

COLLECTIVE AGREEMENT

Between

WEST LINCOLN MEMORIAL HOSPITAL

and

**NIAGARA HEALTH CARE & SERVICE WORKERS
UNION LOCAL 302 affiliated with the
CHRISTIAN LABOUR ASSOCIATION OF CANADA**

October 1, 2010 – September 30, 2012

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(hereinafter referred to as "the Employer")**

and

**NIAGARA HEALTH CARE & SERVICE WORKERS UNION LOCAL 302
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA
(hereinafter referred to as "the Union")**

October 1, 2010 – September 30, 2012

ARTICLE 1 - PREAMBLE

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

It is recognized that the employees wish to work efficiently together with the Hospital to secure the best possible care and health protection for patients.

ARTICLE 2 - RECOGNITION

- 2.01 The Hospital recognizes the Union as the bargaining agent of all employees of West Lincoln Memorial Hospital in the Town of Grimsby, save and except Supervisors, Assistant Director of Maintenance, Assistant Director of Housekeeping/Linen/Laundry and persons above the rank of Supervisor, Assistant Director of Maintenance, Assistant Director of Housekeeping/Linen/Laundry, paramedical employees, professional medical staff, graduate and registered nurses, office and clerical employees, and persons for whom any trade union held bargaining rights as of July 9, 1990.

2.02

- a. A full-time employee is an employee who is regularly scheduled to work more than thirty (30) hours per week.
- b. A regular part-time employee is an employee who regularly works thirty (30) hours or less per week and who offers to make a commitment to be available for work on a regular predetermined basis. All other part-time employees shall be considered casual part-time employees.
- c. **Temporary Employee**
Employees may be hired for a specific term not to exceed one (1) year, to replace an employee who will be on approved leave of absence, absence

due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

Prior to hiring a new employee to fill a temporary vacancy, consideration will be given to part-time employees pursuant to Article 12.04.

- d. Where the feminine pronoun is used in this Agreement, it shall mean and include the masculine pronoun and vice versa where the context so requires.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Hospital to:

- a. maintain order, discipline and efficiency;
- b. hire, assign, retire, direct, classify, transfer, promote, demote, layoff, recall, discharge and suspend or otherwise discipline employees provided that a claim by an employee that she has been discharged, suspended or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c. establish, alter and enforce reasonable rules and regulations to be observed by the employees, it being understood that the Hospital will discuss any such changes with the Union in advance;
- d. determine all work procedures, the kind and location of equipment to be used, methods to be used, the allocation and number of employees required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - JOB SECURITY

- 4.01 Supervisors excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits of employees in the bargaining unit.
- 4.02 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

ARTICLE 5 - UNION REPRESENTATION

5.01 **Union Activity on Premises and/or Access to Premises**

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on hospital premises or on hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

5.02 **Labour Management Committee**

- a. There shall be a Labour Management Committee comprised of up to three (3) representatives of the Hospital and up to three (3) representatives of the Union. Not more than one (1) Union representative will be from any one unit or area.
- b. A record shall be maintained of matters referred to the Committee and recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members and one (1) copy will be posted in the Hospital and made available in each department.
- c. A request for a meeting will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.
- d. Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- e. It is understood that joint meetings with other Labour Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

- f. The Committee shall meet every two (2) months unless otherwise agreed.
- g. Any bargaining unit employee may refer matters to the Committee for consideration. Such referrals shall be in writing to the Committee.

5.03 Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of four (4) Hospital employee representatives of the Union for the purpose of negotiating a renewal Agreement. Not more than one (1) representative will be from any one unit or area. The Hospital agrees to pay members of the Negotiating Committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal Agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Niagara Health Care & Service Workers Union, Local 302 when negotiating with the Hospital.

- 5.04** Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

5.05 Union Stewards

The Hospital agrees to recognize five (5) Union Stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement. Not more than one (1) Steward will be from any one unit or area.

The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.

It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union Steward is required to enter an area within the Hospital in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such Steward shall again report to his immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

5.06 Grievance Committee

The Hospital will recognize a Grievance Committee composed of not more than two (2) employees selected by the Union who have completed their

probationary period. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

The Union shall keep the Hospital notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointments.

A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Hospital up to, but not including arbitration.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.01 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 7 - UNION SECURITY

- 7.01 The Hospital will deduct from each employee covered by this Agreement an amount equal to the regular union dues designated by the Union. The Hospital will also deduct any authorized initiation fees.
- 7.02 Such dues shall be deducted bi-weekly and in the case of newly hired employees, such deductions shall commence on the first full pay period following the date of hire.
- 7.03
- a. The amount of the regular Union dues and initiation fees shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deduction specified.
 - b. Employees who have not worked in a month and are off work for whatever reason for a month or more shall, upon return to work and written notification from the Union, be deducted only two (2) bi-weekly back dues or amount equal to dues in addition to the regular deductions.
- 7.04 In consideration of the deducting and forwarding of Union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 7.05 The amounts so deducted shall be remitted monthly to the Union, no later than the end of the third week in the month following the month in which the dues were deducted.

- 7.06 The Hospital will schedule time for a Union Steward to meet with all newly hired CLAC employees at the Hospital General Orientation.
- 7.07 Neither the Hospital nor the Union will compel employees to join the Union. The Hospital and the Union agree that there will be no discrimination exercised or practised by any of their representatives with respect to any employee because of their membership or non-membership in the Union.
- 7.08 Employees who cannot support the Union because of conscientious objection, as determined by the Union's internal guidelines, may apply to the Union in writing.

ARTICLE 8 - ORIENTATION AND EVALUATION

- 8.01 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Hospital against the employee. A copy of the evaluation will be provided to the employee at her request.

Each employee shall have reasonable access to her personnel file for the purpose of reviewing their contents in the presence of the Director of Personnel or designate.

- 8.02 Newly hired employees will receive orientation of such duration as the Hospital may deem appropriate taking into consideration the needs of the Hospital and the employees involved.
- 8.03 On or before the expiry date of an employee's probationary period, the Employer will confirm in writing that the employee has successfully completed her probationary period.
- 8.04 Probationary employees will be interviewed by the Hospital during their probationary period. Where appropriate, progress made to date, and areas requiring improvement, will be discussed.

Notwithstanding the above, the parties agree that this clause does not confer a substantive right to the probationary employee, and as such, will not be used to form the basis of a grievance.

- 8.05 Probationary employees are covered by this Agreement excepting those provisions which specifically exclude such employees.
- 8.06 When the conduct or performance of an employee calls for a written warning by the Hospital, a copy of the warning will be forwarded to the Union Steward,

provided the employee does not object. Letters of warning will be removed from an employee's file eighteen (18) months from the date of issue provided that the employee's record has been discipline free for such eighteen (18) month period.

ARTICLE 9 - WAGES, JOB CLASSIFICATIONS

9.01 The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

9.02 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" of this Collective Agreement.

9.03 **Job Classification**

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB an employee is unable to carry out the regular functions of her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

- 9.04 A Registered Practical Nurse hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification from the previous Employer(s) within forty-five (45) days from hire, of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Wherein the opinion of the Hospital, such experience is determined to be relevant, the employee shall be placed in the step of the wage progression consistent with one (1) years' service for every one (1) year of recent and related experience to the maximum of Step 3 in the RPN classification upon completion of the employee's probationary period. If a period of more than two (2) years has elapsed since the RPN has occupied a full-time or a part-time nursing position, then the number of increments to be paid if any, shall be at the discretion of the Hospital. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.
- 9.05 A registered practical nurse is required to present to the Director of Nursing or designate on or before February 15th of each year evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the registered practical nurse's Certificate of Registration to remain in effect. If the registered practical nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the registered practical nurse will be placed on non-disciplinary suspension without pay. If the registered practical nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the registered practical nurse being placed on non-disciplinary suspension by the hospital will result in the registered practical nurse being deemed to be no longer qualified and the registered practical nurse shall be terminated from the employ of the Hospital.
- 9.06 Wages will be paid on a bi-weekly basis by the Hospital's bank deposit system.
- Any regular earnings of seven and one-half (7½) hours or more omitted on an employee's pay which is not caused by the employee's error, and which is brought to the attention of their supervisor/manager or designate no later than 1200 hours on the Tuesday following the pay deposit day shall be advanced to

the employee by 1500 hours on the Tuesday following the pay deposit day, unless due to extenuating circumstances.

9.07 Transfers

When an employee transfers or is transferred from one department or classification to another department or classification, whether the wage rate is equal to or higher, she shall be paid at such rate set out in the wage schedule for such department or classification so that the employee will not be earning less money than prior to the transfer. If the wage rate is less than the wage rate of the transferred employee, she shall receive the corresponding rate vertically in the new classification.

ARTICLE 10 - HOURS OF WORK, WORK SCHEDULES AND OVERTIME

10.01 The Hospital does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.

10.02 The normal or standard daily hours of work for full-time employees shall be seven and one-half (7½) hours exclusive of a one-half (½) hour unpaid meal period.

The normal or standard daily hours of work for part-time employees shall be up to seven and one-half (7½) hours exclusive of a one-half (½) hour unpaid meal period.

10.03

- a. All authorized work performed in excess of seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week averaged over the period scheduled by the Hospital will be paid at the rate of time and one-half (1½) the employee's regular straight time rate of pay.
- b. Where a full-time or part-time employee is required to work on a paid holiday and the employee is authorized to work additional hours following the normal daily tours for that unit but not including hours on their subsequent regularly scheduled tour, such employee shall receive two times (2x) his/her straight hourly rate of pay for such additional hours worked.
- c. Full-time employees who are required to work on their scheduled day off will be paid at the rate of time and one-half (1½) the employee's regular straight time rate of pay.
- d. Where a full-time 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 (i.e.

where the applicable rate is time and one-half (1½), then time off shall be at time and one-half (1½) times).

Where a full-time employee chooses the equivalent time off option, the scheduling of such time off, request must be submitted in advance and approved by the Hospital. Such requested time off must be the equivalent of the normal daily tour of the unit and be taken within the succeeding sixty (60) calendar days in which the overtime was earned. In any event, any banked time not used within sixty (60) calendar days from which it was earned will be scheduled by the Hospital or be paid out. Banked time that does not equate to a full normal daily tour for that unit will be paid out following sixty (60) calendar days from which it was earned.

- 10.04 Employees shall be entitled to a paid rest period of fifteen (15) minutes in both the first and second half of a seven and one-half (7½) hour shift. The two fifteen (15) minute rest periods may be combined into one thirty (30) minute rest period upon agreement of the Hospital.

Other employees, including employees who work shifts in excess of seven and one-half (7½) hours, shall be entitled to paid rest periods of fifteen (15) minutes for each three and three-quarter (3¾) hours of work during their shift. When an employee performs authorized overtime work of at least three (3) hours duration, the Hospital will schedule a rest period of fifteen (15) minutes duration.

- 10.05 Overtime premium will not be duplicated nor pyramided, nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.
- 10.06 At the change of tour there will normally be additional time required for reporting which shall be considered to be part of the normal or standard daily hours of work, for a period of up to fifteen (15) minutes duration. Should the reporting time extend beyond fifteen (15) minutes, however, the entire period shall be considered overtime for the purpose of Article 10.03.
- 10.07 An employee may request in writing to exchange a scheduled shift with another employee or arrange to give away a scheduled shift, in order of seniority, to another qualified employee. It will be understood such request(s) must be made not less than forty-eight (48) hours in advance of such exchange or give away of a scheduled shift, approved by the department and would not result in any overtime and/or premium payments. It would be further understood a department may reasonably limit the number of requests.
- 10.08 Employees shall be paid at their regular straight time hourly rate of pay for all hours worked as a result of change-over to daylight saving from standard time or vice versa.

- 10.09 **Scheduling** (Full-Time and Regular Part-Time)
- a. The Hospital will endeavour to post the work schedule showing six (6) weeks beyond the current pay period.
- An additional unscheduled shift for part-time employees is not a change of shift schedule.
- b. Employees will not be scheduled to work more than seven (7) consecutive days.
 - c. At least two (2) weekends will be scheduled off in each four (4) week period for full-time employees.
 - d. At least sixteen (16) hours (ten (10) hours for part-time) will be scheduled off between shifts when changing shifts (e.g. evenings to days).
 - e. Employees will not be scheduled to work more than two (2) different shifts in a work week.
- 10.10 Where an employee is required to and does work for three (3) or more hours of overtime after her normal shift she shall be provided with a hot meal or five dollars (\$5.00) if the Hospital is unable to provide the hot meal.
- 10.11 The Employer will endeavour to establish, as much as possible, a master rotation for full-time employees. If there are difficulties in establishing a master rotation it may be discussed at the Labour Management Committee.
- 10.12 Part-time employees may indicate in writing on the posted schedule their availability to be considered for additional tours. It is understood that the Hospital is not required to offer additional shifts to part-time employees that would result in overtime payment. Upon request of either party, the procedure for distribution of such additional shifts will be dealt with through the Labour Management Committee process.
- 10.13 Any employee who is called in to work as a replacement for an absent employee, thirty (30) minutes before or after the commencement of the absent employee's shift and reports within one (1) hour of the call, will be paid for the full shift.
- 10.14 The Hospital will not normally call employees regarding their availability to work between 2400 hours and 0600 hours except in extenuating circumstances, provided that an employee may be called up to one and one half (1½) hours prior to the start of a shift for which the employee is required.
- 10.15 Where nurses are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly. The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid

meal time. Nurses shall be entitled, subject to the exigencies of patient care, to relief periods during the tour of a total of forty-five (45) minutes.

- 10.16 It is agreed that during the period June 1 to Labour Day of each calendar year, laundry staff may adjust their regular shift in order to commence their shift one (1) hour earlier and therefore finish their shift one (1) hour earlier.

ARTICLE 11 - PREMIUM PAYMENTS

11.01 **Reporting Pay**

Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work, or if no work is available the employee will be paid for three (3) hours except when the work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received at least eight (8) hours prior notice not to report to work. Employees scheduled to work less than eleven and one-quarter (11¼) hours per day will receive a pro-rated amount of reporting pay. This shall not include additional shifts added to the employee's schedule within twenty-four (24) hours

11.02 **Call-Back**

Where an employee has completed his/her prescheduled tour and has left the Hospital and is called back to work within twenty-four (24) hours from the commencement of their previous tour worked, he/she shall receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours pay at one and one-half (1½) times their straight time hourly rate except to the extent that the work period overlaps, or extends into the employee's regular scheduled shift. For purposes of clarity, this paragraph shall not apply to employees who are scheduled to work overtime by reporting to work before the commencement of their normal shift.

Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

11.03 **Standby**

Effective the first full pay period following the notice of ratification, an employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three dollars and twenty cents (\$3.20) per hour for all hours on standby. Effective October 1, 2009, the standby pay amount increases to three dollars and twenty-five cents (\$3.25) per hour.

Standby pay shall, however, cease where an employee is called into work under Article 11.02 above and works during the period of standby.

11.04

a. **Temporary Transfer**

Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one half of one shift, the employee shall receive a premium of sixty-five cents (65¢) per hour in addition to her regular wages from the time of the assignment.

b. **Responsibility Pay**

Where an employee is assigned overall responsibility of a unit, ward or department for a period in excess of one-half of one shift, the employee shall be paid a premium of sixty-five cents (65¢) per hour in addition to her regular wage and applicable premium(s).

11.05 **Shift Premium**

Effective thirty (30) days following the release of the arbitration award, employees shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for all hours worked where the majority of their scheduled seven and one-half (7½) hour shift falls between 1600 and 0700 hours.

Effective October 1, 2011, the amount for shift premium shall increase to one dollar and fifteen cents (\$1.15) per hour.

11.06 RPNs scheduled or called in for ambulance escort will receive a minimum of four (4) hours pay at the employees' regular straight time rate of pay.

11.07 **Weekend Premium**

Effective thirty (30) days following the release of the arbitration award, employees shall be paid a weekend premium of one dollar and ten cents (\$1.10) per hour for each hour worked, between 2400 hours Friday to 2400 hours Sunday. If an employee is receiving premium pay pursuant to a scheduling regulation with respect to consecutive weekends worked, the employee will not receive weekend premium under this provision.

Effective October 1, 2011, increase the amount to one dollar and fifteen cents (\$1.15) per hour.

ARTICLE 12 - JOB POSTING

12.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted by the Hospital for a period of seven (7) consecutive calendar days. Vacancies created by the filling of an initial permanent vacancy within the bargaining unit shall be posted for a period of five (5) consecutive calendar days. Subsequent vacancies shall be posted for a period of three (3) consecutive calendar days. All applications are to be made in writing within the posting period.

- 12.02 The postings referred to in Article 12.01 shall stipulate the qualifications, classification, rate of pay, department and shift.
- 12.03 Employees shall be selected for positions under Article 12.01 on the basis of their skill, ability, qualifications, experience and seniority. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any is qualified to perform the available work given an appropriate orientation period.
- 12.04 Full-time and regular part time temporary vacancies reasonably expected to exceed six (6) months in duration shall be posted for a period of seven (7) consecutive calendar days and in filling such vacancies consideration shall be given to part-time employees and full-time employees in the department where the vacancy exists who apply in writing within the posting period. In considering such employees, the criteria for selection in Article 12.03 shall apply.

All other temporary vacancies may be filled at the discretion of the Hospital.

Part-time employees who fill temporary vacancies shall retain their part-time status until the completion of such assignment, at which time the employee shall revert to part-time work.

- 12.05 If no applications, to fill any posted vacancy or newly created job, are received from employees, or if there are no successful applicants, the Hospital may fill the vacancy or newly created job in any manner it sees fit.
- 12.06 The Hospital shall have the right to fill any vacancy on an interim basis until the posting procedure herein has been complied with, and arrangements have been made to assign the employee selected to fill the vacancy to the job. No grievance may be filed concerning such temporary arrangements.
- 12.07 The successful applicant will be placed in the vacancy for a trial period not exceeding thirty (30) days of work in the case of a full-time employee, or 225 hours worked in the case of a part-time employee. If the employee proves satisfactory, then he shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory during that time, or if the employee feels he is unable to perform the duties of the vacancy to which he is posted, the employee will be returned to his former position at his former salary or rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.
- 12.08 Successful applicants to permanent vacancies and newly hired employees will not be permitted to apply for job postings or any subsequent vacancies for a period of six (6) months, unless otherwise mutually agreed.

- 12.09 An employee may make a written request for transfer by advising the Hospital and filing a Request for Transfer form indicating her name, qualifications, experience, present area of assignment, seniority and requested area of assignment. A Request for Transfer shall become active as of the date it is received by the Hospital and shall remain so until December 31 following. Such requests will be considered as applications for posted vacancies and subsequent vacancies created by the filling of a posted vacancy.

ARTICLE 13 - VACATIONS (Full-Time)

- 13.01 The vacation year is defined as the period from April 1st of any given year to March 31st of the following year.
- 13.02 All employees shall be entitled to vacations with pay based on length of full-time continuous service as of March 31, as follows:
- a. An employee who has completed less than one (1) year of continuous service but more than six (6) months of continuous service as of March 31st shall be entitled to an annual vacation of one (1) day for each completed month of service up to a maximum vacation entitlement of nine (9) working days and shall be entitled to vacation pay of four percent (4%) of his gross earnings during the vacation year. Vacation pay shall be determined on the basis of the employee's gross earnings during the vacation year calculated as of the pay period immediately preceding March 31st.
 - b. An employee who has completed one (1) year of continuous service or more but less than two (2) years of continuous service as of March 31st shall be entitled to an annual vacation of two (2) weeks with pay at the employee's regular straight time hourly rate.
 - c. An employee who has completed two (2) years of continuous service or more but less than five (5) years of continuous service as of March 31st shall be entitled to an annual vacation of three (3) weeks with pay at the employee's regular straight time hourly rate.
 - d. An employee who has completed five (5) years of continuous service or more but less than thirteen (13) years of continuous service as of March 31st shall be entitled to an annual vacation of four (4) weeks with pay at the employee's regular straight time hourly rate.
 - e. An employee who has completed thirteen (13) years of continuous service or more but less than twenty-one (21) years of continuous service as of March 31st shall be entitled to an annual vacation of five (5) weeks with pay at the employee's regular straight time hourly rate.
 - f. An employee who has completed twenty-one (21) years of continuous service or more but less than twenty-eight (28) years of continuous service

as of March 31st shall be entitled to an annual vacation of six (6) weeks with pay at the employee's regular straight time hourly rate.

- g. An employee who has completed twenty-eight (28) years of continuous service or more as of March 31st shall be entitled to an annual vacation of seven (7) weeks with pay at the employee's regular straight time hourly rate.

13.03 There shall be no carry-over of vacation from one year to another except in exceptional circumstances and with mutual agreement between the employee and the Hospital.

13.04 Vacation pay for each week of vacation entitlement shall be calculated on the basis of the employee's regular straight time rate of pay times his normal weekly hours of work.

13.05

- a. Vacation lists will be posted by February 1st.

Employees shall indicate their vacation preferences, if any, to their Department Head by February 28th.

A finalized vacation list will be posted by April 1st and will not be changed except in emergency situations or by mutual agreement.

It is understood that when an employee indicates their vacation preferences, said employee may request up to five (5) vacation days to be scheduled as individual vacation days throughout their vacation year. Such requests will only be considered after the April 1st finalized vacation schedule has been posted. The Department Head shall schedule the vacation taking into consideration the preference of the employee and taking into consideration the needs of the Hospital to operate in an efficient manner.

- b. The Department Head shall schedule the vacation, taking into consideration the preferences of the employees and taking into consideration the need of the Hospital to operate in an efficient manner. Where, in scheduling vacations in accordance with the foregoing, conflicts arise in the preferences of the employees and the Hospital is unable to accommodate all of the requests, the Department Head shall schedule the vacation period in accordance with the employee's seniority. If no preference is submitted by the employee, the employee's vacation period will be scheduled by the Department Head on the basis of department convenience.
- c. During the months of July and August an employee will only be allowed to take a maximum of two (2) weeks unless the Hospital's scheduling requirements provide otherwise.

13.06 An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which has accrued to the employee to the date of separation. Employees shall endeavour to provide the Hospital with at least two (2) weeks' notice of termination.

13.07 Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave.

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

13.08 An employee's vacation pay entitlement shall be proportionately reduced by the entire period of absence for absences due to unpaid illness (including Workers' Compensation), leaves of absences, or other unpaid periods which exceed thirty (30) continuous calendar days or sixty (60) cumulative days, whichever occurs first, during the qualifying period.

13.09 Effective October 1, 1991 and for employees who transfer subsequent to October 1, 1991, a regular part-time or casual employee who transfers to full-time status shall receive credit for their service accumulated as a part-time employee for the purpose of calculating full-time vacation entitlement on the basis of the following formula:

1725 hours worked = 1 year of full-time service.

13.10 Any employee who has commenced his scheduled vacation and upon request by the Hospital to perform work during the vacation period, shall be paid at the rate of one and one-half (1½) times her basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which she has so worked. This provision is not applicable to situations where employees make themselves available for work during their vacation period.

13.11 An employee who has returned to work on an approved modified work program and is working his regular scheduled hours, shall be eligible to take vacation time in accordance with the Collective Agreement provided that:

a. said vacation has been approved by the Hospital, and

b. in the Hospital's opinion, the taking of said vacation will not detrimentally affect the modified work program.

It will be understood that for purposes of the short term Hospitals of Ontario Disability Income Plan, an employee who takes the above noted vacation time would not be considered to be actively at work during said vacation time.

ARTICLE 14 - VACATIONS (Part-Time)

14.01 Vacation entitlement shall be as follows:

An employee who has completed the following # of hrs of continuous service as of Dec. 31	But less than the following # of hours of continuous service as of Dec. 31	Vacation percentage allowance	Vacation entitlement in weeks
0	3,450	4%	2 weeks
3,450	8,625	6%	3 weeks
8,625	22,425	8%	4 weeks
22,425	36,225	10%	5 weeks
36,225	48,300	12%	6 weeks
Greater than 48,300		14%	7 weeks

14.02 Effective October 1, 1991 and for employees who transfer subsequent to October 1, 1991, an employee who transfers from full-time to regular part-time or casual status shall receive credit for her full-time service accumulated as a full-time employee for the purpose of progression on the vacation pay scale according to the following formula:

1 year of full-time service = 1725 hour worked.

14.03

a. Vacation lists will be posted by February 1st.

Employees shall indicate their vacation preferences, if any, to their Department Head by February 28th.

A finalized vacation list will be posted by April 1st and will not be changed except in emergency situations or by mutual agreement.

It is understood that when an employee indicates their vacation preferences, said employees may request up to three (3) individual vacation days to be scheduled in lieu of one (1) week vacation entitlement as outlined in Article 14.01. For those employees whose average work week in the previous calendar year is greater than three (3) days per week, can request up to five (5) vacation days on a prorated basis to be scheduled as individual vacation days throughout the vacation year. Such requests will only be considered after the April 1st finalized vacation taking into

consideration the preference of the employee and taking into consideration the needs of the Hospital to operate in an efficient manner.

- b. The Department Head shall schedule the vacation, taking into consideration the preferences of the employees and taking into consideration the need of the Hospital to operate in an efficient manner. Where, in scheduling vacations in accordance with the foregoing, conflicts arise in the preferences of the employees and the Hospital is unable to accommodate all of the requests, the Department Head shall schedule the vacation period in accordance with the employee's seniority. If no preference is submitted by the employee, the employee's vacation period will be scheduled by the Department Head on the basis of department convenience.
 - c. During the months of July and August an employee will only be allowed to take a maximum of two (2) weeks unless the Hospital's scheduling requirements provide otherwise.
- 14.04 An employee who has commenced his scheduled vacation and upon request by the Hospital returns to perform work during the vacation period, shall be paid at the rate of one and one-half (1½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked. This provision is not applicable to situations where employees make themselves available for work during their vacation period.
- 14.05 An employee who has returned to work on an approved modified work program and is working his regular scheduled hours, shall be eligible to take vacation time in accordance with the Collective Agreement provided that:
- a. said vacation has been approved by the Hospital, and
 - b. in the Hospital's opinion, the taking of said vacation will not detrimentally affect the modified work program.

It will be understood that for purposes of the short term Hospitals of Ontario Disability Income Plan, an employee who takes the above noted vacation time would not be considered to be actively at work during said vacation time.

ARTICLE 15 - HOLIDAYS (Full-Time)

- 15.01 A full-time employee who otherwise qualifies under Article 15.05 and has completed their probationary period shall be entitled to the following holidays with pay:

New Year's Day
Family Day

Canada Day
Civic Holiday

Good Friday
Easter Monday
Victoria Day
Floating Holiday (1)

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

- 15.02 In the event that the Provincial Government declares an additional holiday during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays, after discussion with the Union.
- 15.03 The floating holiday referred to in Article 15.01 shall be taken within thirty (30) days of the employee's birthday which follows completion of their probationary period.
- 15.04 Holiday pay is defined as the amount of straight time hourly pay exclusive of shift premium which the regular full-time employee would have received had she worked her normal shift on the holiday in question.
- 15.05 In order to qualify for holiday pay, the full-time employee must complete his scheduled shift on each of his working days immediately preceding and immediately following the holiday in question unless the employee was absent due to:
- a. illness or accident which commenced in the current or previous pay period in which the holiday occurred;
 - b. vacation granted by the Hospital;
 - c. the employee's regular scheduled day off;
 - d. layoff or a leave of absence for a period not exceeding five (5) calendar days inclusive of the holiday.
- 15.06 An employee who is required to work on any of the above named holidays shall be paid at the rate of one and one-half (1½) times his regular straight time rate of pay for all hours worked on such holiday.
- In addition, an employee who qualifies under Article 15.05 will receive either:
- a. holiday pay entitlement, or
 - b. a lieu day off at regular straight time rate of pay shall be taken within the period of thirty (30) calendar days prior to or sixty (60) days following the date of the holiday. Such lieu day off to be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement the lieu day will be scheduled by the Department Head.
- 15.07 If a paid holiday falls during an employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement,

providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

- 15.08 Where a paid holiday falls during a full-time employee's scheduled vacation period, his vacation may be extended by one (1) day, provided the full-time employee otherwise qualifies for the holiday with pay.
- 15.09 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.
- 15.10 No employee shall be entitled to holiday pay and sick leave on the same day. If an employee is ill on a holiday, she shall only receive holiday pay provided the employee qualifies for the holiday pay.
- 15.11 An employee may be scheduled to work on Christmas Day and Boxing Day of one year or New Year's Day of the next year, but not on both of these during the same holiday season unless the employee consents. If an employee has worked on Christmas Day or New Year's Day, the Employer shall make every effort not to schedule her for the same day the following year.

This provision will not apply to employees who normally work Monday to Friday and are not normally scheduled to work on holidays.

The Hospital will endeavour, if possible within a department, to schedule up to five (5) consecutive days off at either Christmas or New Year's. For purposes of scheduling up to five (5) consecutive days off, it will be understood that, if necessary, with the exception of Article 10.09d any scheduling restrictions and/or premium payments will be waived.

ARTICLE 16 - HOLIDAYS (Part-Time)

- 16.01 An employee who is required to work on any of the following designated holidays will receive pay at the rate of time and one half the employee's regular straight time hourly rate of pay for work performed on such holiday:

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

- 16.02 In the event that the Provincial Government declares an additional holiday during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays after discussion with the Union.

16.03 It is understood that a regular part-time employee, casual employee or temporary employee shall not be entitled to holiday pay or any lieu days.

16.04 The Employer shall make every effort to schedule employees on Christmas and Boxing Day of one year or New Year's Day of the next year, but not on both of these during the same holiday season unless the employee consents.

If the Employer requires an employee to work on both holidays during the same holiday season, the Employer agrees to schedule according to seniority with the least senior employee(s) receiving the scheduled work.

If an employee has worked on Christmas Day or New Year's Day, the Employer shall make every effort not to schedule her for the same day the following year.

ARTICLE 17 - SENIORITY

17.01 Probationary Period

A new employee will be considered on probation until he has completed forty five days of work (or 337.5 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Time on orientation shall not contribute to hours worked for the purpose of the probationary period. Upon completion of the probationary period he shall be credited with seniority equal to forty-five (45) working days. With the written consent of the Hospital, the probationary employee and the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. An employee who has not completed their probationary period may be terminated on the basis of an assessment of their suitability for employment with the Hospital.

17.02 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

17.03 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if he:

a. resigns;

- b. is discharged and not reinstated through the grievance/arbitration procedure;
- c. retires or is retired;
- d. is absent from scheduled work for a period of two (2) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- e. has been laid off for twenty-four (24) months;
- f. fails upon being notified of a recall to signify his intention to return within five (5) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital, and fails to report to work within seven (7) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties;
- g. is a casual employee and has not had active employment with the Hospital for a period of six (6) months.

17.04

a. **Full-Time Employees**

An employee's seniority and service will accrue for leaves of absence not exceeding thirty (30) continuous calendar days. With the exceptions noted in (a) and (b) below, an employee's seniority and service will be retained, but will not accrue for leaves of absence exceeding thirty (30) continuous calendar days.

- i. It is understood that an employee's seniority will be retained and will accrue for:
 - 1. a period of up to thirty (30) months if an employee's absence is due to a disability resulting in WSIB total disability benefit, or
 - 2. a period of up to thirty (30) months if an employee is absent and on the sick and long term disability plan (includes short-term, Employment Insurance and Long Term Disability periods).
- ii. It is understood that an employee's service will be retained and will accrue for:
 - 1. a period of up to fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB total disability benefits.
- iii. It is understood that during an unpaid absence exceeding thirty (30) continuous calendar days, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is

participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB total disability benefits or if an employee is absent and on the sick and long term disability plan including the Employment Insurance Period.

b. Part-Time Employees

- i. An employee's seniority will accrue for a period of up to thirty (30) months if absent due to a disability resulting in WSIB total disability benefit, on the basis of what the employee's normal regular hours of work would have been.
- ii. An employee's service shall accrue for a period of up to fifteen (15) weeks, if the employee is absent due to a disability resulting in WSIB total disability benefits and if the absence extends beyond fifteen (15) consecutive weeks, on the basis of what the employee's normal hours of work would have been.

17.05 A full-time seniority list and a part-time seniority list will be posted on the Union bulletin board and will be revised semi-annually. Copies of the seniority list will be made available to the Union. Seniority as posted will be deemed to be final and binding and not subject to complaint unless the employee makes a complaint in writing to the Employer within thirty (30) calendar days from the date of such posting.

17.06 Any employee transferred to a position outside the bargaining unit shall, if rehired to a job within the bargaining unit, and after completing the probationary period, be reinstated. Any seniority formerly accumulated as of the date of transfer, as long as the employee has been continuously employed by the Employer while outside the bargaining unit, shall be recognized. Employees will not accumulate seniority while working outside the bargaining unit.

ARTICLE 18 - LAYOFF AND RECALL (Full-Time and Regular Part-Time)

18.01

- a. With respect to the development of any operating or re-structuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

b. Staff Planning Committee

In addition to that, and to any other planning committee in the Hospital of a more broadly representational make-up, there shall be immediately established a Staff Planning Committee for the bargaining unit, which shall meet during the term of this Agreement every three (3) months, unless otherwise mutually agreed by the parties.

It shall be the function of the Staff Planning Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit including:

- i. identifying and proposing possible alternatives to any action that the hospital may propose taking;
- ii. identifying and seeking ways to address the retraining needs of employees;
- iii. identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Composition and Meetings

The Committee shall be comprised of equal number of representatives of the hospital and from the Union. The number of representatives shall consist of at least _____ representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly-scheduled hours of work shall not lose regular earnings as a result of such attendance.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

Disclosure

To allow the Staff Planning Committee to carry out its mandated role under this Article, the Hospital will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

18.02 Accountability

The Committee shall submit its written recommendations to the Chief Executive Officer of the Hospital. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations.

Any agreement between the Hospital and the Union resulting from the above review concerning the method of implementation will take precedence over the other provisions of this Agreement.

18.03 **Notice of Layoff**

a. **Union**

There shall be at least five (5) months' notice to the Union in the event of a proposed layoff of a permanent or long-term nature or in the event of a substantial bed cutback or cutback in service which affects or could affect the bargaining unit.

b. **Employees**

In the event of a layoff of a permanent or long term nature, the Hospital will provide affected employees with two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the *Employment Standards Act*. A list of employees names who received a layoff notice along with the effective date will be provided to the Union.

18.04 **Severance and Retirement Options**

a. **Severance Pay**

Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with the Hospital who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employees will receive the balance of the notice as severance pay.

b. **Retirement Allowance**

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 may retire provided that the employee is eligible to retire under the terms of the Hospitals 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) week's pay for each year of service with the Hospital to a maximum of forty (40) weeks on the basis of the employees normal weekly earnings. In addition, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$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.

c. A full-time employee who has completed one (1) year of service and

i. whose layoff is permanent, or

ii. who is laid off for 26 weeks in any 52-week period, and who has not elected to receive a severance payment under (a) or (b) of this Article,

shall be entitled to severance pay equal to the greater of two (2) weeks' pay, or one (1) week's pay per year of service to a maximum of 26 weeks' pay. This entitlement shall not be in addition to any entitlement to severance pay under the *Employment Standards Act*, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

18.05 In the event of a decrease in the workforce, the Hospital shall layoff employees in the reverse order of their seniority within their classification providing that there remain on the job employees who then have the ability, qualifications, and willingness to perform the work without training, other than orientation.

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

- a. accept the layoff; or
- b. displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can and is willing to perform the duties of the lower classification without training other than orientation. Such employee so displaced shall be laid off subject to his or her rights under this section.

The decision of the employee to choose (a) or (b) above shall be given in writing to the designated Hospital representative within five (5) business days following the notification of the layoff. Employees failing to do so will be deemed to have accepted the layoff.

18.07 An employee shall be the opportunity of recall, subject to Article 18.09, from a layoff to an available opening in the classification, lower classification, or identical paying classification, from which the employee was laid off, in order of seniority, provided he has the ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

18.08 No new employee shall be hired to a classification in which a layoff of employees has taken place until all those laid off employees have, in accordance with Article 18.07, been given an opportunity to return to work.

18.09 A laid off employee shall retain the rights of recall for a period of twenty-four (24) calendar months.

18.10 A full-time employee can displace a regular part-time employee in accordance with Article 18.06(b). A full-time employee can be recalled to a regular part-time position in accordance with Article 18.07. A full-time employee who declines a recall of a RPT position shall not relinquish their recall rights under this Collective Agreement.

18.11 Benefits on Layoff

In the event of a layoff of a full-time employee, the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever occurs first.

ARTICLE 19 - HEALTH AND WELFARE BENEFITS (Full-Time)

19.01 Insured Benefits

The Hospital agrees, during the term of the Collective Agreement to contribute towards the premium coverage of participating regular full-time employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

- a. The Hospital agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- b. The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the amended Blue Cross Extended Health Care benefits or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include hearing aid allowance (lifetime maximum \$300.00 per individual), and vision care (maximum \$200.00 every 24 months).

The Hospital will reimburse an employee who is currently enrolled in the Hospital's Extended Health Care Plan and upon proof of an original receipt, up to \$60 per twenty-four (24) month period, for eye examination. Reimbursement for eye exams does not apply to employee's family member(s) or retired employees.

Implementation Note

The Hospital reserves the right to change the method of reimbursement for eye exams. For example claims for reimbursement for eye exams will be made in the same manner as those for eye glasses, through our current extended health benefit carrier.

- c. The Hospital agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect.
- d. The Hospital agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule) providing the balance of the monthly premium is paid by the employee through payroll deduction. The Hospital's contribution to the Dental Plan will be seventy-five percent (75%).

Dental Plan

Increased dental recall including preventative services to nine (9) months and add Blue Cross Rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum. Maintain current ODA fee schedule.

- 19.02 The Hospital may at any time substitute another carrier for any Plan provided that the benefits provided thereby are substantially the same. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the employees.

Upon request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.

- 19.03 All present employees enrolled in the Healthcare of Ontario Pension Plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enrol in the plan when eligible in accordance with its terms and conditions.

19.04

- a. The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's Pension Plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of those benefit plans as is currently contributed by the Hospital to the billed premiums of active employees.
- b. A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

ARTICLE 20 - BENEFITS (Part-Time)

- 20.01 In lieu of full coverage for all health and welfare benefits, (including pension) sick leave, long term disability and holiday pay, part-time employees shall receive in addition to their regular hourly rate an amount equivalent to fourteen percent (14%) of their straight time hourly rate of pay.

Retired employees rehired by the Hospital in a casual, part-time or temporary position and are contributing to benefit premiums as per Article 19.04, shall receive four percent (4%) in lieu of full coverage for all health and welfare benefits in addition to their straight time hourly rate of pay.

Employees may be eligible to enrol in the Healthcare of Ontario Pension Plan subject to the terms and conditions of the Healthcare of Ontario Pension Plan. Employees who are eligible and elect to join the Plan will have their percentage in-lieu of benefits reduced by the Employer's contribution to the Pension Plan.

ARTICLE 21 - SICK LEAVE AND LONG TERM DISABILITY

21.01

- a. The Hospital will assume total responsibility for providing and funding a short-term leave plan equivalent to that described in the current Hospitals of Ontario Disability Income Plan.
- b. The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability benefit portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction.

- 21.02 When an employee has completed any portion of her regularly scheduled shift prior to going on sick leave benefits, she shall be paid for the balance of the shift at her regular straight time hourly rate.

21.03

- a. For each occasion of illness, the employee shall be required to report such illness in accordance with the departments reporting procedure.
- b. Employees returning to work after illness or injury must notify the Hospital, in accordance with the department's reporting procedure, that they are able to return to work.

- 21.04 The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

- 21.05 Medical examinations, re-examinations and any tests required under the *Public Hospitals Act* will be provided by the Hospital in compliance with the

Regulations. The employee may choose her personal physician for all such examinations, except the pre-employment medical, unless the Hospital has a specific objection to the physician selected.

- 21.06 Any medical certificate requested by the Hospital shall be paid by the hospital upon receipt of original invoice to a maximum cap of \$25.00 per certificate. Employees at Phase 3 or above of the Support and Attendance Awareness Program will not be eligible for any reimbursement for any medical certificate required by the Program.
- 21.07 It is understood that the Hospital will utilize the Temporary Transitional Work Program as outlined in the Support and Attendance Awareness Program to assist employees in their return to work.

ARTICLE 22 - LEAVES OF ABSENCE

22.01 **Personal Leave**

Provided an employee has booked their full weeks of vacation, written requests for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted as far in advance as possible, but in any event, at least four (4) weeks prior to the commencement of the leave, unless not reasonably possible to give such notice. The application must clearly state the reason for the leave of absence and the duration of such absence. Such leave shall not be unreasonably denied.

22.02 **Bereavement Leave**

An employee who notifies the Hospital as soon as possible following a bereavement leave shall be granted up to four (4) consecutive working days off without loss of regular straight time pay for scheduled hours within seven (7) calendar days commencing with the day of the death of the employee's spouse, child, parent or step-child.

An employee who notifies the Hospital as soon as possible following a bereavement leave shall be granted up to three (3) consecutive working days off without loss of regular straight time pay for scheduled hours within seven (7) calendar days commencing with the day of the death of the employee's sister, brother, mother-in-law, father-in-law, grandparent, grandparent of spouse, grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

An employee who notifies the Hospital as soon as possible following a bereavement leave shall be granted one (1) day bereavement leave without loss of straight time pay for scheduled hours to attend the funeral of the employee's aunt, uncle, niece or nephew.

22.03 **Jury/Witness Duty**

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is

required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay for scheduled hours of work because of such attendance provided that the employee:

- a. notifies the Hospital immediately on the employee's notification that she will be required to attend court;
- b. presents proof of service requiring the employee's attendance;
- c. deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

22.04 Pregnancy Leave

- a. Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- b. The service requirement for eligibility for pregnancy leave is thirteen (13) weeks of continuous service.
- c. The employee shall give written notification one month prior to the commencement of the leave of her request for leave together with her expected date of return. At such time she shall also furnish the Hospital with her doctor's certificate as to pregnancy and expected date of delivery.
- d. Credits for seniority and service shall accumulate for a period of up to seventeen (17) weeks while the employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, as applicable, in which the employee is participating for a period of up to seventeen (17) weeks, provided the employee supplies post-dated cheques for their share of the premium, if any.

- e. The employee shall re-confirm her intention to return to work on the date originally approved in (c) above by written notification received by the Hospital at least four (4) weeks in advance thereof.

The employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

- f. On the date of confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Employment Benefit (SEB) Plan, an employee commencing pregnancy leave after such date, as

provided under this Agreement, who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety percent (90%) 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 two 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 first day worked prior to the commencement of the leave times her normal weekly hours.

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. The plan is financed by the Employer and separate accounting record of benefits paid from the plan will be kept by the Employer. The Employer will inform in writing, the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days after the effective date of change.

22.05 Parental Leave

- a. Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- b. The service requirement for eligibility for parental leave is thirteen (13) weeks of continuous service.
- c. The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care or control of a parent for the first time.
- d. Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- e. The employee shall give written notification two (2) weeks prior to the commencement of the leave of her request for leave together with her expected date of return. In the case of an adoption, the employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.

- f. Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and up to thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, as applicable, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, provided the employee supplies post-dated cheques for their share of the premium, if any.

- g. The employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.
- h. On the date of confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Employment Benefit (SEB) Plan, an employee commencing parental leave after such date, as provided under this Agreement, who has applied for and who is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act*, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between ninety percent (90%) 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 two 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 parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) 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.

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. The plan is financed by the Employer and separate accounting record of benefits paid from the plan will be kept by the Employer. The Employer will inform in writing, the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days after the effective date of change.

22.06 **Pre-Paid Leave Plan**

The Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- a. The Plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b. The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- c. The number of employees that may be absent at any one time shall be determined between the local parties. The year for purposes of the program shall be January 1 of one year to December 31 the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- d. Where there are more applications than spaces allotted, seniority shall govern.
- e. During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- f. The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- g. All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- h. All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- i. An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Hospital. Deferred

salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.

- j. If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of employee's death, the funds will be paid to the employee's estate.
- k. The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- l. The employee will be reinstated to his or her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- m. Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - i. A statement that the employee is entering the pre-paid leave program in accordance with this Article of the Collective Agreement.
 - ii. The period of salary deferral and the period for which the leave is requested.
 - iii. The manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

ARTICLE 23 - JOB SHARING

- 23.01 Job sharing is defined as an arrangement whereby two or more employees share the hours of work of what would otherwise be one full-time position.
- 23.02 The employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by the provisions of the Collective Agreement which apply to regular part-time employees.
- 23.03 If the Hospital agrees to a job-sharing arrangement, the following conditions shall apply unless otherwise agreed to by the parties:

- a. A full-time employee requesting a job share arrangement shall be considered on an individual basis. If approved by the Hospital, the other portion of the job share position will be posted and selection will be made based on the job posting criteria set out in the Collective Agreement.
- b. Total hours worked by the job sharer shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) employees and the management of the Department.
- c. The above schedules shall conform with the scheduling provisions for the full-time employees.
- d. Each job sharer may exchange shifts with her partner, as well as with other employees as provided by the Collective Agreement.
- e. The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers shall only be required to work the number of paid holidays that a full-time employee would be required to work.
- f. **Coverage:**
 - i. It is expected that both job sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the supervisor must be notified to book coverage. Job sharers are not required to cover for their partner in the case of prolonged or extended absences.
 - ii. **Vacation, Pregnancy Leave, and Other Leaves Pursuant to Article 22**

In the event that one member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the unit supervisor, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

- g. Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- h. Any incumbent full-time employee wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- i. If one of the job sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the remaining job share

partner will be given the opportunity to revert to full-time. If she declines full-time, her status will be part-time and a part-time position will be posted or filled at the discretion of the Hospital.

Discontinuation

Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE 24 - HEALTH AND SAFETY

24.01 Protective Clothing

The Hospital agrees to continue its present practise with respect to the provision of protective clothing and safety devices to employees, subject to the provision set out below with respect to safety footwear.

The Hospital will provide eighty dollars (\$80.00) per year to each full-time employee (forty-five dollars (\$45.00) per year to each regular part-time employee) who is required by the Hospital to wear safety footwear during the course of their duties.

24.02 Uniform Allowance (Full-time Employees)

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of eighty-five dollars (\$85.00) per year in a lump sum payment in the first full pay period of October of each year.

24.03 Uniform Allowance (Part-time Employees)

Where uniforms are required, the Hospital shall either supply and launder uniforms or provide a uniform allowance of 4.4¢ per paid hour in a lump sum payment in the first full pay period of October of each year.

ARTICLE 25 - IN-SERVICE

25.01

- a. Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital will pay the tuition cost associated with successful completion of such courses.
- b. If required by the Hospital, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits, to write examinations to upgrade her employment qualifications.
- c. When an employee is required by the Hospital to attend in-service programmes held within the Hospital and outside of their regularly scheduled working hours, the employee will be paid for all time spent in attendance at such in-service programmes at their regular straight time

hourly rate of pay. Such time will not, however, be considered as time worked for the purpose of calculating overtime entitlement. Notwithstanding the above, the Hospital will endeavour to provide such in-service programs during an employee's regularly scheduled working hours.

ARTICLE 26 - TECHNOLOGICAL CHANGE

- 26.01 The Hospital undertakes to notify the Union, as far in advance as practicable, of technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such changes on the employment status of employees and to consider practical ways of minimizing the adverse effect, if any, upon employees concerned.

Where new or greater skills are required than already possessed by the affected employees under the present method of operations, such employees shall be given a period of training with due consideration being given to the employee's age and previous educational background during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction of wage and salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible, and may extend for up to six (6) months.

Employees with one (1) or more years of continuous service who are subject to a layoff under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set out above and the requirements of the applicable legislation.

ARTICLE 27 - GRIEVANCE AND ARBITRATION PROCEDURE

- 27.01 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 the Agreement including any question as to whether a matter is arbitrable.
- 27.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her Steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 27.03 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. The grievor may have the assistance of a union

Steward if he so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days, after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

27.04 Step No. 1

The employee, who may be accompanied by a Steward, may submit a written grievance signed by the employee to (designated by the Hospital). The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Hospital may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The (designate) will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response then:

27.05 Step No. 2

Within nine (9) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the (designated by Hospital). A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Niagara Health Care and Service Union Local 302 and the grievor may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

27.06 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

27.07 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being

initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

27.08 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 his probationary period that he 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. 3 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- a. confirming the Hospital's action in dismissing the employee, or
- b. reinstating the employee with or without full compensation for the time lost; or
- c. by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

27.09

- a. Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 2, it will be deemed to have been received within the time limits.
- b. The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

27.10 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.

- 27.11 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 27.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 27.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 27.14 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 27.15 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 27.16 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 27.17 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits exceed by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of the *Labour Relations Act*.
- 27.18 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 28 - MISCELLANEOUS

28.01 Bulletin Board

The Hospital will provide space on two (2) bulletin boards for the posting of Union notices. All such notices shall be submitted by the Union to the Director of Human Resources before posting.

28.02 Printing of Collective Agreement

The cost of printing the Collective Agreement will be shared equally by the Hospital and the Union.

28.03 Travel Allowance

An employee shall be paid in accordance with the Hospital's current policy for authorized use of a personal vehicle on behalf of the Employer.

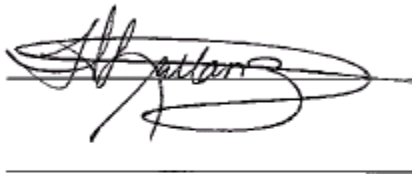
ARTICLE 29 - DURATION

29.01 This Agreement shall remain in effect from the first (1st) day of October, 2010 and remain in effect until the thirtieth (30th) day of September, 2012, and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.

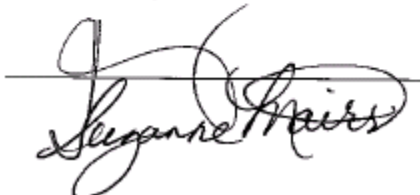
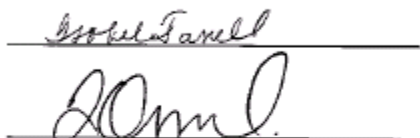
29.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiring date of this Collective Agreement.

Signed this 13th day of February, 20 12.

For the Employer



For the Union



SCHEDULE A
Classifications and Hourly Rates

CLASSIFICATIONS		Previous	Oct 1/10 2%	Oct 1/11 2%
RPN	Start	25.33	25.84	26.35
	Aft 1 yr/1725 hrs	25.79	26.31	26.83
	Aft 2 yrs/3450 hrs	26.27	26.80	27.33
Dietary I	Start	18.16	18.52	18.89
	Aft 1 yr/1725 hrs	18.55	18.92	19.30
	Aft 2 yrs/3450 hrs	18.97	19.35	19.74
Dietary II Retherm Aide Ing. Control Aide Housekeeping Aide Laundry Processor Laundry Washer Seamstress Ward Aide	Start	19.21	19.59	19.99
	Aft 1 yr/1725 hrs	19.60	19.99	20.39
	Aft 2 yrs/3450 hrs	20.02	20.42	20.83
OR Aide Cook (w/o papers) Janitor	Start	19.81	20.21	20.61
	Aft 1 yr/1725 hrs	20.23	20.63	21.05
	Aft 2 yrs/3450 hrs	20.62	21.03	21.45
Purchasing Receiving Clerk	Start	20.08	20.48	20.89
	Aft 1 yr/1725 hrs	20.50	20.91	21.33
	Aft 2 yrs/3300 hrs	20.87	21.29	21.71
CSR Technician	Start	20.31	20.72	21.13
	Aft 1 yr/1725 hrs	20.73	21.14	21.57
	Aft 2 yrs/3450 hrs	21.12	21.54	21.97
Building Maint. I	Start	22.26	22.71	23.16
	Aft 1 yr/1725 hrs	22.70	23.15	23.62
	Aft 2 yrs/3450 hrs	23.14	23.60	24.07
Lic Journeyman C of Q	Start	27.03	27.57	28.12
	Aft 1 yr/1725 hrs	27.55	28.10	28.66
	Aft 2 yrs/3450 hrs	28.10	28.66	29.24
Student Nurse	Start	17.50	17.85	18.21
Non-Registered Nursing Assistant	Start	19.58	19.97	20.37

- The above adjustments resolve the issues of Pay Equity Maintenance to date, and the parties further agree that future collective bargaining settlements or awards will be deemed to resolve any future issues related to Pay Equity Maintenance without specific reference to male comparators. It is understood and agreed that the parties

will take into consideration the issue of Pay Equity when tabling proposals through the normal course of collective bargaining.

- Retroactivity – to be paid within 75 days following date of arbitration award.
- Within thirty (30) days following the date of the Award, employees who have terminated their employment after October 1, 2010, will be notified by the Hospital of their entitlement to retroactivity and the employee will have sixty (60) calendar days within which to claim any retroactive payment due to percentage wage adjustment.

LETTER OF UNDERSTANDING #1

Between

WEST LINCOLN MEMORIAL HOSPITAL

and

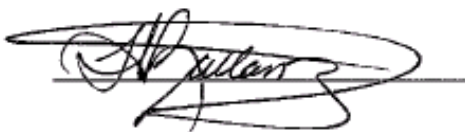
NIAGARA HEALTH CARE & SERVICE WORKERS UNION LOCAL 302
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

RE: SATURDAY AND SUNDAY SCHEDULING

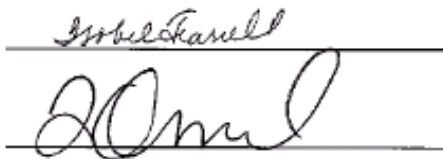
1. When a full-time or regular part-time employee is scheduled to work Saturday and Sunday on a holiday weekend she will be scheduled to work on the holiday, if required.
2. When a full-time or regular part-time employee is scheduled off Saturday and Sunday on a holiday weekend, the Hospital will endeavour to schedule that employee off on the holiday.
3. Specific details with respect to various call-in procedures will be discussed and agreed by the Labour-Management Committee. Seniority, availability and the provisions of the Collective Agreement will be considered.

Signed this 13th day of February, 2012.

For the Employer



For the Union



Sheila Parsons

Paul Miller



LETTER OF UNDERSTANDING #2

Between

WEST LINCOLN MEMORIAL HOSPITAL

and

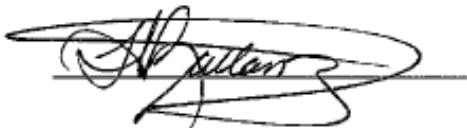
NIAGARA HEALTH CARE & SERVICE WORKERS UNION LOCAL 302
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

RE: TRAINING

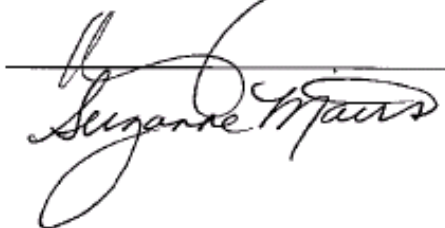
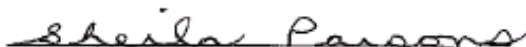
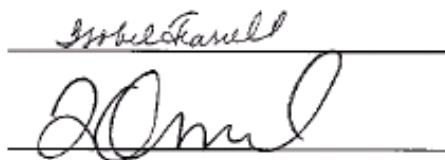
The parties recognize the important role that training plays in qualifying employees for promotions. There shall be no discrimination in providing opportunities for training. When training is to be provided for jobs in the bargaining unit employees will be given an opportunity to apply for such training.

Signed this 13th day of February, 2012.

For the Employer



For the Union



LETTER OF UNDERSTANDING #3

Between

WEST LINCOLN MEMORIAL HOSPITAL

and

**NIAGARA HEALTH CARE & SERVICE WORKERS UNION LOCAL 302
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA**

RE: EXTENDED TOURS

1. Implementation/Discontinuance

- a. Extended tours shall be introduced on a six-month trial basis on _____ when:
 - i. Eighty percent (80%) of the RPNs in the unit so indicate by secret ballot; and,
 - ii. The Hospital agrees to implement the compressed work week.
At the end of the six-month period, the Hospital will assess the success/efficiency and/or patient care impacts of the extended tour arrangement. If the Hospital agrees, extended tours will be introduced on a permanent basis after the conditions in (b) are met.
- b. Extended tours shall be introduced onto _____ when:
 - i. Eighty percent (80%) of the RPNs in the unit so indicate by secret ballot; and,
 - ii. The Hospital agrees to implement the compressed work week.
- c. A compressed work week may be discontinued on _____ when:
 - i. fifty percent (50%) of the RPNs in the unit so indicate by secret ballot; or
 - ii. the Hospital because of:
 1. Adverse effects on patient care
 2. Inability to provide a workable staffing schedule
 3. Unacceptable levels of absenteeism
 4. The Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary.
states its intention to discontinue the compressed work week in the schedule.
- d. When notice of discontinuation is given by either party in accordance with paragraph (b) above, then:
 - i. the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and,
 - ii. where it is determined that the compressed work week will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

2. **Scheduling Objectives**

The Hospital will endeavour to achieve and maintain the following objectives in the formulation of working schedules for RPNs working on an extended tour basis:

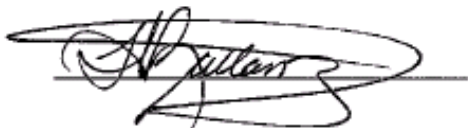
- a. Shift schedules will be posted two (2) weeks in advance and cover a minimum period of four (4) weeks.
- b. A request for a change in the posted shift schedule must be submitted in writing and co-signed by the RPN willing to make the exchange. Such request is subject to approval by the Hospital, and will not be unreasonably denied. Such exchange shall not in any event result in premium or overtime payment by the Hospital.
- c. RPNs will not be scheduled to work more than four (4) consecutive extended tours.
- d. The scheduling provisions of Article 10.09 may be waived by the Hospital between the second (2nd) Monday in December and the second (2nd) Monday in January, to provide for Christmas and New Year's scheduling.
- e. The scheduling provisions of Article(s) 10.02 and 10.03 are waived in order to accommodate the extended tours.
- f. The day shift will be the first shift of the day.

3. **Paid Time Entitlement - Full-time Only**

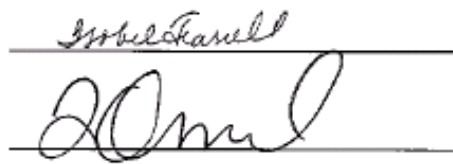



- a. Entitlements for vacation and sick benefits will be converted to equivalent hours.
- b. Payment of holidays as stated in Article 15.0 will remain at seven and one half (7½) hours per day.

Signed this 13th day of February, 2012.

For the Employer



For the Union

LETTER OF UNDERSTANDING #4

Between

WEST LINCOLN MEMORIAL HOSPITAL

and

NIAGARA HEALTH CARE & SERVICE WORKERS UNION LOCAL 302
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

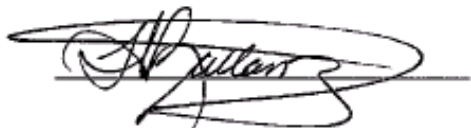
RE: PROFESSIONAL RESPONSIBILITY - WORKLOADS

The parties agree that patient care is enhanced if concerns relating to the professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

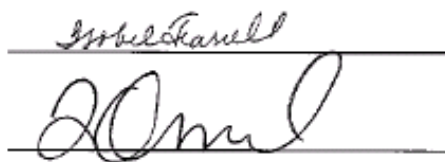
In the event that an employee or group of employees, covered under the *Regulated Health Professions Act* (RHPA), are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their Supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the supervisor and to the Union. The Workload Review Form will be attached to this Letter of Understanding.

Signed this 13th day of February, 2012.

For the Employer

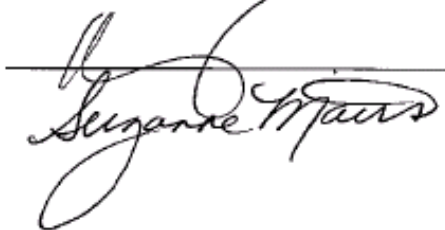


For the Union



Sheila Parsons

Paul Miller



LETTER OF UNDERSTANDING #5

Between

WEST LINCOLN MEMORIAL HOSPITAL

and

NIAGARA HEALTH CARE & SERVICE WORKERS UNION LOCAL 302
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

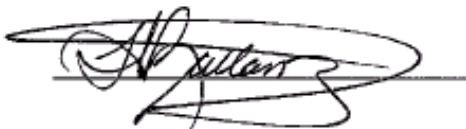
RE: REGULAR PART-TIME COMMITMENT

The Hospital will schedule according to the demands of the units/departments. The Hospital requires employees who wish to remain in a regular part-time category must make a commitment to be available. This includes the following conditions:

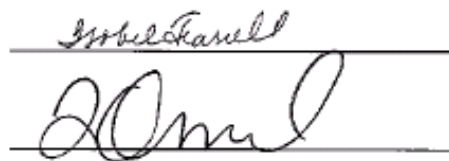
1. After the posted schedule, inclusive of vacation time and exclusive of shift exchanges be available to work at least three (3) tours per week or two (2) extended tours per week.
2. Available to work at least two (2) weekends in four (4).
3. Available to work all shifts as required.
4. Available to work as scheduled over the Christmas and/or New Year's period as required, subject to Article 16.04.

Signed this 13th day of February, 2012.

For the Employer

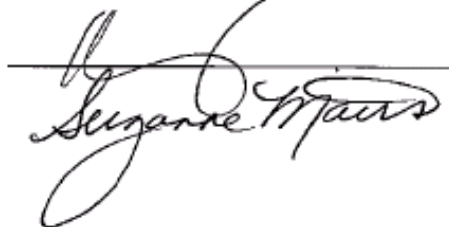


For the Union



Sheila Parsons

Paul Miller



LETTER OF UNDERSTANDING #6

Between

WEST LINCOLN MEMORIAL HOSPITAL

and

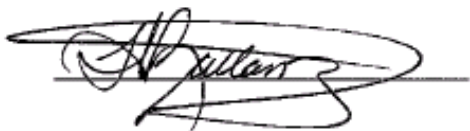
NIAGARA HEALTH CARE & SERVICE WORKERS UNION LOCAL 302
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

RE: INFLUENZA VACCINE


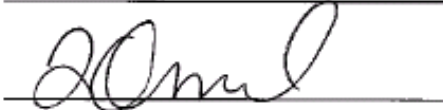
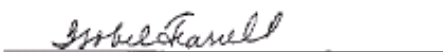
The parties agree to forward the Union's proposal to the Joint Occupational Health and Safety Committee for review. Any subsequent recommendations shall be forwarded to the Labour Management Committee for review and finalization.

Signed this 13th day of February, 2012.

For the Employer



For the Union



LETTER OF UNDERSTANDING #7

Between

WEST LINCOLN MEMORIAL HOSPITAL

and

NIAGARA HEALTH CARE & SERVICE WORKERS UNION LOCAL 302
affiliated with the CHRISTIAN LABOUR ASSOCIATION OF CANADA

Re: Four (4) On/Five (5) Off Schedule Template

The Hospital and the Union have agreed to the 4 on/5 off tour schedule on _____ subject to the following terms and conditions. With the exception of the specific variations set out in this memorandum, all other terms and conditions of the Collective Agreement remain in full effect.

The parties will meet at least twice per year to monitor the schedule.

The 4 on/5 off schedule may be discontinued when:

- a. Fifty percent (50%) of the employees on the unit who vote indicate so by secret ballot; or
- b. The Hospital because of
 - i. adverse effect on patient care,
 - ii. inability to provide a workable schedule,
 - iii. unacceptable levels of absenteeism, or
 - iv. the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the innovative schedule.

When notice of discontinuation is given by either party in accordance with (a) and (b) above, then:

- c. The parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- d. Where it is determined that the four (4) days on and five (5) days off schedule will be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are so amended.

All premiums, with the exception of consecutive hours worked in excess of twelve (12) consecutive hours and shift and weekend premiums, will be waived during the transition period.

Scheduling Objectives

- a. An employee will not be scheduled to work consecutive tours totalling more than four (4) consecutive extended tours without written mutual consent. If an employee is scheduled to work more than four (4) consecutive tours, he/she shall be paid premium pay in accordance with Article 10.15 for every consecutive hour worked in excess of forty-five (45) hours worked. It is understood that any hours under Article 10.15 will be excluded in the calculation of the forty-five (45) hours.

- b. At least three (3) weekends off in nine (9) shall be scheduled.
- c. When scheduling rotation changes at least twelve (12) hours off will be scheduled between shift changes.

Applies to full-time employees only

- a. A paid holiday lieu day referred to in Article 15.06(b) will be scheduled at a mutually agreed time on an otherwise unscheduled day.
- b. By September 1st of each year, all full-time employees will request two (2) additional twelve (12) hours tours to be worked in the first half of the next calendar year. If an employee fails to request the additional required tours by September 1st of each year, the Hospital will schedule the required tour(s). Any change to these scheduled tours will be at the discretion of the Hospital.

By March 1st of each calendar year, all full-time employees will request one (1) additional twelve (12) hour tour to be worked in the second half of the current calendar year. If an employee fails to request the additional required tour by March 1st of each year, the Hospital will schedule the required tour. Any change to these scheduled tours will be at the discretion of the Hospital.

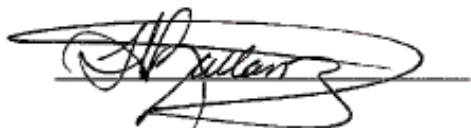
It is understood that such additional hours scheduled shall be paid at the employee's regular straight time hourly rate, and not be used for purposes of any premium payments and not be construed to be a guarantee of hours of work.

Applies to part-time employees

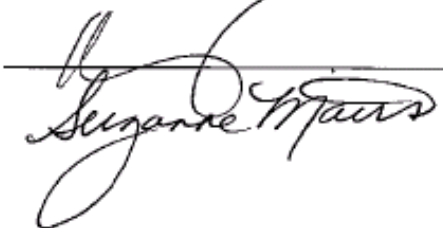
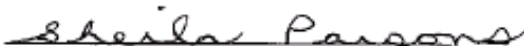
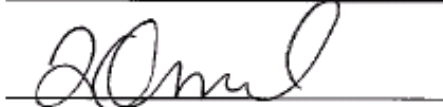
Part-time employees will be scheduled in accordance to Letter of Understanding #5, numbers (1), (3) and (4).

Signed this 13th day of February, 2012.

For the Employer



For the Union





NOTIFICATION OF IMPROPER WORK ASSIGNMENT

Complainants to complete every section

DATE/TIME OF OCCURRENCE _____ **DATE TO EMPLOYER** _____

AGENCY _____ **WARD/DEPT** _____ **SHIFT** _____

TYPE OF CARE _____ **BED CAPACITY** _____ **PATIENTS (#)** _____

STAFFING _____ **USUAL STAFFING** _____

I/We, the undersigned, believe that I was/we were given an assignment that was inconsistent with proper patient care for the following reasons: (Brief outline of problem/assignment attached).

To correct this problem, I/we recommend:

NAME OF IMMEDIATE SUPERVISOR NOTIFIED: _____

DATE/TIME OF NOTIFICATION _____

RESPONSE/ACTION _____

I/We do not believe this response was adequate to resolve our concerns. I/we therefore request our local president/executive committee refer these concerns to the AAC. Failing resolution of the employees' concerns, the association may consider these issues under the professional responsibility clause.

Signature of Complainant(s) & Printed Name(s) below:

X _____	X _____	X _____
X _____	X _____	X _____