

COLLECTIVE AGREEMENT

between:

**WEST LINCOLN MEMORIAL
HOSPITAL**

and

**CHRISTIAN LABOUR
ASSOCIATION OF CANADA**

Expires: September 30, 2001

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COLLECTIVE AGREEMENT

Between:

WEST LINCOLN MEMORIAL HOSPITAL

and

NIAGARA HEALTH CARE & SERVICE WORKERS UNION

LOCAL 302

affiliated with the

CHRISTIAN LABOUR ASSOCIATION OF CANADA

Expires: September 30, 2001

ARTICLE 1 - PREAMBLE

1.01 Preamble

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~~ **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 ~~six~~ (6) months, 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. **This** term may be extended a further six (6) months on mutual agreement of the Union, employee and Hospital. 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 9.03.

- 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, lay-off, 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 lay-off, ~~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 copy will **be** posted in the Hospital.
- 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** notifications 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 agrees that a Union steward shall be allowed a reasonable period during regular working hours to interview newly hired employees during their probationary period. The purpose of the meeting will be to acquaint the employees with such representative of the Union and the collective agreement. These interviews shall be scheduled in advance and may be arranged collectively or individually by the Hospital.
- 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, because of conscientious objection cannot support the Union may apply to the Union in writing, explaining their objection and requesting that their deducted monies be forwarded to a registered, Canadian charitable organization, or

other trade union, providing that trade union is operating **as** a certified bargaining **agent** under federal or provincial legislation. **Where** the Union is satisfied that an employee cannot support the Union because of valid conscientious objection, the Union **and** the employee will select **a** charitable organization or other trade union by mutual agreement **and** the Union will forward the deducted **monies** to the organization at the **end** of each calendar year.

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 meetings 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 Registered Practical Nurses who are hired with two (2) or more years of recent related clinical

experience will be **paid** at the one **(1)** year level of the wage grid.

- 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.

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 & 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 ($7\frac{1}{2}$) hours exclusive of **a** one-half ($\frac{1}{2}$) hour unpaid meal period,

- 10.03 a. All authorized work performed in excess of seven **and** one-half ($7\frac{1}{2}$) hours per day or thirty-seven **and** one-half ($37\frac{1}{2}$) hours per week averaged over the period scheduled by **the** Hospital will **be** paid at the **rate of time and** one-half ($1\frac{1}{2}$) the employee's regular straight time rate of pay.
- b. Full-time employees who are required to work on their scheduled day off will be paid at the rate of time and one-half ($1\frac{1}{2}$) the employee's regular straight time rate of pay.
- 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 ($7\frac{1}{2}$) 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 ($7\frac{1}{2}$) 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 A request by an employee for a change in the posted shift schedule must be submitted in writing and eo-signed by the employee willing to make the exchange, Such request is subject to approval by the Hospital. Such exchange shall not in any event result in premium or overtime payment by the Hospital.

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. Work schedules will be posted two (2) weeks in advance and cover a four (4) week period.

Notwithstanding the above, the Hospital will endeavour to post work schedules that include the Christmas and New Year's Day holidays by the second Monday in November.

Any changes to the work schedule will personally be brought to the attention of the employee. If less than ~~six~~ (6) hours notice ~~is~~ provided, the provisions of Article 11.01 will apply.

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 four (4) or more hours of overtime after her normal shift she **shall** be provided with a hot meal or four dollars (\$4.00) 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 will **be** considered for all additional tours **as** they become available provided they have advised the Hospital in advance that they will **be** available to work on that occasion. **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** 11¼ 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.

ARTICLE 11 - PREMIUM PAYMENTS

11.01 Repotting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Employees scheduled to work less than seven and one-half (7½) hours per day will receive a pro-rated amount of reporting pay.

11.02 Call-Back

An employee called back to work after leaving the premises who reports to work outside his normal scheduled hours of work will receive, no matter what period of time is actually worked, no less than the equivalent of four (4) hours' pay at time and one-half his regular straight time hourly rate except to the extent that such four (4) hour period overlaps or extends into the employee's regularly scheduled shift. In such a case, the employee will receive time

and one-half the employee's regular straight time hourly rate for actual hours worked up to the commencement of the employee's regular 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

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 \$2.10 per hour for all hours on standby.

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 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 an allowance of forty cents (\$0.40) per

hour in addition to her regular **wages** from the time of the assignment.

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 forty-five cents (\$0.45) per hour in addition to her regular salary and applicable premium allowance(s).

11.05 Shift Premium

- Employees shall be paid a shift premium of forty-five cents (\$0.45) 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.

- 11.06** RPN's 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

An employee shall be paid a weekend premium of forty-five cents (\$0.45) 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.

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 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 **filing** 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. Effective January 1, 1992, an employee who has completed five (5) years of continuous

service or more but **less** than fifteen (15) 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. Effective January 1, 1992, an employee who **has** completed fifteen (15) years of continuous service or more but less than twenty-five (25) 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. Effective **January 1, 1992**, an employee who has completed twenty-five (25) years of continuous service or more **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.

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. Vacations will not normally be scheduled between **December 15th** and **January 15th** except in those **areas** where it *is* practicable to **do so**.
- b. 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.

- c. 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.
- d. 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:

1,650 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 (~~1 1/2~~) 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 Effective January 1, 1992 vacation entitlement shall be as follows:

An employee who **has** completed less than **3,300** hours of continuous service **as** of December 31 shall receive 4% of earnings;

An employee who has completed **3,300** hours of continuous service **but** less than **8,250** hours of continuous service as of December 31st shall receive 6% of earnings;

An employee who has completed 8,250 hours of continuous service but less than 24,750 hours of continuous service as of December 31st shall receive 8% of earnings;

An employee who has completed 24,750 hours of continuous service but less than 41,250 hours of continuous service as of December 31st shall receive 10% of earnings;

An employee who has completed 41,250 hours of continuous service or more as of December 31st shall receive 12% of earnings.

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:

■year of full-time service = 1,650 hours worked.

14.03 a. Vacations will not normally be scheduled between December 15th and January 15th

except in those areas where it is practicable to do so.

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

- c. 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.

- d. 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 | Canada Day |
| 2 nd Mon. in Feb | Civic Holiday |

Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Floating Holiday (1)	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 Effective January 1, 1992, 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:

- i. illness or accident which commenced in the current or previous **pay** period in which the **holiday** occurred;
- ii. vacation granted by the Hospital;
- iii. the employee's regular scheduled day off;
- iv. 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 ($1\frac{1}{2}$) 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** within sixty (60) days following **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 10.09(d) any scheduling restrictions and/or premium payments will be waived.

ARTICLE 16 - HOLIDAYS (Regular 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
2nd Mon. in Feb	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 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 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 1650 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Notwithstanding the above, if a regular part time employee is absent due to a disability resulting in WSIB benefits, said employee's seniority credit for purposes of promotion, demotion, transfer or layoff, shall accrue for a period of one (1) calendar year from the first day of absence. Said employee's seniority credit shall be calculated by taking an average of the employee's hours worked prior to the commencement of the absence.

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 absent due to illness or disability for a period of twenty-four (24) calendar months from the time the disability or illness commenced.
- h. is a casual employee and has not had active employment with the Hospital for a period of six (6) months.

17.04 Effect of Absence (Full Time Employees Only)

- a. It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- b. During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she

is participating for the period of absence. Notwithstanding this provision, service shall **accrue** for a period of fifteen (15) weeks if an employee's **absence** is due to a disability resulting in **WSIB** benefits.

- c. It is further understood that during **such** unpaid absence, credit for **seniority** for purposes of promotion, demotion, **transfer** or lay-off shall be suspended **and** not accrue during the period of absence. Notwithstanding this provision **seniority** shall accrue for a period of one **(1)** year if an employee's **absence** is due to a disability resulting in **WSIB** benefits or LTD **benefits** including the period of the disability program covered **by** unemployment insurance.

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**. **The Hospital shall** make typing and other **such** clerical assistance available **as** required.

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.

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.

18.02 Notice of Layoff**a. Union**

There shall be at least three (3) months' notice to the Union in the event of a proposed lay-off 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 lay-off 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 copy of any notice of layoff to an employee will be provided to the Union at the same time,

18.03 Severance and Retirement Options

a. Severance Pay

Within the lesser of thirty (30) days from the date of notice of lay-off or the notice provided above an employee with more than twelve (12) months service with the Hospital who has received notice of lay-off 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 lay-off an employee who has received notice of lay-off 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 one ~~(1)~~ weeks pay for each year of service with the Hospital to a maximum of twenty-six ~~(26)~~ 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 lay-offs in the unit.

- c. A full-time employee who has completed one ~~(1)~~ year of service and
- i. whose lay-off 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 eight (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.

18.04 In the event of a decrease in the workforce, the **Hospital** shall lay-off 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.

18.05 An employee who is subject to lay-off shall have the right to either:

- a. accept the lay-off; 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 lay-off 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) calendar days following the notification of the lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

18.06 An employee shall be the opportunity of recall, subject to Article **18.08**, from a lay-off 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.

- 18.07 No new employee **shall** be hired to a classification in which a lay-off of employees has taken place until all **those laid** off employees have, *in* accordance with Article 18.06, been given an opportunity to **return** to work.
- 18.08 A **laid** off employee shall retain the rights of recall for a period of twenty-four (24) calendar months,
- 18.09 As provided for in this Article, lay-offs and recalls for full-time employees shall be separate and apart from lay-offs and recalls for regular part-time **employees.**
- 18.10 **Benefits on Lay-Off**
In the event of a lay-off 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 lay-off occurs or until the **laid-off** employee is employed elsewhere, whichever occurs first.
- 18.11 Notwithstanding Article 18.09 a full-time employee can **displace** a regular **part-time** employee in accordance with Article 18.05 (b).

A full-time employee can be recalled to a regular part-time position in accordance with Article 18.06.

ARTICLE 19 - HEALTH & 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 \$15.00 (single) **and** \$25.00 (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 vision care (maximum \$90.00 every 24 months) and hearing aid allowance (lifetime maximum \$300.00 per individual). Effective March 1, 1993 vision care maximum \$100.00 every 24 months.

Existing provisions for private duty nursing services contained in **the** present Extended Health Care Plan **will be** amended to reflect that this benefit **is limited** to a maximum of ninety (90) eight (**8**) hour shifts in a calendar year.

- 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. Effective March 1, 1993 the Hospital's contribution to the **Dental Plan** will be seventy-five per cent (75%).

- 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 Hospital's 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.

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.

Employees wishing to join the pension plan may do so, however the percent in lieu will be 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 1992 Hospitals of Ontario Disability Income Plan brochure.
- 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 promptly report such illness at least one **(1)** hour before the commencement of the day shift and **two (2)** hours before the commencement of evening and night shifts.
- 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 Effective January 1, **1992**, 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 It is understood that the Hospital will utilize the ~~Modified Work~~ Program developed jointly with the Union to assist employees in their return to work.

ARTICLE 22 - LEAVES OF ABSENCE

22.01 Personal Leave

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 shall be granted three (3) consecutive working days off without loss

of regular straight time pay for **scheduled** hours, within **five (5)** calendar **days** commencing with the day of death of a member of her immediate family. "Immediate **family**" means parent, spouse, **child**, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law. The Hospital, in its discretion, **may extend** such **leave** without pay.

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 coronets 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:

- i. notifies the Hospital immediately on the employee's notification that she will be required to attend court;
- ii. presents proof of service requiring the employee's attendance:

- iii. **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, 1990***, as amended.
- 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. **Pull-Time Only**
It **is** understood that during a pregnancy leave, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits, except benefit plans, under provisions of the Collective Agreement or elsewhere shall

be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence.

The Hospital shall **maintain** its premium payments for applicable benefit plans for the **period** of the **pregnancy** leave, provided the employee agrees to contribute the employee share of the premiums, 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.

Credit for seniority shall accumulate during pregnancy leave,

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. Effective after ratification and on the date of confirmation by the Employment Insurance Commission of the appropriateness of the

Hospital's Supplemental Unemployment Benefit (SUB) 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 unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) 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, 1990*, as **amended**.
- 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. **Full-Time Only**
It is understood that during a parental leave, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits, **except** benefit **plans**, under provisions of the Collective Agreement or elsewhere shall **be** suspended, the benefits concerned appropriately reduced **on a** pro rata basis and the employee's anniversary date adjusted by the **entire period** of the absence.

The **Hospital** shall maintain its premium payments for applicable benefit plans for the period of the parental leave, provided the employee agrees to contribute the employee share of the premiums, 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.

Credit for **seniority** shall accumulate during parental leave.

- h. Effective after ratification and on the date of confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) 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, 1984*, shall **be paid** a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) 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.

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 If the Hospital agrees to a job-sharing arrangement pursuant to Article ~~19.01~~ of the Central Agreement, the following conditions shall apply unless otherwise agreed to **by** the parties:
1. Job sharing requests with regard to full-time positions shall **be** considered on an individual **basis**.
 2. 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 Supervisor of the Department.

3. The **above** schedules shall conform with the **scheduling** provisions for the full-time **employees**.
4. Each job sharer **may** exchange shifts with her partner, **as well as** with **other** employees **as** provided by the Collective Agreement.
5. 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.
6. **Coverage:**
 - a. **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.

b. **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

7. 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.
8. **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.
9. If one of the job sharers leaves the arrangement, her position will be posted. If there **is** no successful applicant to the position, the shared position must revert to a full-time

position. The remaining employee will have the option of continuing the full-time position or reverting to a part-time position for which she ~~is~~ **is qualified**. if she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

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.

23.03 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.

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.

Effective October 1, 1993 and on that date for each subsequent year the Hospital will provide forty-five dollars (\$45.00) per year to each full-time employee (\$25.00 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 \$70.00 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 3.6 cents 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.

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 & 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. 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:

Step No. 1

The employee may submit a written grievance signed by the employee to his immediate supervisor. 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 immediate supervisor will deliver his decision in writing within nine (9) calendar days following the day on which the grievance **was** presented to him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under **Step No. 1**, the employee may submit the

written grievance to his Department Head who will deliver *his* decision in **writing** within nine (9) **calendar days** from the date on which the written grievance **was** presented to him. The parties may, if they **so** desire, meet to discuss the grievance at a **time and** place suitable to both parties. This step may **be** omitted where the employee's immediate supervisor and **Department** Head are the same person. Failing settlement then:

Step No. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his designate. A meeting **will** then be **held** between the Hospital Administrator or his designate and the Grievance Committee within nine (9) calendar **days** of the submission of **the** grievance at **Step No. 3** unless extended **by** agreement of the parties. **It** is understood and agreed that a representative of the Niagara Health Care and Services Union, Local 302 and the grievor may be present at the meeting. **It is further understood that the** Hospital Administrator or his 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.

- 27.04 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. 3 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.
- 27.05 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.

27.06 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 effected. 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.

- 27.07 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. 3 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. 3, it will be deemed to have been received within the time limits.
- 27.08 All agreements reached under the grievance procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.
- 27.09 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.

- 27.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 27.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 27.12 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.
- 27.13 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.

- 27.14 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.
- 27.15 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*.
- 27.16 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 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 until and including September 30, 2001 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.


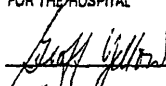
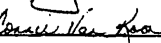
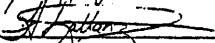
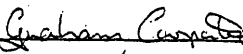
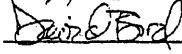

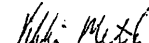
29.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a

period of ninety (90) days prior to the expiring date of this Collective Agreement.

SIGNED at Grimsby, Ontario, this 17th day of May, 2000.

FOR THE UNION

FOR THE HOSPITAL

 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____

	Oct 1/98	Apr 1/99	Oct 1/99
start	13.33	13.47	13.60
Aft 1yr/1650 yr	13.59	13.73	13.87
Aft 2 yr/3300 yr	13.86	14.00	14.14
Start	14.46	14.61	14.75
Aft 1 yr/1650 hr	14.76	14.91	15.05
Aft 2 yr/3300 hr	15.07	15.22	15.37
Start	14.90	15.06	15.20
Aft 1 yr/1650 hrs	15.22	15.37	15.52
Aft 2 yr/3300 hrs	15.52	15.68	15.84
Start	16.50	16.75	16.92
Aft 1 yr/1650 hrs	16.84	17.09	17.26
Aft 2 yr/3300 hrs	17.17	17.43	17.60

	Oct 1/98	Apr 1/99	Oct 1/99
Start	17.34	17.60	17.78
Aft 1 yr/1650 hrs	17.68	17.94	18.12
Aft 2 yr/3300 hrs	18.03	18.29	18.48
Start	19.59	19.89	20.09
Aft 1 yr/1650 hrs	19.99	20.29	20.49
Aft 2 yr/3300 hrs	20.39	20.70	20.90
Start	13.18	13.34	13.45
Start	14.74	14.88	15.03

	Apr 1/00	Oct 1/00	Apr 1/01
Start	13.74	13.87	13.94
Aft 1yr/1650 yr	14.00	14.15	14.22
Aft 2 yr/3300 yr	14.27	14.42	14.49
Start	14.90	15.05	15.13
Aft 1 yr/1650 hr	15.20	15.36	15.43
Aft 2 yr/3300 hr	15.53	15.68	15.76
Aft 1 yr/1650 hrs	15.36	15.51	15.59
Aft 2 yr/3300 hrs	15.68	15.84	15.92
Aft 2 yr/3300 hrs	15.99	16.15	16.23
RPN, Building Maintenance I			
Start	17.17	17.34	17.52
Aft 1 yr/1650 hrs	17.52	17.69	17.87
Aft 2 yr/3300 hrs	17.86	18.04	18.22

	Apr 1/00	Oct 1/00	Apr 1/01
Start	18.04	18.22	18.40
Aft 1 yr/1650 hrs	18.39	18.58	18.76
Aft 2 yr/3300 hrs	18.76	18.95	19.14
Start	20.39	20.59	20.80
Aft 1 yr/1650 hrs	20.80	21.01	21.22
Aft 2 yr/3300 hrs	21.22	21.43	21.64
Start			
Start			

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.

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.

2. 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.
3. The parties agree to refer the issue of an employee's Employee Assistance Program to the Labour-Management Committee for discussion. The Committee is mandated to find ways and means of providing this type of support for West Lincoln Memorial Hospital employees.

Dated this ___ day of _____ 2000.

FOR THE UNION

FOR THE HOSPITAL

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 ___ day of _____, 2000 at Grimsby, Ont

FOR THE UNION

FOR THE HOSPITAL

_____	_____
_____	_____
_____	_____
_____	_____

LETTER OF UNDERSTANDING #3

Between:

WEST LINCOLN MEMORIAL HOSPITAL

Hereinafter referred to as "the Employer"

and

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

Hereinafter referred to as "the Union"

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 RPN's 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 RPN's 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 RPN's 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 RPN's 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. _____ RPN's 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 ____ day of _____, 2000.

For the Employer

For the Union

LETTER OF UNDERSTANDING #4**Between:****WEST LINCOLN MEMORIAL HOSPITAL**

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"

Regarding: Housekeeping and Laundry Uniforms Allowance

The **parties** agree that employees in the Housekeeping and Laundry department will receive a uniform allowance under Articles 24.02 and 24.03 rather than being provided with uniforms. This agreement will become effective [date to be determined by Union but not later than September 30, 1998 (or end of pay period date).] At this time the employees will turn in their current uniforms. The uniform allowance payable, if any, in October 1998 under Article 24.02 and 24.03 will be for the period from the date determined above when the employees turn in their uniform and September 30, 1998 (or end of pay period date).

Notwithstanding the Hospital's **right** to determine whether to supply and launder uniforms or provide a uniform allowance, a uniform allowance will continue to be paid to **these** employees until such time as **the** Hospital **deems** it necessary to change the practice. No change in practice will take place prior to advising the Union and discussion of the change in practice at a Labour Management Committee meeting.

Signed this ____ day of _____, 2000

For the Employer

For the Union

LETTER OF UNDERSTANDING #5

Between:

WEST LINCOLN MEMORIAL HOSPITAL
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"

Regarding: Regular Part Time Commitment

The Hospital requires that employees who wish to remain in the regular part time category, must make a commitment to be available. This includes the following conditions:

1. Available to work at least three (3) scheduled 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 ____ day of _____, 2000

For the Employer

For *the* Union
