previously advised the Employer of the proposed length of absence / return date, where possible the Employee will call in on a daily basis so as to keep the Employer advised as to the proposed length of absence / return date.
- 22:12 Sick leave may be used during the period until Workplace Safety & Insurance payments commence at which time the employee will reimburse the Hospital, and the Hospital will credit and return to the employee's sick leave bank, the number of days represented by such repayment. The entitlement will apply to any initial WSIB compensable injury and any reoccurrence thereof.
- 22:13 An employee who is unable to report for work because of personal illness or will follow the Attendance Support Policy to do so.
- 22:14 Employees will make every reasonable effort to schedule medical specialist appointments at times when they are otherwise not scheduled to work. When this is not possible, employees will schedule such appointments in such a manner as to minimize the disruption to their normal work schedule and must provide reasonable notice to the employer and return to work for the balance of their shift as soon as practical.

Subject to the above employees will be entitled to use sick leave credits for such appointments to a maximum of three (3) occurrences per year.

## **ARTICLE 23 - HEALTH CARE BENEFITS**

### **23:01 Semi-Private Coverage**

The Employer will provide employees with semi-private coverage for hospitalization and the Employer will pay for full-time employees One Hundred Per Cent (100%) of the premium charged therefore.

### **23:02 Group Life Insurance**

The Employer will pay on behalf of each full-time employee (exclusive of probationary employees) One Hundred Per Cent (100%) of the current premium charged under the Hospitals of Ontario Group Life Insurance Plan. It is understood that such plan provides coverage of twice an employee's annual wage (calculated to the nearest five hundred dollars [\$500.00]).

### **23:03 Drug Prescription Plan**

The Employer will provide employees with a prepaid drug prescription plan, Green Shield Plan "O", with extended health care (T4), or equivalent plan, and a \$3.00 co-pay (effective

month following ratification) per prescription by the employee, and the Employer will pay for full-time employees One Hundred Per Cent (100%) of the premium charged therefore, including coverage of dependents, where applicable. The plan shall provide for mandatory generic selection (override with adverse reaction only) in accordance with the Green Shield Prepaid Services Inc. procedures. The plan shall provide for the inclusion of over-the-counter (OTC) drugs. Plan to provide Massage Therapy to annual maximum of four hundred and fifty dollars (\$450.00) with no cap per visit and annual PSA testing.

Plan to provide Chiropractic Services at four hundred and fifty dollars (\$450.00) annually, with the removal of the existing fifteen visit qualifier.

Plan to provide naturopathic Services at four hundred dollars (\$400.00) annually.

#### 23:04 Dental Plan

The Employer will continue to provide employees with coverage (single or family, as applicable in each case) under Green Shield 66 or equivalent, and will pay for full-time employees seventy-five percent (75%) of the premium charged for such plan, based upon the O.D.A. tariff in effect from time to time. Dental coverage to include eight (8) units of scaling per year.

Orthodontic coverage will be provided on a 50/50 co-insurance up to a lifetime maximum of \$1,500.00 per insured.

Effective upon ratification, complete and partial dentures at 50/50 co-insurance to \$1,500.00 every five years. Crowns, bridgework and repairs to same at 50/50 co-insurance to \$1,500.00 every five years.

#### 23:05 Vision Care Plan

Effective on ratification, the Employer will provide a Vision Care Plan providing coverage in the amount of four hundred dollars (\$400.00) per family member each twenty-four (24) months. The Employer will pay for full-time employees one hundred percent (100%) of the premium for such benefit.

Eye exams every two (2) years to a maximum of ninety dollars (\$90.00).

#### 23:06 Premiums Paid During Illness or Injury

The Employer agrees to continue to pay the Employer's percentage of the premiums payable under the above noted plans on behalf of full-time employees who are absent because of illness or injury for the first three (3) months of such illness or injury, and for a maximum of four (4) weeks during an employee's leave of absence for other reasons except pregnancy leave, and in the case of pregnancy leave, Article 8:06 (a) will apply.

#### 23:07 Substitution of Carrier

It is agreed that the Employer can change the carrier of any plan, provided that there is no reduction in benefits and provided that the Employer gives the Union not less than sixty (60) days notice of such change, furnishes the Union with full particulars of the plan to be substituted and if requested to do so, meets with the Negotiating Committee to discuss and explain the change proposed.

23:08 Hearing Aids

The Employer will provide coverage for hearing aids in the amount of one thousand dollars (\$1,000.00) per lifetime in accordance with the Manulife Audio Policy or equivalent.

23:09 Hairpieces

The Employer will provide coverage for hair pieces in the amount of \$500 lifetime in accordance with the Manulife Hairpiece Policy or equivalent.

23:10 Benefits on Early Retirement

Effective upon ratification the Employer agrees to provide health care benefit coverage identical to that provided to active employees for retirees who are in receipt of HOOPP and who are age 55 up to and including age 64 on a seventy-five percent (75%) employer and twenty-five percent (25%) employee premium share basis.

The Employer agrees to contact employees who retired between the expiry of the previous agreement and the ratification of this agreement at their last known address and offer such employee the ability to enrol into the benefits provided herein. Premium payments shall not be retroactive.

23.11 Benefits Age 65 and Older

Extended Health Benefits, (including drug prescription plan, vision care, hearing aids and hair pieces), semi private, and dental plan will be extended to active employees from the age of sixty-five (65) up to and including their seventieth (70<sup>th</sup>) birthday on the same cost basis as employees under the age of sixty-five (65).

## **ARTICLE 24 - PENSION PLAN**

24:01 It is agreed that full-time employees will participate and part-time employees may participate in the Healthcare of Ontario Pension Plan administered by the Ontario Hospital Association and that the Employer will pay the Employer's share of contributions payable thereunder and will deduct from eligible employee's wages the required portion of his or her earnings and remit same to the said Plan.

## **ARTICLE 25 - PART-TIME BENEFITS**

25:01 Part-time employees shall be entitled to and shall receive the same proportion of wages, sick leave, vacation privileges and paid statutory and civic holidays as their total time worked bears to full-time employment, using as a basis for calculation the entitlements of full-time employees as herein set forth.

Part-time employees, shall be entitled to participate in Health Care Benefits by paying a portion of the premiums based on the ratio of hours worked as compared to full-time hours averaged over a six-month period. Part-time employees are not eligible for Group Life Insurance coverage.

For the purpose of the above calculations, the average hours worked for an employee will be calculated for each six (6) month period ending April 30<sup>th</sup> and September 30<sup>th</sup>. Any

approved leave of absence will not be included in this calculation and the previous pro-rate, prior to the leave of absence will be used.

For the purpose of Statutory Holidays, where an employee has been hired following one of the calculation dates above, a calculation for their entitlement for statutory holiday will be calculated per the Employment Standards Act.

## **ARTICLE 26 - LAYOFF AND RECALL**

### **26:01 Notice of Layoff**

- (a) There shall be at least three (3) months' notice in the event of a proposed layoff or reduction of hours if full-time, of a permanent or long-term nature, or in the event of a substantial bed cutback in service which affects, or could affect, the Bargaining Unit.

The Employer agrees to meet with the Union and discuss the reasons for such layoff, or reduction of hours if full-time, possible alternatives to it, and the method of implementation, including the numbers of employees to be affected.

The Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than six (6) weeks, notice in writing, of his/her layoff with one (1) week notice per year of service up to a maximum of eight (8) weeks:

Service shall be calculated as stated above as of the date of the proposed layoff.

- (b) In the event of a layoff or reduction of hours if full-time, for a period of six (6) weeks or less, the Employer shall give each employee in the Bargaining Unit, who has acquired seniority, one (1) weeks' notice.
- (c) However, the above notices will not be required if a layoff occurs because of emergencies, for example fire, power failure, Act of God, equipment breakdown, or any other condition beyond the reasonable control of the Employer.
- (d) A copy of any layoff notices shall be sent to the Union at the same time as it is given or mailed to employee(s) concerned.

26:02 (a) In the event of a layoff or reduction of hours if full-time, such reduction shall be according to seniority within the classification and according to the position and status in the Department in which such reduction occurs.

(b) No full-time employee within the bargaining unit shall be laid off by reason of that employee's total full-time duties being assigned to one (1) or more part-time employees.

(c) Prior to the reduction of any full-time or part-time employee as provided above, the working hours of the casual, temporary, term certain and probationary employees in the classification and Department affected shall be first reduced.

(d) In the event of a layoff the parties agree that the term certain position of any employee within the classification within the department impacted will be ended prior to displacement of the laid off employee.

- 26:03 (a) A full-time employee who is to be laid off or experience a reduction of hours shall be entitled to:
- (i) accept the layoff;
  - (ii) displace any less senior full-time or part-time employee within any department provided the full-time employee has more seniority than the employee they seek to displace and provided the full-time employee has the qualifications and ability to perform the work performed by the less senior employee. It is understood that such employee shall be allowed a reasonable period of orientation to acquire the efficiency required.
- (b) A part-time employee who is to be laid off shall be entitled to:
- (i) accept the layoff;
  - (ii) displace any less senior part-time employee within any department provided the part-time employee has more seniority than the employee they seek to displace and provided the part-time employee has the qualifications and the ability to perform the work performed by the less senior employee. It is understood that such employee shall be allowed a reasonable period of orientation to acquire the efficiency required.
- (c) In all cases, the retained employee must have the qualifications and ability to perform the work of the position and require no training other than orientation.
- (d) Any person displaced through this procedure shall themselves be entitled to utilize the procedure.
- 26:04 (a) Employees shall be recalled from layoff in reverse order to the layoff procedures provided in Article 26:03. No new employees will be hired in a classification until those laid off employees with seniority in that classification have been recalled.
- (b) Vacancies that the Employer intends to fill will be filled through the Job Posting procedure unless an employee has been displaced or laid off from that position within twenty-four (24) months of the vacancy, at which time a recall shall occur. It is understood that all laid off employees shall be deemed to have applied for any such vacancy.
- (c) Subsequent vacancies shall be filled as per 26:04 (b) above.
- (d) In all cases, the recalled employee must have the qualifications and ability to perform the work of the position, and require no training other than orientation.
- (e) If a laid off employee is recalled to a position other than their original position within a classification, within a Department or if such employee's original position was made redundant, the scheduling of shifts for that employee will be according to seniority by classification within the Department.
- 26:05 (a) An employee to be recalled shall be notified by registered mail to their last known address. A copy of this notice shall be sent to the Union as well.

- (b) Such employee shall have three (3) days to report and advise the Employer of their intent to report to work.
- (c) If an employee is recalled but cannot report for work due to illness or injury on the day specified but is able to report within sixty (60) days of that date, accommodation shall be granted as per Article 27 of the Collective Agreement provided satisfactory medical evidence confirming the illness or injury is provided to the Employer.
- (d) If an employee is recalled but cannot report for work due to illness or injury within sixty (60) days of the day specified, then the next senior employee shall be entitled to recall and the ill or injured employee shall retain their seniority position and shall be returned for work upon providing medical evidence of fit to return to regular or modified duties provided satisfactory medical evidence confirming the illness or injury is provided to the Employer.
- (e) Recalled employees are subject to Article 6:07 (f).

26:06 An Employment Insurance (E.I.) Record of Employment form will be furnished to a laid off employee within seven (7) days following the date of layoff.

26:07 Benefits on Layoff

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium costs of a benefit or benefits for up to twelve months (12) following the end of the month in which the layoff occurs. Such payment can be made through the Human Resources Department of the Hospital provided that the employee informs the Hospital of his or her intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payment schedule.

26:08 Severance and Retirement Options

In the event of a layoff affecting the permanent reduction of bargaining unit positions, the parties agree that they will meet to identify the number of positions within a classification that will be eliminated as a result of the layoff. The Hospital is not required to make early retirement options available beyond the identified affected classification(s) and this Article will not apply on subsequent displacements, if any.

For the sake of clarity these severance allowance provisions do not apply to layoffs resulting from internal reorganization where there is no reduction of either full time or part time positions in the bargaining unit.

The parties agree that where there is a permanent reduction of positions, employees affected will be entitled to the following options.

- (a) Where an employee resigns effective within thirty (30) days after receiving notice of layoff pursuant to Article 26:01 (a) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12)

months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000.00).

- (b) Prior to issuing notice of layoff pursuant to Article 26:01 (a) to employees in the affected classification in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of active employees eligible for early retirement under HOOPP within the affected classification(s) in order of seniority to the extent that the maximum number of employees within an affected classification who elect early retirement is equivalent to the number of employees whose positions have been eliminated within the affected classification.

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long term nature in the affected classification may retire provided that the employee is eligible to retire under the terms of the Healthcare of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of two (2) weeks' pay for each year of service with the Hospital to a maximum of twenty-six (26) weeks on the basis of the employee's normal weekly earnings. In addition, full time employees will receive a lump sum payment equal to one thousand dollars (\$1,000.00) for every year less than age sixty-five (65), to a maximum of five thousand dollars (\$5,000.00).

*Note: The Hospital may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.*

#### 26.09 Temporary Service Reduction

When the Hospital intends to reduce services in whole or in part for up to two (2) consecutive weeks at a time, e.g. over Christmas, March break, Summer shutdown, etc., the Union shall be provided with written notification so far in advance as possible. Such notification shall be no less than four (4) weeks prior to the effective date of the shutdown. In January of each year, the employer will provide staff and the union the schedule of planned / scheduled downtime for the year where it is known. In addition, employees in their respective Departments will be informed of the staffing implications so they may schedule vacation, take unpaid leave of absence or request a temporary transfer to another department.

Temporary Service reductions will not be considered a "layoff" for the purpose of exercising bumping rights, however, the Hospital will make every reasonable effort to ensure that those who wish to continue working will be afforded such an opportunity by aligning employees who wish to work with other employees in the same classification who would be willing to take time off so that both could be accommodated by a temporary transfer. If an employee is required to accept an unpaid leave of absence during a temporary service reduction, a Record of Employment indicating "a shortage of work" will be provided in accordance with the Employment Standards Act if requested. The language shall apply to the Withdrawal Management Services, Gambling/Gaming Addictions Support Worker Services, and Dietary Retail Services.



## **ARTICLE 27 - MODIFIED WORK PROGRAM**

27:01 The Employer and the Union agree to support the principle of prompt rehabilitation and return to work of injured workers. Further, the parties agree to comply with the return to work provisions described under section 40, 41, and 42 of the Workplace Safety and Insurance Act (as amended from time to time). The process as outlined will apply to non-occupational injuries/illness in compliance with the obligations to accommodate employees under the Human Rights Code. Consequently, the following Modified Work Program will apply:

1. Once a claim is established with, and approved by the Workplace Safety & Insurance Board (W.S.I.B.), it will be monitored by the Hospital.
2. Where there is a reasonable possibility that the person may be able to return to work on modified duties, a Physical Demands Analysis will be completed for the injured worker's job (unless it has been done for another case) and forwarded to the treating physician(s) along with a request to consider the worker as a candidate for modified work.
3. Upon a positive reply from the treating physician(s), a Modified Work Plan (MWP) will be developed by the injured worker's supervisor in consultation with the worker (with Union Representation) and other qualified personnel as necessary. The MWP will indicate the applicable restrictions and the expected length of rehabilitation. The MWP will be signed by the injured worker, his/her supervisor, and the Union Health and Safety Representative.
4. If, during the course of rehabilitation, the worker is experiencing increased discomfort, the MWP will be adjusted or discontinued so as not to harm the worker. There is a positive duty upon the worker to inform the Employer if he or she is experiencing discomfort.
5. It is understood that the Health and Safety Representative of the Union may accompany the worker to any meetings if the injured worker so desires.
6. The MWP will continue until the worker returns to full duties or is no longer making progress toward returning to full duties, whichever comes first.
7. The injured worker will receive full wages and benefits while on the Program.
8. Specific elements of this Program may change from time to time to accommodate changing policies or legislation in which case the Union will be consulted.

## **ARTICLE 28 - OCCUPATIONAL HEALTH AND SAFETY**

28:01 The Employer and the Union agree to abide by the provisions of the Occupational Health and Safety Act and its Healthcare regulations.

## **ARTICLE 29 - CONTRACTING OUT**

29:01 (a) The Union will be advised in writing by the Hospital whenever any services have been contracted out which are normally performed by members of the bargaining unit.

- (b) The employer shall not contract out any work normally performed by members of the bargaining unit, if as a result of such contracting out, a layoff of any bargaining unit members results from such contracting out.
- (c) Notwithstanding the foregoing, the Hospital may contract out work usually performed by members of the bargaining unit without such contracting out constituting a breach of this provision if the Hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent contractor, agrees:
  - (i) to employ the employees thus displaced from the Hospital; and
  - (ii) in doing so to stand, with respect to that work, in the place of the Hospital for the purposes of the Hospital's Collective Agreement with the Union, and to execute an Agreement with the Union to that effect.

**29:02 Contracting Out**

On request by the Union, the Hospital, along with a representative of the Union, will undertake to review specified contracted services which fall within the work of the Bargaining Unit and which may be subject to expiry and open for renegotiation within six (6) months. The purpose of the review will be to determine the practicality and cost effectiveness of increasing the degree to which Bargaining Unit employees may be utilized to deliver such services in the future. The Hospital further agrees to provide the results of the review to the Union.

**ARTICLE 30 - TECHNOLOGICAL CHANGE**

- 30:01(a) Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee, the Employer undertakes to meet with the Union prior to implementation, to consider the minimizing of adverse effects (if any) upon the employees.
- (b) Where new or greater skills are required than are already possessed by the affected employees under the present methods of operation, such employees shall be given a period of training during which they may perfect or acquire the skills necessitated by the new method of operation. After such training period, should an affected employee not acquire the skills necessary to perform the new method of operation, the parties shall hereby meet to discuss the relocation of the affected employee. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible.

**ARTICLE 31 - WORK OF THE BARGAINING UNIT**

31:01 It is agreed that nobody excluded from the bargaining unit shall perform any duties or work within the bargaining unit except for the purpose of instruction or in cases of emergency beyond the control of the Employer.

## **ARTICLE 32 - EDUCATIONAL ASSISTANCE**

32:01 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

## **ARTICLE 33 - UNION/MANAGEMENT COMMITTEE**

33:01 The parties hereby recognize and mutually agree that there are at times matters, not necessarily covered by this collective agreement, that would be beneficial if discussed through a Union/Management Committee. The Committee shall be comprised of an equal number of representatives, who shall meet at a time and place mutually agreed upon. A request by either party for a meeting hereunder, will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda or matters proposed to be discussed.

## **ARTICLE 34 - GENERAL**

34:01 The Employer agrees to provide one (1) locked bulletin board for each site, including Detox to be centrally located and accessible to all employees for posting of notices of Union activities. Such notices shall be submitted by the Chairperson to the office of the Director of Human Resources for approval.

34:02 When an employee is retiring, the Employer will arrange a meeting three (3) months prior to such retirement date to prepare the necessary forms.

34:03 It is agreed that the Hospital shall be entitled to retain one hundred percent (100%) of any unemployment insurance premium reduction or rebate toward offsetting the cost of benefits provided by this Agreement.

34:04 Whenever the singular or masculine is used throughout this Agreement, they shall be construed as meaning the plural, feminine or neuter gender where the context or the parties hereto so require.

34:05 The parties agree to share equally the cost of printing this Collective Agreement in booklet form.

## **ARTICLE 35 - RETROACTIVITY**

35:01 Retroactivity shall be paid for all hours paid by the Employer to all employees on the payroll as of the expiry of the previous Agreement, and to all new employees hired since the expiry date on the basis of the negotiated/arbitrated wage rate. Retroactivity shall be paid within three (3) pay periods (bi-weekly) following ratification by both parties, by separate cheque or a separate Income Tax calculation.

If an employee had terminated their employment since the expiry date of the previous Agreement, the Employer shall advise the employee by notice in writing to the last known address on the records of the Employer, and the employee shall have thirty (30) days from the posting within which to claim for payment due. A copy of such letters shall be sent to the Chairperson. Failing claim of payment, the Employer shall not be further obligated for payment to such employee.

## **ARTICLE 36 - DURATION AND TERMINATION**

36:01 This Agreement shall be effective from April 1<sup>st</sup>, 2022, to March 31<sup>st</sup>, 2024 and shall continue in full force and effect until a new agreement is reached either during the course of negotiations, conciliation or arbitration proceedings, as required by the laws of the Province.

36:02 In the event that either party gives written notice to amend the Agreement or make a new Agreement within ninety (90) days prior to the 31<sup>st</sup> day of March, 2024, negotiations shall commence not later than fourteen (14) days after the date of such written notice. Such notice shall, as far as possible, list the subject matter of the proposed amendments or revisions but the parties shall have the right to alter said list before and during negotiations.

### **LETTER OF UNDERSTANDING #1 – RE: VIOLENCE AGAINST WOMEN**

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e., doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the employer, the union and the affected employees and will not be utilized by the Union or the employer to subvert the application or otherwise appropriate disciplinary measures. Such information will be treated in a confidential manner by the employer and the union unless required by law to report.

Further, the parties agree to recognize one (1) Women's Advocate who shall be a female Unifor member who can be called upon to meet with members who are experiencing a domestic abuse situation as required, discuss problems with them and make necessary referrals. The Hospital agrees to provide a confidential phone line that employees can access to contact the Women's Advocate and a private room in which to meet. The Union will fund the training registration fee and the Hospital will fund up to three (3) days' pay for such advocate to be trained. The balance of which will be paid by the Unifor. Travel and lodging expenses will be reimbursed, on receipt, up to a maximum of two hundred, fifty dollars (\$250.00) per day of training, to a maximum of three (3) days. The Hospital reserves the right to approve any such training program.

### **LETTER OF UNDERSTANDING #2 – RE: PAID EDUCATION LEAVE (P.E.L.)**

The Hospital agrees to an annual payment of one thousand, one hundred dollar (\$1,100.00) payable to the union.

### **LETTER OF UNDERSTANDING #3 – RE: VACATION CARRYOVER**

Both the Union and the Employer agree that all employees will make every effort to utilize their full vacation in the year it occurs. Any employee who has not used their full vacation entitlement will meet with the appropriate manager and union representative within sixty (60) days prior to ~~of~~ the end of the vacation year for the purpose of arranging mutually agreed vacation time, or an agreed carryover of vacation.

## **LETTER OF UNDERSTANDING #4 – RE: INVESTIGATION OF ALLEGED PATIENT/RESIDENT ABUSE**

The parties agree that the abuse of patients/residents will not be tolerated and that patients/residents have a right to an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of alleged abuse. Where an employee is required to leave the workplace while an investigation is carried out in response to a complaint, such time will be with pay for all scheduled hours lost as a result of the absence.

The employer agrees that when an employee is sent home with pay pending investigation a union committeeperson will be present if one is on site. If there is no union committeeperson on site, they will be notified no later than the next business day.

All investigations will be completed as quickly as possible. Where interviews of witnesses who are members of the bargaining unit are conducted by the employer, a union committeeperson will be present, unless expressly refused by the witness.

If the employer investigation leads to discipline of an employee for any type of abuse, the nature of that abuse, along with the facts surrounding the abuse will be outlined to the employee in writing and to the union chairperson. The union chairperson shall be given a list of all witnesses whom the employer interviewed during the investigation, including any whose interview may not have been relied on in determining the abuse, or any bargaining unit member who may have refused to have a union committeeperson present for the interview.

The parties will work to ensure there is no retribution when an employee reports the abuse of a patient/resident by another employee. The union further agrees to work with the employer to promote an abuse free environment for all patients.

## **LETTER OF UNDERSTANDING #5 - RE: PART TIME CALCULATION OF SICK BENEFITS**

WHEREAS the part time staff of the Withdrawal Management department and Gambling/Gaming Addictions Support department are permitted to regularly work shifts in both their home department as well as pick up shifts in the other department. Essentially they have the ability to cross classifications to pick up shifts in their non-home department.

AND WHEREAS the Hospital and the Union agree that the application of sick days from an employee sick bank should be representative of the average hours the employee would have worked should they not be on a sick leave. Where employees were equalized based on their home department only, this was not being accomplished.

AS SUCH ALL PARTIES AGREE TO THE FOLLOWING:

- 1) This agreement shall be solely applied to part time employees in the classification(s) of i) Gambling/Gaming Addictions Support Worker; and: ii) Chemical Dependency Counsellor
- 2) Where an employee as outlined above is on a medical leave of absence and sick leave credits are available in the employees sick bank, they shall be applied based on the average hours worked by that employee in the preceding eight (8) week period of time (4 pay periods). For clarity this average is to entail all hours worked on the posted schedule

- in the home department, as well as any hours worked within the other classification during the time frame referenced.
- 3) This process shall be uniformly applied as outlined above for all part time employees within the classifications outlined above.
  - 4) All exceptions made in this agreement are made on a without prejudice and without precedent basis.
  - 5) This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
  - 6) All parties agree that this agreement will not be subject to grievance or arbitration, and that all current matters are resolved with the signing of this agreement.

***LETTER OF UNDERSTANDING #6 – RE: PROTECTING A SUSTAINABLE PUBLIC SECTOR FOR FUTURE GENERATIONS ACT, 2019 (BILL 124)***

In the event that Protecting a Sustainable Public Sector for Future Generations Act, 2019 (Bill 124) is declared unconstitutional, in whole or in part, or is otherwise repealed, amended or rendered inoperative, the parties agree to return to the bargaining table to renegotiate all additional issues affected by Bill 125 including any retroactive adjustments. Whereas, and further to this, the parties recognize that:

- (a) The wage rates and compensation increases bargained reflect the maximum increases in rates of pay allowance under the Act;
- (b) That the rates were imposed on the Union because of the wage restraint legislation and were not freely collectively bargained; and
- (c) But for legislation, the Union would not have agreed to such rates.

***LETTER OF UNDERSTANDING #7 – RE: MENTAL HEALTH/HEALTH & SAFETY***

The parties agree that a psychologically healthy work environment is a desirable objective for both the Hospital and its employees. The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace. This will be a standing discussion item on the Labour Management agenda.

***LETTER OF UNDERSTANDING #8 – RE: RACIAL JUSTICE ADVOCATE***

In recognition of societal racism, the company agrees to identify a racial justice advocate at each facility covered by the collective agreement. A Racial Justice Advocate will be an individual who identifies as a member of the Black, Indigenous or racialized community. The Local Union President will be responsible for the selection of the facility Racial Justice Advocate. A Racial

Justice Advocate is a workplace representative who will assist and provide support for Black, Indigenous and racialized people and concerns such as racial discrimination and racial violence.

The role of the Racial Justice Advocate in the workplace will include to:

- Listen
- Provide support to Black, Indigenous and racialized members
- Assist with racial justice initiatives
- Promote access to community culturally appropriate services
- Work with facility leadership to develop, implement and monitor an Anti-Racism Action Plan
- Network with coalition partners

Should the Racial Justice Advocate require time off the job in order to fulfill his/her duties, the Union will review the request and, if in agreement, will submit a leave of absence request prior to the requested leave for approval by the human resources department. Such approval shall not be unreasonably withheld.

SIGNED THIS 3<sup>rd</sup> DAY OF Jan., 202~~2~~<sup>3</sup>.

HOTEL DIEU GRACE HEALTHCARE

UNIFOR AND ITS LOCAL 2458

Shari M. Green  
B. Mayville

B. Mills  
D. Sun  
K. P.  
A. Y.

**SCHEDULE "A" – CLASSIFICATIONS AND WAGE RATES**

<b>Title</b>	<b>Effective Date</b>	<b>% Increase</b>	<b>Start</b>	<b>832 Hours</b>	<b>1664 Hours</b>
Security Guard	July 1, 2019	1%	\$21.9159	\$22.4823	\$23.0409
	April 1, 2022	1%	\$22.1714	\$22.7071	\$23.2713
	April 1, 2023	1%	\$22.3931	\$22.9342	\$23.5040
	April 1, 2023	2.65%	\$22.9866	\$23.5420	\$24.1269