



COLLECTIVE AGREEMENT

BETWEEN:

HÔTEL-DIEU GRACE HEALTHCARE

(Hereinafter referred to as the "Hospital")

OF THE FIRST PART

- and -

UFCW Canada Local 333

(Hereinafter referred to as the "Union")

OF THE SECOND PART

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ARTICLE 1- PURPOSE

- 1.01 The general purpose of the Agreement between the Hospital and the Union is to establish and maintain:
- (a) orderly collective bargaining relations;
 - (b) a procedure for the prompt and equitable handling of grievances;
 - (c) satisfactory working conditions, hours of work and wages, for all employees who are subject to the provisions of the Agreement, in recognition of the principle that an employee shall receive a fair day's pay for a fair day of work effort.

ARTICLE 2- RECOGNITION AND SCOPE AND DEFINITIONS

- 2.01 (a) The Hospital recognizes the Union as the sole and exclusive bargaining agent for all Security **Guards**, Hospital save and except supervisors and persons above the rank of supervisor.
- (b) The Hospital agrees that in the event that the Union is subsequently recognized or certified by the Ontario Labour Relations Board as the bargaining agent for additional bargaining units of the Hospital, those bargaining units will also automatically be covered by the terms and conditions of this Collective Agreement, and the Union and the Hospital shall immediately execute any documents necessary to give effect to this clause.
- 2.02 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.
- 2.03 Employees of the Hospital in supervisory positions are understood to be "patrol 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.

- 2.04 The Hospital at no time shall use contracting out in order to intentionally subvert the bargaining unit position. If the Union so claims, they will have the right to appeal to the Ontario Labour Relations Board for Arbitration under the relevant section of the Labour Relations Act as amended from time to time. The decision of the Arbitrator shall be final.

DEFINITIONS

1. “Designated holiday” means the twenty-four (24)-hour period commencing at 00:00 hours of a day designated as a holiday in this agreement.
2. “Working Day” means the calendar day commencing at 00:00 hours of a day to 23:59 hours of the same day.
3. “Calendar Day” means the twenty-four (24) hour period from 00:00 hours to 23:59 hours.
4. “Safety Footwear” means footwear designated by and meeting requirements of the Canada Standards Association (C.S.A.)
5. “Work Week” means the calendar week commencing the first day shift Sunday to the night shift Saturday.

NOTE: Wherever the male gender appears, it shall also intend to imply the female gender.

ARTICLE 3- NO DISCRIMINATION

- 3.01 The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of the employees' membership or non-membership in the Union or by reason of age, race, creed, colour, national origin, religious affiliation or sex, as such terms are defined in the Ontario Human Rights Code.
- 3.02 The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Hospital and job sites except by agreement with the Hospital.

ARTICLE 4- MANAGEMENT RIGHTS

- 4.01 Except, and to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Hospital and remain exclusively and without limitation within the rights of the Hospital and its management. There shall be no attempt by either party or an Arbitrator or a Board of Arbitration to read into the provisions of this Agreement a principle or authority whereby the process of collective bargaining has in any way usurped the rights of management. Without limiting the generality of the foregoing, the Hospital's exclusive rights, power and authority shall include but shall not be confined to:
- (a) the right: to plan, direct, control and alter all operations; to designate, establish, revise or discontinue departments, to select and retain employees for positions excluded from the bargaining unit, subject to the express terms of the Collective Bargaining Agreement;
 - (b) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees; hire, transfer, which includes deployment for any reason to an alternative location/site, promote, demote, classify, assign duties, lay off, retire,

recall, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause or has been dealt with contrary to the provisions of this Agreement may be the subject of a grievance and dealt with as hereinafter provided;

- (c) the right: to determine the location and extent of the operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces, the services to be provided; the description of jobs; the subcontracting of work; the schedule of hours of work and of production; the number of shifts; the requirement of medical examinations at the Hospital's expense by a physician designated or approved by it; the qualification of employees; the use of improved methods; whether there shall be overtime and who shall perform such work; the number of employees needed by the Hospital at any time and how many shall work on any job; the number of hours to be worked; starting and quitting time period and generally, the right to manage the enterprise and its business without interference are solely and exclusively the right of the Hospital.

- 4.02 Where the rights, power and authority itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided for therein.
- 4.03 In addition to existing rules and regulations, the Hospital shall have the right from time to time to make such rules and regulations as it may deem necessary and advisable and all employees shall be obliged to comply with such rules and regulations. Prior to the implementation of a new rule or regulation affecting employees, the Hospital shall notify the Union of such new or modified rule or regulation and shall upon request discuss the matter with the Union.

ARTICLE 5- UNION SECURITY AND DUES

- 5.01 The Hospital agrees to deduct Union dues from the first pay checks of each employee every month.
- 5.02 The Union dues deducted will be a fixed dollar amount per pay which amount the Union will certify to the Hospital to be currently in effect according to the Union's constitution. The required deductions shall be made for each pay period and shall be remitted by the end of the month in which such deductions are made to the designated Guard of the Union. The deductions shall be accompanied by an alphabetical check-off list which will provide each employee's name, current address and social insurance number and any known email address. The Union shall advise the Hospital of the name, position and address of the aforementioned designated Guard and its failure to do so shall relieve the Hospital of its obligation to remit the deductions herein provided for until the Hospital is so advised.
- 5.03 The Union agrees to defend and hold the Hospital completely harmless against all claims and demands should any person at any time contend or claim that the Hospital has acted wrongfully or illegally in making the aforementioned deduction for Union dues.
- 5.04 The Hospital will not be responsible for the collection of any dues where because of any absence from work, the employee has no earnings from which the dues are required to be deducted.
- 5.05 The Hospital agrees to make every effort to provide email addresses of the employees on the monthly dues report.
- 5.06 In the event the Hospital is unable to provide the email addresses monthly the Hospital agrees to provide any and all email addresses they have upon request of the Union.
- 5.07 An employee in the bargaining unit described in paragraph 2.01 shall become and remain a member in good standing of the Union as a condition of continued employment, upon the completion of his probationary period.

- 5.08 The Hospital shall deduct from the earnings of each employee who has completed the probationary period such initiation fee as the Union may prescribe from time to time by its constitution or by-laws. The Union will give the Hospital written notice of the amount of such initiation fee and, unless the Hospital is so notified, the Hospital is under no obligation to deduct such initiation fee.
- 5.09 The Hospital shall show the yearly union dues deductions on the employees' T-4 slip.
- 5.10 The Hospital will permit pre-arranged review of the Hospital's current sites, including the hours of work for the site operation, and telephone numbers to contact each site for verification purposes of the President of the Union or his designate, in the presence of the Hospital's Security Manager or his designate. Such access is limited to normal business hours at the Hospital. At least forty-eight (48) hours' notice will be given.

ARTICLE 6- STRIKES AND LOCKOUTS

- 6.01 The parties having entered into this Collective Agreement in mutual good faith, the Hospital agrees there will be no lockout and the Union agrees there will be no strike, picketing, slow down or other concerted activity either complete or partial which could interfere with or restrict production during the term of this Agreement.

ARTICLE 7- REPRESENTATION

- 7.01 The Hospital recognizes the right of the Union to elect or appoint one (1) Steward for every fifty (50) members for the purpose of assisting other employees in the processing or presentation of grievances. The Stewards must have completed their probationary period. The Union shall at all times keep the Hospital notified in writing of the names of the employees who are acting in the capacity of Stewards. The Stewards shall deal with any grievance arising under this Agreement.

- 7.02 It is understood that the Steward will have to do the work assigned to him by the Hospital, and if it is necessary that he investigate a grievance during working hours, he will not leave his work before obtaining the permission of the supervisor in charge. When returning to his regular work, he will report himself to the supervisor, and if he is requested to do so, will give an explanation as to his absence and its length. If these conditions are met, the Hospital agrees that he will not lose pay in such circumstances. It is understood that whenever possible, the Steward will take care of grievances outside of his working hours, in order not to impede the production of his department however where a Steward is required to remain after the conclusion of his shift, he shall be paid for up to one (1) hour at his regular straight time hourly rate. The Hospital shall schedule and pay the Steward s three (3) days per calendar year as required to attend the Hospital's operations offices for the administration of Union duties.
- 7.03 The Union will, within fifteen (15) days after the date of signing of this Agreement, notify the Hospital, in writing, of the names of the Stewards. The Union will inform the Hospital, in writing, within ten (10) days when any change will take place in the Stewards. Upon notification the Hospital shall post the Steward's Name and contact number on the Union bulletin board in the Hospital's operation office. No Steward will be recognized by the Hospital unless the above procedure is carried out and no Steward shall be appointed or elected unless he has completed the probationary period.
- 7.04 A business agent of the Union, identified to the Hospital, in writing, wishing to discuss matters on Hospital premises with Hospital Representatives or with employees will, whenever practical, provide prior notice to the Hospital. When prior notice is not possible, the business agent shall, upon entering the premises, notify the appropriate Hospital Official.
- 7.05 The Hospital will compensate Steward at their regular straight time hourly rate of pay for time spent in grievance meetings or up to one (1) Stewards to attend Labour Management meetings with the Hospital.

- 7.06 Prior to any “disciplinary” meetings held by the Hospital, the Hospital shall inform the employee of his right to Union representation. The Hospital shall contact a steward prior to the commencement of any disciplinary meeting and shall arrange for the steward to be present for the meeting. Upon completion of any disciplinary action the Hospital will allow the employee up to a further forty-five (45) minutes to confer with a representative.
- 7.07 The Hospital will distribute to all new employees, the phone number to the Union Office including the toll free number as well as a copy of the current Collective Agreement and Benefit Enrolment Cards. The Union Steward shall be given time during orientation of new employees to speak to any new bargaining unit members to introduce themselves and answer any questions the new employee may have regarding membership in UFCW.

ARTICLE 8- GRIEVANCE PROCEDURE

- 8.01 i) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. Accordingly, no grievance shall be arbitrable where the circumstances giving rise to it occurred or originated more than five (5) working days before the filing of the grievance.
- (ii) It is understood that the Hospital may bring forward, at any time, any complaint with respect to the conduct of the Union, its Guards, Stewards, Committeemen or members and that, if such complaint by the Hospital is not settled to the mutual satisfaction of the conferring parties within seven (7) working days, it may be referred to arbitration in the same way as the grievance of any employee. It is understood that any complaint may be brought forward by any management official of the Hospital, including the Guard Inspector or his\her designate. The Grievance shall be delivered in writing to the President, Chief Steward or Secretary of the Union.

- 8.02 It is generally understood that an employee has no complaint or grievance until he, either directly or through the Union, has first given his appropriate Supervisor an opportunity to adjust the complaint.
- 8.03 If, after registering the complaint with the Supervisor and such complaint is not settled within two (2) regular working days or within any longer period which may have been agreed to by the parties, then the following Steps of the Grievance Procedure may be invoked:

Step 1:

The grievance shall be submitted in writing either directly or through the Union to the Hospital Designate within five (5) working days of the circumstances giving rise to the grievance. The Hospital Designate shall hold a meeting with the employee and Steward within a further five (5) working days and shall communicate his position to the employee within three (3) working days of such meeting.

Step 2:

If the matter is not settled, then within three (3) working days of the Hospital Designate's reply, the Union Staff Representative may request a meeting with the President or his Designate. In such case the meeting shall be held between the Hospital Representative(s) and the Union Staff Representative and Union Steward involved as soon as practicably possible, but not later than two (2) weeks after the Hospital receives notification from the Union that such meeting is desired. If the matter is not disposed of at such meeting, and if the Union wishes to proceed to arbitration, the Union shall, within ten (10) days of the date of such meeting, but not thereafter, deliver to the Hospital a notice in writing stating that it wishes to take the matter to arbitration. The notice to arbitrate shall contain the name and address of the Union's proposed Arbitrators and the remedy sought. Thereafter the parties shall confer to select an agreeable Arbitrator.

8.04 **Reprimands**

The Hospital agrees to not rely on reprimands and warnings from an employee's file after a twenty-four (24) month period has elapsed, provided that the employee has kept his/her record free from any incidents giving rise to such reprimands and warnings.

8.05 **Discharge**

A claim by an employee other than a probationary employee that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the President or his Designate within five (5) working days after the employee ceases to work for the Hospital.

Such special grievance may be settled by:

- i) confirming the Management's action to discharge or suspend the employee, or
- ii) reinstating the employee with full seniority and compensation for lost wages and benefits, or
- iii) any other arrangement, which in the opinion of the conferring parties, or the Arbitrator, is just and equitable.

8.06 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.

- (a) Mediation will commence within twenty-one (21) calendar days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (b) 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.
- (c) The parties shall agree on a mediator.
- (d) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made.
- (e) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the mediation.

- (f) The Mediator will have the authority to meet separately with either party.
- (g) 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.
- (h) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 9- ARBITRATION

- 9.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties after properly exhausting all Steps of the Grievance Procedure set forth in this Agreement, may notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the first party's suggestions for an impartial Arbitrator. The recipient of the notice shall within ten (10) working days inform the other party of the name of its suggestions. If the recipient of the notice fails to suggest an Arbitrator or if the parties fail to agree upon an Arbitrator within the time limit, the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either party. The Arbitrator will hear and determine the difference or the allegation, shall issue a decision and the decision is final and binding upon the parties and upon the Hospital and any employee affected by it.
- 9.02 The Arbitrator shall not be authorized to make any decision which is contrary to, or inconsistent with, the provisions of this Agreement, nor to deal with any matter which is

not covered by this Agreement. The decision of the Board of Arbitration or a majority thereof constituted in the above manner shall be binding on both parties.

- 9.03 The compensation and expenses of the Arbitrator shall in all cases be borne equally by the Hospital and Union.

ARTICLE 10- PROBATIONARY EMPLOYEES

- 10.01 A full time employee will be considered as a probationary employee for his first ninety (90) working days of employment, and a part time employee will be considered as a probationary employee for his first four hundred and fifty (450) hours worked. Probationary employees will have no seniority rights during the probationary period. After completion of his probationary period, the employee's seniority shall date from his most recent date of hire.

With the written consent of the Employer, the probationary employee, and the Chief Steward, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least seven (7) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional two (2) months' continuous employment and, where requested, the Employer will advise the employee and the Union of the basis of such requested extension.

- 10.02 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 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 11- SENIORITY

11.01 A separate seniority list for full-time and part-time employees shall be submitted to the Union and posted on the Hospital intranet in the months of January and June in each year. The seniority lists shall show each employee's date of hire with the Employer, name, and classification, seniority date for full-time employees and seniority hours for part-time and casual employees.

11.02 An employee's seniority shall be based on his/her date of hire.

11.03 Seniority of full time employees shall be considered greater than that of part time employees regardless of date of hire.

11.04 An employee's seniority will be lost and the employee shall be deemed terminated if he:

- (a) quits the employ of the Hospital for any reason;
- (b) is discharged and is not reinstated through the Grievance Procedure or Arbitration;
- (c) is laid off for a continuous period exceeding the length of his seniority at the time of lay-off or a period exceeding twelve (12) months, whichever comes first;
- (d) fails to return to work within five (5) working days of being notified of recall. An employee shall be deemed to be notified of recall on the second (2nd) day following the posting of a registered letter to that effect addressed to the employee's most recent address on the Hospital's files;

NOTE: It shall be the responsibility of the employee to keep the Hospital informed of his current address and telephone number.

- (e) fails to return to work on the first scheduled day following the expiration of an authorized leave of absence, unless he has a satisfactory reason; or

utilizes a leave of absence for purposes other than those for which the leave of absence was granted;

- (f) is absent for three (3) consecutive working days without notifying the Hospital or is absent for this period without a satisfactory reason;
- (g) is continuously absent due to illness or injury in excess of fifty-two (52) weeks; or
- (h) retires or is retired.
- (i) fails to maintain the Provincially required security licence or allows it to lapse for a period in excess of thirty (30) days.

11.05 In the cases of increases or decreases in the work force, senior employees shall be entitled to preference over junior employees provided that the senior employee has the ability and qualifications to perform the available work. Seniority rights shall not be exercised however, to displace an employee in a higher-rated classification. It is agreed that probationary employees will be laid off first.

11.06 In regard to any claim by an employee that he maintain seniority during a period of personal illness (subject to Article 11.02(g)), it is understood that the Hospital shall have the right to require any employee affected to provide a satisfactory medical certificate however the Hospital shall pay the cost of any such medical evidence.

11.07 It shall be the duty of employees to notify the Hospital promptly in writing of any change in their address. If an employee shall fail to do this, the Hospital will not be responsible for failure of any notice to reach such employee.

11.08 **i)** The parties agree that the nature of the security services business requires the Hospital to transfer employees from one location to another. In the event the Hospital transfers an employee for any reason, the Hospital shall provide the full-time employee with a written explanation for the decision to remove the individual from a permanent site. The Hospital may use a form letter with check box options for their decision. In the event that the

Hospital opts to use client preference as the reason for the transfer or site removal, they shall allow the business agent and shop steward where the business agent is not available to view the written evidence of the client's request.

11.09 In all cases of promotion and demotions, the following factors shall be considered:

- i) Seniority; skill, competence and ability.
- ii) Where the factors are relatively equal, seniority shall govern provided the employees have the qualifications to perform the work in question.

ARTICLE 12- JOB POSTING

12.01 i) In the event that a new job is created or a permanent vacancy occurs in an existing job, the Hospital will post the position for a period of five (5) working days in order to allow seniority employees interested to apply in writing. In addition the Hospital will provide a copy of the job postings to the Union via e mail, for posting on the UFCW website.

ii) Job postings shall contain a detailed description of the qualifications, duties and pay rate for the job being posted.

12.02 In the event that two (2) or more employees apply, the Hospital shall use seniority as the governing factor where the skill, qualifications, merit and ability of the applicants are relatively equal in the Hospital's judgement. If no applications are received from employees who the Hospital considers are qualified, the Hospital shall have the right to hire from outside the bargaining unit.

12.03 (a) The Hospital will advise all applicants to a posting, in writing, if they have or have not been successful on a posting.

(b) Upon expiry of the posting, the Hospital shall send a copy of the signed posting to the local shop steward.

- 12.04 It is agreed that successful applicants for a posting shall not be permitted to reapply for another job for a period of two (2) months without Hospital approval.
- 12.05 The Hospital shall have the right to remove a successful applicant for a job within the first thirty (30) days if he is unable to properly perform the job.
- 12.06 The job posting procedure provided for herein shall apply only to the original vacancy, and not to any subsequent vacancies created by the filling of the original vacancy.
- 12.07 The Hospital shall include a reasonable description of job duties on each job posting.

ARTICLE 13- LEAVE OF ABSENCE

- 13.01 The Hospital may grant a leave of absence without pay, for up to a maximum three (3) months. The employee must put their request in writing and submit the request a minimum of four (4) weeks before the requested leave. Management may approve the leave if it does not unreasonably interfere with the efficient operation of the business. Employees will be entitled to one (1) such leave for the duration of the collective agreement.
- 13.02 Any permission for leave of absence must be given in writing. The Hospital will give such permission within seven (7) business days of receiving the Employee's written request. The Employee shall continue to accumulate seniority during the period of such authorized leave.
- 13.03 The Steward shall be granted unpaid leave of absence without loss of seniority to attend conventions or other official Union business. Such leaves shall be limited to ten (10) working days per contract. Leave shall be granted provided that written request for it is made at least seven (7) days prior to the start of such leave and provided that the leave does not interfere with the Hospital's operations.

- 13.04 Leave of absence without pay will be granted for a period of up to one (1) year to an employee in order that he may engage in full-time activity with the Union. If requested, such leave of absence will be extended from year to year. Should the employee wish to conclude his leave of absence prior to the agreed expiry of the leave, he will provide three (3) weeks notice to the Hospital before returning to work.

ARTICLE 14- HOURS AND LOCATION OF WORK

- 14.01 (a) Overtime at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay to all employees who work in excess of eight (8) hours per day. Overtime at the rate of one and one-half (1-1/2) times the employee's straight-time hourly rate of pay will be paid after forty (40) hours per week."
- (b) The Hospital shall make every effort to ensure that full-time employees are offered not less than forty (40) hours per week.
- 14.02 The Union and the employees recognize that the nature of the Hospital's operations frequently requires overtime work to be performed. Overtime work assignments shall be offered within the location order of seniority.
- 14.03 It is agreed that there shall be no pyramiding or duplication of overtime or premium or statutory holiday pay rates under this Agreement. Where two (2) or more premium pay provisions are applicable, only the greater provision shall be paid.

Suspensions

- 14.04 Nothing in this article shall be construed to prevent the Hospital from suspending and/or holding an employee out of service pending an investigation or disciplinary meeting. . During the investigation period the employee will not incur loss of pay unless the results of the investigation results in suspension. Loss of pay that exceeds an assigned suspension penalty will be returned to the employee.

Responsibility Pay

14.05 Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, he shall be paid a premium one dollar per hour for the duration of the assignment.

Miscellaneous

14.06 If an employee's relief is late, the Hospital shall make every effort to ensure an alternate relief will be on site no later than one (1) hour after the end of the regular scheduled shift. It is understood that an employee cannot leave his post until his replacement has reported to work.

14.07 In the event the Hospital is unable to fill an Ad Hoc shift through the voluntary call-in process, the least senior guard capable of performing the work may be compelled to attend and to work said shift.

ARTICLE 15- PAID HOLIDAYS

15.01 For the purposes of this Agreement the following days will be recognized as holidays):

| | |
|---------------|------------------|
| New Years Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |

(b) The Hospital shall pay all full-time seniority employees a regular shift pay on August Civic Holiday.

15.02 (a) The Hospital will pay each active full-time employee who has completed his probationary period, his normal shift's pay at his regular hourly rate for each such holiday.

(b) The Hospital shall pay each part time seniority employee holiday pay calculated using the Employment Standards Act provisions for holiday pay.

15.03 If any of the above holidays fall within an employee's vacation period, the employee shall receive another day off with pay immediately following his vacation. The Hospital may agree to grant the lieu day off immediately preceding the vacation period or at another mutually agreeable time within thirty (30) days.

ARTICLE 16- PAID VACATIONS

16.01 An employee in the active employ of the Hospital shall be entitled to an annual paid vacation pay on the following basis:

- (a) Employees having less than one (1) year of service shall receive vacation pay, in accordance with the provisions of the Employment Standards Act.
- (b) An employee with more than twelve (12) months continuous service with the Hospital shall be entitled to two (2) weeks vacation at four percent (4%) of their gross earnings.
- (c) An employee with five (5) years or more of continuous service with the Hospital shall be entitled to three (3) weeks vacation at six percent (6%) of their gross earnings.
- (d) An employee with ten (10) years or more of continuous service with the Hospital shall be entitled to four (4) weeks vacation at eight percent (8%) of his gross earnings.
- (e) All employees, as of the date of ratification, that have achieved entitlement of five (5) weeks' vacation at (10%) of their gross earnings, shall be "grandfathered" and will continue to maintain this benefit.

Note: For the purpose of determining vacation entitlement "continuous service with the Hospital" for vacation entitlement, beyond ESA standards, it is credited on service with the Hospital and not prior service with another provider. The Hospital reserves the right, in consultation with the Union to waive this, at any time during the duration the agreement.

16.02 For the purposes of determining increased vacation entitlement, the appropriate date shall be the Guards' anniversary date of each year.

16.03 An employee who leaves the service of the Hospital shall be given the vacation pay to which he was entitled at the time he left the service of the Hospital.

16.04 Time off for vacation must be taken in accordance with provisions of ESA.

16.05 (a) Requests for vacation time shall be made in writing to the Security Manager/Supervisor at least fifteen (15) calendar days in advance of the start of the vacation. The Hospital will provide written confirmation of all vacation requests within five (5) business days of receiving the original vacation request.

(b) Employees may request up to two (2) time per year, vacation pay that is in excess of the ESA minimum requirement.

ARTICLE 17- HEALTH AND WELFARE

17.01 Effective ratification, the Hospital will contribute eighty cents (\$.80) plus RST, per employee for each hour worked into the Union's Health and Welfare Fund to a maximum of forty-four (44) hours per week. The Union is the sole administrator of all Health and Welfare monies.

Effective March 1, 2020 The Hospital will contribute eighty-five cents (\$.85) plus RST, per employee for each hour worked into the Union's Health and Welfare Fund to a maximum of forty-four (44) hours per week. The Union is the sole administrator of all Health and Welfare monies.

Effective March 1, 2021 The Hospital will contribute ninety cents (\$.90) plus RST, per employee for each hour worked into the Union's Health and Welfare Fund to a maximum of forty-four (44) hours per week. The Union is the sole administrator of all Health and Welfare monies.

17.02 Effective upon ratification the Hospital will contribute a total of twelve cents (\$.12) per hour worked to the Union Education Fund for each hour worked for both full-time and part-time employees.

Personal Emergency Leave (PEL) / Sick Leave

- 17.03 (a) Effective January 1, 2019, All full-time seniority employees who were employed with the Hospital prior to March 1, 2015 are entitled to a maximum of forty (40) hours PEL/Sick Leave per calendar year. All PEL/Sick Leave will be with pay and shall be based upon the employee's normal hours of work multiplied by his normal rate of pay. The PEL/Sick time shall not be cumulative from year to year.
- (b) Effective January 1, 2019, Full-time employees who have completed one (1) year of employment, with the Hospital, shall be entitled up to a maximum of thirty-two (32) hours PEL/ Sick leave per year. All PEL/Sick Leave will be with pay and shall be based upon the employee's normal hours of work multiplied by his normal rate of pay. The PEL/Sick time shall not be cumulative from year to year.
- (c) A full time employee may claim PEL, as per the standards set in ESA, for personal illness, injury or medical emergency. The Hospital maintains the right to request the necessary documents in the support of the PEL request and/or Sick Day.
- (d) Part-Time employees shall be granted Personal Emergency Leave, as per the ESA regulations.
- (e) All days paid under PEL/Sick Days will account toward the total ESA standards of 10 unpaid days per calendar year.

ARTICLE 18 – PENSION PLAN

18.01 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 19- PAY FOR INJURED EMPLOYEES

19.01 In the event that an employee is injured in the proper performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid his wages for the remainder of his shift.

In order to receive such payment, the employee must immediately report such injury to his manager and complete an Employee Incident Form on our electronic safety reporting system at the earliest possible time.

ARTICLE 20- CALL-IN PAY

20.01 When an employee is called back to work and comes back into work after the conclusion of his regular shift and he has left the Hospital premises, he shall receive a minimum of four (4) hours work or four (4) hours pay at his regular hourly rate.

20.02 If scheduled hours are taken away from an employee with less than twenty-four (24) hours notice, the employee shall be paid four (4) hours pay at the regular hourly.

ARTICLE 21- REPORTING PAY

21.01 An employee reporting for work at the commencement of his regularly scheduled shift, unless notified in advance not to do so, or unless he is returning to work without notice after an absence, shall receive four (4) hours work or four (4) hours pay at his regular hourly rate. This provision shall not apply when there is a lack of work due to a situation beyond the control of the Hospital.

ARTICLE 22- BEREAVEMENT LEAVE

22.01 In the event of the death of an employee's immediate family member (child, spouse, [Includes Common law spouse or same sex partner] father, mother, brother, sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents and grandchildren), the Hospital shall grant bereavement leave for the next four (4) scheduled working days for full time employees, and the next two (2) scheduled working days for part-time employees. If the employee has completed their probationary period of ninety (90) days this leave shall be with pay. Bereavement leave will normally commence on the day immediately following the death. Subject to approval of the Hospital, this leave may be deferred to include the funeral should the funeral not take place within the four days immediately following the death.

22.02 Employees may be granted a leave of absence without pay for one day (within 150 kms of the Employee's residence) to attend the funeral of a relative outside the immediate family. An additional day may be granted if the travel exceeds 150 kms from the Employee's residence.

ARTICLE 23- JURY DUTY AND CROWN WITNESS PAY

23.01 If an employee is called for jury duty or subpoenaed as a witness to give evidence on behalf of the Crown, he shall receive a regular day's pay for each day to a maximum of three (3) weeks he is absent from his scheduled work provided that he signs over to the Hospital any jury duty fee or witness money he has received from the Court, less any receipted meals.

23.02 If an employee is excused from jury or witness duty for one (1) or more scheduled work days due to Court adjournment or other reasons, the employee must report for work on his regularly scheduled shift.

ARTICLE 24- BULLETIN BOARD

24.01 The Hospital will provide a bulletin board with a lock in the Hospital's Operations Office and wherever possible at each work site for the convenience of the Union in posting notices of union activities. All such notices must be signed by an authorized Guard of the Union and submitted to the Manager and/or his authorized representative for approval before being posted.

ARTICLE 25- HEALTH AND SAFETY

- 25.01 (a) The Hospital shall continue to make all reasonable provisions for the safety and health of its employees during the hours of employment. The Union agrees to assist the Hospital in maintaining proper observation of all safety and health rules, and shall have the right to make recommendations to the Hospital respecting the safety and health of employees.
- (b) The Hospital will ensure that every employee is provided shelter, heat, clean, safe and operating toilet facilities, and accessibility to two-way communication on all sites. In the event that a site does not have a telephone the employee shall be provided alternate two-way communication Hospital.
- (c) The Union will assist in the nomination, election or appointment of members on the joint health and safety committee.
- (d) The Hospital will provide seniority employees with the following uniform items at no cost to the Employee.
- i) One 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) one 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.

- 25.02 (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 request 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 agrees 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.

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

25.04 The Hospital agrees to provide updated post orders at each site.

25.05 The Hospital shall provide, effective January 1, 2019, a shoe allowance for the purpose of providing one (1) pair of black polishable CSA approved safety footwear. Upon presentation of an original receipt up to a maximum of one hundred and seventy dollars (\$170.00) every thirty six (36) 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 12 months from receiving the shoe allowance they will be responsible for repayment of 50% of the purchase price.

25.06 No employee shall be required to salt and/or shovel snow beyond the immediate doorway area or where required to ensure the employee's personal safety and the immediate safety of others

ARTICLE 26- HARASSMENT

26.01 The Hospital and the Union recognize that each individual has the right to work in an atmosphere free from harassment. Harassment whether verbal or physical, is degrading and will not be tolerated.

A grievance under this clause will be handled with all possible confidentiality. In settling the grievance, every effort will be made to discipline and relocate the harasser, not the victim.

ARTICLE 27- DURATION

27.01 The Collective Agreement shall be effective from June 1st, 2019 to March 31, 2022 and shall continue in force from year to year thereafter unless written notice to bargain is given not more than ninety (90) days before the expiry date by the party desiring change. On receipt of such written note, the parties agree to meet and bargain in good faith to reach a renewal Collective Agreement.

Dated at Toronto on the ___ day of _____ 2019.

On behalf of the Hospital:

On behalf of the Union:

SCHEDULE "A" WAGES

| CLASSIFICATION | START | 6 MONTHS (832 hours) | 1 YEAR (1664 hours) |
|----------------|-----------|----------------------|---------------------|
| Security Guard | \$21.9519 | \$22.4823 | \$23.0409 |

*Part time increases will be based on hours worked.