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TERM.	2001	03	31
NO. OF EMPLOYEES	160		
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Collective Agreement

between

CHATHAM-KENT HEALTH ALLIANCE

Combined

Public General Hospital, Chatham

and

St. Joseph's Hospital, Chatham

and

Service Employees International Union, Local 210

FULL TIME

Expiry Date:

MARCH 31, 2001

12309(011)

FOREWORD

This Agreement resulting from Collective Bargaining between Chatham-Kent Health Alliance and Service Employees' Union, Local 210, affiliated with Service Employees' International Union, AFLCIOCLC, is for the purpose of producing the most favourable relationship between the employees and the Employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all. **We** strongly urge our members to consult with their Stewards or Union representatives concerning any matter pertaining to the provisions of this Agreement.

SCHOLARSHIPS

In **1962** our International Union established a program which offers ten four your scholarships of **\$750.00** a year to our members and children of members. In addition, Local **210** has established a scholarship of **\$500.00** per year up to four years, called the **S.E.I.U.**, Local **210** Scholarship. These awards are made each year. For further details contact the Union Office.

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Kenneth W. Brown
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ARTICLE I PURPOSE.

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Hospital and the employees concerned and to provide mechanisms for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work for all employees within the Bargaining Unit.

ARTICLE 2 RECOGNITION AND COVERAGE

- 2.01 The Hospital recognizes the Union as the sole bargaining agent for all full time employees at the Hospital in Chatham, save and except professional medical staff, graduate nursing staff, undergraduate nursing staff, graduate pharmacists, undergraduate pharmacists, graduate dietitians, undergraduate dietitians, technical personnel, supervisors, foremen, persons above the rank of supervisor or foreman, office staff, chief engineer, and employees represented by another bargaining unit and persons regularly employed for not more than twenty-four (24) hours per week.
- 2.02 It is hereby agreed that the term "technical personnel" as used in paragraph 2.01 above shall include qualified physiotherapists, and occupational therapists, psychologists, electroencephalographics, electrical shock therapists, laboratory, radiological, pathological, and cardiological technicians, and students taking formal courses leading to their certification as Registered Technicians or Registered Radiological Technicians.
- 2.03 The words "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above, unless expressly provided otherwise.
- 2.04 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides.

ARTICLE 3 RELATIONSHIP

- 3.01 The Hospital and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or lack of membership in the Union or because of his/her activity or lack of activity in the Union.

3.02 The Union further agrees that there will be no solicitation for membership, collection of dues or other Union activities on the premises of the Hospital, save as specifically permitted by this Agreement, or in writing by the Hospital.

3.03 Violation of this Article shall render any employee liable to discipline or dismissal.

ARTICLE 4 UNION SECURITY

4.01 As condition of employment, the Hospital will deduct from each employee covered by this Agreement an amount equal to the regular monthly dues designated by the Union.

Such dues will be deducted from the first pay of the month. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.

The amount of regular monthly dues shall be those authorized by the Union and the Union shall notify the Hospital of any changes therein and such notification shall be the Hospital's conclusive authority to make the deductions specified.

All dues deducted shall be remitted to the Union, no later than the end of the month in which the dues were deducted.

The Union shall indemnify and save the Hospital harmless with respect to all dues so deducted and remitted.

4.02 All new employees hired after the signing date of this Agreement shall, as a condition of employment, be required to sign a dues deduction authorization on completion of their probationary period.

ARTICLE 5 MANAGEMENT FUNCTIONS

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

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion or transfer or a claim that

an employee who has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the Grievance Procedure;

- (c) establish and enforce rules and regulations to be observed by the employees, provided that they are not inconsistent with the provisions of this Agreement;
- (d) generally to manage and operate the Hospital in all respects in accordance with its obligations, commitments and responsibilities including the right to determine all matters concerning the Hospital's operations, not otherwise specifically dealt with elsewhere in this Agreement.

5.02 The Hospital agrees that these functions ~~will be~~ exercised in a manner consistent with the provisions of this Agreement.

5.03 The Union further recognizes the right of the Hospital to operate, manage and direct its business in all respects in accordance with the obligations and interests and in the interests of its patients, service to them and the welfare of the community at large, and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations to be observed by employees, which rules and regulations will not be inconsistent with the provisions of this Agreement.

ARTICLE 6 REPRESENTATION

6.01 The Hospital will recognize a Grievance Committee of not more than nine (9) employees selected by the Union to be known as "stewards" provided no more than three (3) members of the Grievance Committee shall be present at any meeting with the Hospital. No more than one (1) Union Steward will be absent from any one unit/department at any one time.

Note: See attached Letter of Understanding outlining representation when St. Joseph's Campus relocates to Public General Campus.

6.02 The Hospital will recognize a Negotiating Committee composed of not more than three (3) employees selected and designated by the Union and such other Union representatives (non employees) as the Union may designate.

Not more than one ~~C~~Steward will be absent from any one department/unit at any time excluding the Chief Steward.

6.03

Employees will not be eligible to serve as members of the Grievance Committee unless they have at least twelve (12) month's seniority.

6.04

The Hospital will recognize a Chief Steward and stewards from each of the following Departments of the Hospital:

Nursing Services	(2)
Housekeeping	(2)
Nutrition Services	(1)
Maintenance	(2)
Materials Management	(1)

(See attached Letter of Understanding re stewards when St. Joseph's relocates to Public General Campus.)

6.05

The Union acknowledges that Stewards have their regular duties to perform on behalf of the Hospital and that such persons shall not leave their regular duties without having first secured permission from their immediate supervisor, which shall not be unreasonably withheld. Stewards shall state their destination to their immediate supervisor, and shall report again to him/her at the time of their return to work. In accordance with the foregoing, the Hospital agrees that Stewards servicing grievances of employees during their regular working hours shall not be subject to any deduction in their regular pay.

6.06

The Union will keep the Hospital notified in writing of the names of its currently authorized members of the Grievance Committee and the Negotiating Committee.

6.07

The Employer agrees to compensate members of the Negotiating Committee for time lost from their work for attending meetings between the Employer and the Union which are held for the purposes of negotiating a new Collective Bargaining Agreement between the Parties hereto; provided that such compensation will **only** be made or paid in respect of such meetings up to and including conciliation and in respect of such meetings relating to

negotiation of said Collective Bargaining Agreements subsequent to the within Agreement.

- 6.08 An employee is entitled, if he so requests to have a Steward attend with him/her at any meeting with supervisors or representatives of management that is likely to result in any disciplinary action on the part of the Hospital or the creation of any disciplinary record for the employee. Also, letters of reprimand to be removed after twenty four (24) months discipline free.
- 6.09 As part of the regular orientation day for new employees, the Hospital will give a representative of the Union an opportunity to address the group of newly hired Union employees for a maximum of thirty minutes (30) minutes.
- 6.10 A Labour/Management meeting will be scheduled on a regular monthly basis, provided either party provides an agenda three (3) days prior to the meeting. Rotating chairs will be the Chief Steward and Director of Human Resources. Attendance is limited to three (3) members from each party and off-shift Union representatives shall be paid for time attending the meeting.

ARTICLE 7 NO STRIKE, NO LOCKOUT

- 7.01 a) During the term of this Agreement, the Hospital will not cause or direct any lockout of its employees and the Union will not cause, direct or condone any strike and if employees engage in such action, the Union shall instruct and direct such employees to return to work and resort to the Grievance Procedure herein contained.
- (b) The definition of the terms "lockout" and "strike" as used in Section (a) above, shall be in accordance with the Labour Relations Act R.S.O. 1980, Chapter 228 and amendments thereto.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust the complaint. This complaint shall be discussed with employees immediate supervisor within five (5) working days after the event giving rise to the complaint has originated or occurred. Failing settlement by

the immediate supervisor within five (5) working days, it may then be taken up as a grievance within five (5) working days following advise of the immediate supervisor's decision in the following manner and sequence:

STEP NO. 1

The employee must submit the grievance in writing signed by him to his immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought. The immediate supervisor will deliver his decision in writing within five (5) working days after the grievance was presented.

STEP NO. 2

Within five (5) working days following the decision of the immediate supervisor, the employee may submit the written grievance to his Department Head. The Department Head shall deliver his decision in writing within five (5) working days following the presentation of the grievance to him.

STEP NO. 3

Within five (5) working days following the decision of the Department Head, the employee may present his grievance in writing to the Director of Human Resources. The Director of Human Resources shall deliver his decision in writing within five (5) working days following the presentation of the grievance to him.

8.02 If no **written** request for arbitration is received within ten (10) working days after the decision is given in Step 3, it shall be deemed to have been settled.

8.03 A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement, shall be originated at Step 3 within fifteen (15) calendar days following the circumstances giving rise to the grievance.

8.04 Saturdays, Sundays and statutory holidays as recognized by this agreement will not be **counted** in determining the time within which any step in this article or in articles 9 or 10 must be taken.

- 8.05 - At all steps of the grievance procedure the grievor shall have the assistance of a union steward who may attend grievance meeting.
- 8.06 Upon mutual agreement, steps 2 and 3 may be replaced with a special meeting attended by and governed under provisions set out in this Article 8.
- 8.07 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving to the Department Head or designate, within five (5) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.
- 8.08 Abandonment. At any step if parties do not respond within the time limit or grievance is not moved within the time limit, grievance either succeeds or is dropped, except upon agreement in writing by both parties of an extension to the time frame.

ARTICLE 9 DISCHARGE SES

- 9.01 a) In the case of a grievance alleging improper discharge of any employee employed within the Bargaining Unit described in Article 1.01 of this Agreement, the discharged employee shall submit his grievance in writing to the Director of Human Resources or designate within four (4) working days after the date of his discharge. The Director of Human Resources or designate shall convene a meeting with the aggrieved employee, the Departmental Steward, the Chief Steward and the Business Agent of the Union within five (5) days after the date on which the Director of Human Resources or designate received the written grievance. The purpose of this meeting shall be to discuss and consider the grievance. The Director of Human Resources or designate shall deliver his decision in writing to the Chief Steward within three (3) days after the date of the meeting and a copy shall be mailed to the Union Office. If the written decision of the Director of Human Resources or designate is not satisfactory to the Union, the grievance may be taken to arbitration in accordance with the provisions of this Article and Article 6 of this Collective Agreement.

- b) The Hospital agrees that where action is taken against an employee by way of suspension or discharge, a copy of such notice shall be given to the employee and the Union within three (3) working days following such action. Failure to provide such written notice, however, shall not in any way nullify the action taken by the Hospital.

9.02 A claim by a probationary employee that he has been unjustly released shall be treated as a grievance, provided the employee is entitled to grieve for reasons of release which **are** arbitrary, discriminatory, in bad faith or when exercising a right under this Agreement. The written grievance must be received by the Hospital within seven (7) days after the date the release is effective.

Such special grievances 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 without loss of seniority and with or without full compensation for the time lost, or
- (c) by any other arrangement may be deemed just and equitable.

ARTICLE 10 - ARBITRATION

10.01 When either party requests that any matter be submitted to arbitration as herein provided, the request shall be made in writing accompanied by the name of the party's nominee. Within five (5) days after the receipt of such request, the other party shall select a nominee and give notice thereof to the other party.

10.02 No person may be appointed who has been involved in an attempt to negotiate or settle the grievance.

10.03 If within five (5) days thereafter, the nominee representing each party cannot agree upon an arbitrator, a request shall be addressed to the Minister of Labour of Ontario, who shall appoint an arbitrator. Upon the appointment of such arbitrator, he shall be the Chairman of the Board of Arbitration and the matter of the grievance shall be submitted to such Board as rapidly as possible. Each party shall pay the nominee appointed by it and the arbitrator shall be paid as to one-half (1/2) by each of the parties.

- 10.04 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 10.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement. Any decision or penalty made or imposed by the Employer, which does not involve the interpretation, application, administration or violation of this Agreement, may not be dealt with any way by the Arbitrator or Board of Arbitration.
- 10.06 Proceedings before the Arbitration Board will be expedited by the parties hereto. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs.
- 10.07 The parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board as referred to in this Collective Agreement at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 11 - SENIORITY

- 11.01 a) An employee will be on probation until he/she has completed two (2) months continuous employment. Upon completion of such probationary period, the employee's name shall be placed on the seniority list and credited with two (2) months' seniority.

Notwithstanding the foregoing, employees who are regularly employed for more than twentyfour (24) hours per week but less than forty (40) hours per week shall be on probation until they have completed sixty (60) days of active employment within a six (6) month period. It is understood and agreed that an employee hired to fill a vacancy created due to the absence of an employee on maternity leave shall, notwithstanding the foregoing, continue on probation for all purposes under this agreement until one (1) week following the return to work of the employee absent due to maternity leave. On completion of their probationary period, such employees' names shall be

placed on the respective seniority list and credited with sixty (60) days seniority.

An up-to-date copy of the full time seniority list shall be posted on the appropriate bulletin board four (4) times per year – January 15, April 15, July 15, and October 15. The hospital agrees to provide the Union a copy of the full time seniority list in conjunction with the above noted dates.

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

11.02 (a) ~~Where~~ a member of the part time bargaining unit has completed the probationary period and then transfers to the full time bargaining unit via the job postings procedure, he will be considered to be serving a trial period during the first sixty (60) continuous working days spent in the new position. If the employee is unable to perform the ~~duties/requirements~~ of the new position satisfactorily, he will be offered the opportunity to return to his previous position in the part time bargaining unit. An employee may elect to return to his previous position in the Part Time bargaining unit within the same sixty (60) day period subject to the agreement of the employer. If the employee returns to the part time unit he will not ~~lose~~ seniority previously accrued in the part time unit and will be credit with seniority through the sixty (60) day period. All other terms and provisions of the Collective Agreement respecting benefits and seniority will remain in effect.

- (b) In the event that a full time employee becomes a part time employee, via the job posting procedure, such employee's ~~name~~ will be removed from the full time employee's seniority list and will be added to the part time seniority list. Such employees shall ~~carry~~ with them all accumulated seniority to the date of becoming a part time employee. In calculating accumulated seniority, one (1) year's continuous service shall equal sixteen hundred (1600) hours worked.

- (c) In the event that a part time employee becomes a full time employee, such employee's name will be removed from the part time seniority list and will be added to the full time seniority list. Such employee will be credited with all accumulated seniority to the date of becoming a full time employee in accordance with the following formula:

$$\frac{\text{Number of hours worked since last date of hire}}{1600} = \text{years of full time and continuous service}$$

This conversion formula in (b) and (c) above will be effective as of date of ratification for those transferring after date of ratification.

ARTICLE 12 - LAY-OFF AND RECALL

12.01 Planned temporary closures of any part of the Hospital's facilities which is not anticipated to exceed three (3) calendar months in length shall be administered as follows {closures could be one (1) month to three (3) months in length but in no event would exceed a maximum of three (3) months in any twelve (12) month period} :

- (a) The Union shall be notified thirty (30) calendar days in advance.
- (b) Affected employees shall be notified thirty (30) calendar days in advance and by seniority and qualifications will be:
 - (i) re-assigned to other areas, if work available
 - (ii) allowed to apply for vacation
 - (iii) allowed to apply for unpaid leave of absences
 - (iv) laid off

12.02 Notice of Lay-off

In the event of issuing a notice of a permanent or long term layoff resulting in an individual(s) losing employment, the following provisions will apply. (For clarification, this means that the employee has been laid off from employment or the employee has received notice of layoff or is in a position that has been identified as being surplus or redundant)

- (a) In the event of a proposed lay-off at the Hospital of a permanent nature within the bargaining unit, the Hospital shall:
 - (i) provide the Union with no less than six (6) months' written notice of the proposed lay-off and
 - (ii) provide to the affected employee(s), if any, no less than six (6) months' written notice of lay-off, or pay in lieu thereof.
 - (iii) If a position becomes available within a classification within the six (6) month period, an employee who is on notice of lay-off from that classification, that employee shall be recalled into the classification. If the position becomes available when no one is on their six (6) month notice period or layoff, the position will be posted.

NOTE: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (I) above shall be considered notice to the Union of any subsequent lay-off.

- (b) Meet with the Union through the Labour Management Committee to review the following:
 - i) The reasons causing the lay-off.
 - ii) The method of implementation including the areas of cutback and employees to be laid off.
 - iii) The service the Hospital will undertake after the lay-off.
- (c) Such notice will be handed to the employee or, in the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

12.03 In the event of a substantial bed cutback or cutback in service, the Hospital will provide the Union with reasonable notice. If requested, the Hospital will meet with the Union through the Labour/Management Committee to review the reasons and expected duration of the bed cutback or cutback in service, any realignment of service or staff and its effect on employees in the bargaining unit.

12.04 In the event of lay-off, the Hospital shall lay off employees in the reverse order of their seniority within their classification on the unit/department. No full time employee within the bargaining unit will be laid off as a result of all of his hours being assigned to one (1) or more part time employees. Probationary and/or temporary employees will be laid off first.

12.05 (a) An employee who is subject to lay-off (as provided in Article 12.02) shall have the right to either:

i) accept the lay-off and be placed on a recall list for twenty four (24) months; or

ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification on a unit/department if the employee originally subject to layoff can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off and will themselves be entitled to utilize this procedure.

In the event that there are no employees with lessor seniority in lower or identical paying classifications as defined in this article, a laid off employee will have the right to displace an employee with lessor seniority, who is the least senior employee in a classification provided he/she can perform the duties without training other than orientation. Such employee so displaced will be laid off and will have the right to displace the least senior employee in the bargaining unit.

(b) The decision of the employee to choose (i) or (ii) above shall be given in writing to the designated Hospital representative within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of lay-off. Employees failing to respond will be deemed to have accepted lay-off.

12.06 An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level he would have achieved in the lower classification based on his service and experience with the Hospital.

12.07 Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has

been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.

- 12.08** An employee shall have the opportunity of recall from a lay-off to an available opening, 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 will not apply until the recall process has been completed.
- 12.09** An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay-off should it become vacant within six (6) months of being recalled.
- 12.10** No new bargaining unit employee shall be hired until all those laid off have been given an opportunity to return to work and/or have failed to notify the Hospital of their intention to do so, in accordance with Article **12.12** below, or have been found unable to perform the work available.
- 12.11** It is the sole responsibility of the employee who has been laid off to notify the Hospital of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays, and paid Holidays) after being notified to do so by telephone and confirmed by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.
- 12.12** Where the employee fails to notify the Hospital of his intention to return to work in accordance with the provisions of Article **12.11**, he shall lose all seniority and be deemed to have quit the employ of the Hospital.
- 12.13** A laid off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of lay-off.
- 12.14** The Chief Steward shall be the last bargaining unit employee subject to lay-off, if there is work available for which he is qualified to perform.

12.15 (a) **SEVERANCE & RETIREMENT OPTIONS**

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

(b) **RETIREMENT ALLOWANCE**

Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or indefinite 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 his/her right to notice and will receive severance pay on the basis of two (2) week's pay for each year of service with the Hospital to a maximum of twenty six (26) weeks; on the basis of the employee's normal weekly earnings. In addition, full time employees will receive a lump sum payment equal to one thousand dollars (\$1,000.00) for every year less than age sixty-five (65), to a maximum of five thousand dollars (\$5,000.00).

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

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

- (i) whose layoff is permanent, or
- (ii) who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (A) or (B) of this Article, will be entitled to severance pay equal to the greater of two (2) weeks' pay or two weeks' pay per year of service to a maximum of twenty-six (26) weeks' pay.

This entitlement will not be in addition to any entitlement to severance pay under the Employment Standards Act, but at the same time, will 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 will be deemed to have resigned, and his or her recall rights will be extinguished.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

13.01 The Hospital shall not contract out any work usually performed by members of this 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 14 - LOSS OF SERVICE

14.01 An employee shall lose all seniority if he:

- (a) voluntarily leaves the employ of the Hospital;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration procedure;
- (c) is laid off for a period of six (6) months or for a period equal to the employee's seniority whichever is greater, for an employee with less than two (2) year's seniority. For an employee with more than two (2) years seniority who is laid off for a period in excess of twenty four (24) months.
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- (e) fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- (f) fails to return to work within ten (10) working days after being recalled from layoff by telephone and confirmed by registered mail unless an explanation satisfactory to the Hospital is given by the employee;
- (g) Employee is absent due to illness or disability, which absence continue for thirty (30) months for an employee with two (2) or more year's seniority and

for an employee with less than **two** (2) years of seniority, it will be the greater of six (6) months or equal to his seniority.

NOTE: This clause will be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

14.02 It shall be the duty of the employee to notify the Hospital promptly of any change of address. If an employee fails to do this, the Hospital will not be responsible for failure of a notice sent by registered mail to reach such employee.

ARTICLE 15 HOURS OF WORK

15.01 The standard work day for all employees will consist of seven and one-half (7 ½) hours excluding the unpaid meal period.

15.02 The standard work week for all employees will average thirty seven and one half (37½) hours per week over a period scheduled by the Hospital (which in the case of Nursing employees will not exceed eight (8) weeks, and which in the case of all other employees in the Bargaining Unit will not exceed three (3) weeks) provided however, that this does not constitute a guarantee as the hours of work per day nor as to the days of work per week.

15.03 (a) Authorized work performed by employees in excess of the standard work day of the standard work week, as defined in Article 15.02 foregoing, will be paid for at the rate of time and one-half (1½) the employee's regular rate of pay for all hours worked., or taken as time owing at the rate of time and one-half (1 ½) for all hours worked.

(b) Where an employee is required to work authorized overtime in **excess** of his regularly scheduled hours on a paid holiday (but not including hours of a subsequent regularly scheduled shift), such employee will receive **two** (2) times his regular straight time rate for such additional authorized overtime.

(c) **Where** the employee requests time off in lieu of overtime pay, such time off will be taken at a mutually agreeable time within the next ninety (90) days. If a mutually agreeable time cannot be accommodated, the employee will be paid accordingly.

15.04 All employees will be entitled to two fifteen (15) minute rest periods per day without reduction in pay and without increasing the regular working hours.

- 15.05 ~~Where~~ an employee ~~is~~ held over and required to work more than ~~two~~ (2) hours beyond his/her regular shift, he/she shall receive a meal voucher or, when the cafeteria is closed, a meal allowance in the amount of five (\$5.00) dollars per meal providing such meal is actually taken. An employee so held over shall be entitled to a further meal or payment in lieu thereof on the same basis for each completed subsequent four (4) hour period thereafter.
- 15.06 The term "weekend" shall include Saturday and Sunday.
- 15.07 It is acknowledged that during the period May 1st to September 30th, it may be convenient to schedule part time employees to work hours over and above their normal hours. Where these employees are scheduled as vacation replacements, and work more than twenty four (24) hours per week in that period, they will not be considered members of the full time bargaining unit.
- 15.08 (a) The Hospital agrees to post work schedules not less than three (3) weeks in advance of their taking effect. It shall be the responsibility of the employee to consult the current work schedule before going off duty. Subject to paragraph (b), it shall be the responsibility of the Hospital to notify an employee of any change in his schedule providing any change made with less than twenty four (24) hours' notice shall mean the employee concerned will receive time and one-half (1 ½) his normal rate of pay for all hours worked on the changed shift, except in the cases of emergency or circumstances beyond the control of the Hospital.
- (b) ~~Where~~ employees within the same classification desire to exchange shifts, they must make their request in writing on a Mutual Change Request Form. Consent will not be unreasonably withheld. Such exchange will not trigger any premium payments.
- (c) Individual Request Forms for excused days off must be forwarded in advance of the schedule being posted.
- 15.09 In the Department of Nursing where employees are required to rotate on the day, afternoon, and/or night shifts, the Hospital will arrange shifts such that there will be a minimum of sixteen (16) hours between the end of one shift and the start of the following shift. In the event the Hospital fails to schedule sixteen (16) hours off between shifts, any employee affected shall in such event be paid premium pay calculated at the rate of time and one-half (1 ½)

his/her regular straight time hourly rate of pay for the number of hours difference between sixteen (16) hours and the actual number of hours off. Premium pay in this Article will not apply where an employee requests a change of shift.

15.10 **EXTENDED TOURS - IMPLEMENTATION and DISCONTINUATION**

- a) Extended tours shall be introduced into any unit when:
 - 1) A majority (51%) of the employees who vote so indicate by secret ballot and
 - 2) The Hospital agrees to implement the extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

- b) Extended tours may be discontinued in any unit when:
 - 1) A majority (51%) of the employees who vote so indicate by secret ballot or
 - 2) The Hospital because of: (a) adverse effects on patient care. (b) inability to provide a workable staffing schedule or (c) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary, states its intention to discontinue the extended tours in the schedule.

- c) When notice of discontinuation is given by either party in accordance with paragraph (b) above then:
 - 1) The parties shall meet within three (3) weeks or giving the request for discontinuation and
 - 2) Where it is determined that the extended tours will be discontinued, affected employees will be given sixty (60) days notice before the **schedules** are so amended.

The process by which any secret ballot shall be conducted will be mutually agreed between the Hospital and the Union.

The scheduling of extended tours will be in accordance with the following:

The normal extended tours shall be defined as:

0700 ----- 1900 days
1900 ----- 0700 nights

Unless the Hospital and the Union agree to alter the extended tours to meet the needs of the unit.

EXTENDED TOURS - HOURS OF WORK

- 1) Regular hours of work are based on 37½ hours per week exclusive of meal period; each tour is twelve (12) hours eg: 0700--1900 hours: paid time is 11.25 hours.
- 2) Scheduling a ~~two~~ (2) week period will include six (6) 11.25 hour tours and one ~~(17)5~~ hour tour for a total of seventy-five (75) hours unless alternate averaging is agreed by the parties to meet the needs of a specific unit.
- 3) No split shifts will be schedule.
- 4) There will be at least ~~forty-eight~~ (48) hours off when changing from night shift to the day shift.
- 5) There will be a minimum of eleven point twenty-five (11.25) hours off between scheduled shifts.
- 6) Weekends off will be scheduled alternately.
- 7) A weekend, for the purpose of this Article, is defined as at least fifty-six (56) hours off from the end of the day shift on Friday until the commencement of the Monday day shift.
- 8) An employee will receive at least two (2) consecutive days ~~off~~ in any week.
- 9) No employee will be scheduled to work more than three (3) consecutive extended tours. Time and one-half (1 ½) will be paid for all hours worked on a fourth (4th) consecutive and all subsequent consecutive extended tours until a day off is received and except where:

- (i) Such tour has been worked by the employee to satisfy a lieu day request by the employee, or
 - (ii) Such tour is worked as a result of an exchange of tours with another employee.
- 10) The normal scheduling provisions will be waived between December 15 and January 15 in order to provide for Christmas and New Year's scheduling.

The Hospital will endeavour to schedule not less than five (5) consecutive days off in conjunction with either Christmas or New Year's.

The Hospital will provide time off from at least 0700 hours the day before the holiday that the Employee is granted (either Christmas Day or New Year's Day). Christmas will include Christmas Eve Day, Christmas Day and Boxing Day, and New Year's will include New Year's Eve day and New Year's Day. Where an Employee requests not to be scheduled off five (5) consecutive days at Christmas or New Year's, such Employee is to put his request in writing to the Supervisor.

15.11 : **HEI**

Note: The following provisions will apply if the Hospital agrees to self-scheduling:

- (a) Collective Agreements are to be followed at all times.
- (b) Each staff is responsible to ensure they have the required amount of hours.
- (c) Four (4) weeks of workable time will be ready for Management approval.
- (d) Each group will be given a chance to choose their time first, on a rotating basis. The first group which will be the full time will have seven (7) days to choose their time, with each person having only one (1) pick at the time. It is the employee's responsibility to complete within the time frame, otherwise their schedule will be arbitrarily set out. Once completed the second group which will be the part time will have seven (7) days to choose their time. Each person having only one (1) pick at the time.

ARTICLE 16 -WAGES

- 16.01 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital will determine the rate of pay for such classification and notify the Union of the same. If the Union challenges the rate, it will 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 receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting will 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 this Agreement within fifteen (15) days of such meeting.

- 16.02 The Hospital agrees to pay and the Union agrees to accept for the term of this Agreement, the rates of wages as outlined in Schedule "A" attached hereto.

- 16.03 (a) **Where** an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of 4 or more consecutive hours, **he/she** shall be paid the rate in the higher salary range and at the level appropriate to his/her service from the commencement of the shift.

- (b) Where an employee is assigned temporarily the duties of a higher paying classification outside the bargaining unit, he shall be paid for each shift worked a premium of ten percent (10%) of his regular rate.

- (c) Employees will not normally be scheduled to work more than seven (7) consecutive days. **Where** an employee is required by the Hospital to work in **excess** of seven (7) consecutive days, the eighth (8) and any subsequent consecutive days will be paid at time and **onehalf** (1%). Premium pay in this Article will not apply where an employee requests a change of shift.

- 16.04(a) All employees regularly performing shift work shall receive a shift premium in the amount of sixty cents (\$.60) per hour. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.

- (b) An Employee shall be paid a weekend premium of sixty cents (\$.60) per hour for each hour worked between 24:00 hours Friday and 24:00 hours Sunday.

16.05 All time spent by an employee attending meetings or Employee Safety Tours of the Occupational Health and Safety Committee shall be deemed to be work time for which he shall be paid by the Hospital at his straight time hourly rate and shall be entitled to such time from work as is necessary to attend scheduled meetings.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 The Hospital, may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. **All** requests for such leave of absence will be in writing and at least two (2) weeks in advance.

17.02 The Hospital agrees to grant leave of absence, without pay, for Union business to employees selected by the Union to attend conventions or conferences providing Hospital conditions permit. It is understood that the maximum total of all leaves granted under this section will not exceed twenty (20) days normal or standard working days in any calendar year and requests for such leave of absence shall be made, in writing, at least ~~two~~ (2) weeks in advance. The Hospital shall pay the members their wages for such leave and bill the Union for payment; after ten (10) working days the benefit costs of 16% **shall** be included.

17.03 The Hospital agrees to grant leave of absence, without pay, for an **R.P.N.** elected to a board committee, College of Nurses or **O.R.N.A.** providing Hospital conditions permit. It is understood that only one ~~(R)P.N.~~ will be granted leave and the maximum total of all leaves granted under this provision will not exceed twenty normal or standard working (20) days in any calendar year and requests for such leave of absence will be made, in writing, at least two (2) weeks in advance.

17.04 **Maternity and Parental Leave**

- (a) Maternity and Parental leaves shall be in accordance with the Employment Standards Act. A copy of the relevant portion of the Employment Standards Act will be provided to employees upon request.
- (b) An employee who is on maternity leave as provided under this Agreement who is in receipt of Employment Insurance Maternity Benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five (75%) percent of her regular weekly earnings and the sum of her weekly employment insurance benefits and any other earnings. Such payment shall commence following the completion of the two (2) 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 maternity benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employees' 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.

17.05 **EFFECT OF ABSENCE**

- (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, will 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 is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums as outlined in 23.08 while an employee is in receipt of WSIB benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff will not be suspended

and accrue ,during the period as outlined in Art. 14.01 (g) if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits.

ARTICLE 18 BULLETIN BOARDS

18.01 The Hospital will provide bulletin board space in areas designated by the Hospital for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the Local Union and submitted to the Director of Human Resources or his appointee for approval prior to being posted.

ARTICLE 19 STATUTORY HOLIDAY PAY

19.01 Employees who have completed their probationary period shall receive pay for the following holidays:

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

19.02 Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his/her regular rate of pay.

19.03 Where the Hospital requires work within a Unit/Department to be performed on both Christmas Day and New Year's Day, the Hospital will schedule the two Holidays off rotated equitably from year to year among all employees on that Unit\Department.

19.04 In order to qualify for holiday pay, the employee must work in the full scheduled shifts immediately preceding and immediately following the holiday, except in the cases of excused illness, providing the employee has worked one full shift in the week immediately preceding and one full shift in the week immediately following. If the employee is scheduled to work on the holiday and fails to report for, and perform his work on the said holiday, he will not be paid for the said holiday, except in cases of excused illness on the holiday, in which case the employee will receive holiday pay.. The employer

when necessary, has the right to demand a medical certificate or other proof satisfactory as proof of such illness.

19.05(a) If an Employee is scheduled to work on a Statutory Holiday shift, as hereinafter defined, and actually works, then he may elect either:

(i) to be paid for all hours worked on such shift at the rate of one and one-half (1½) times his regular rate of pay in addition to his regular rate of pay, or

(ii) to be paid for all hours worked on such shift at the rate of one and one-half (1½) times his regular rate of pay, and to have an alternative day off at regular rates (such day will be given by the Hospital within thirty (30) calendar days after the Holiday to be taken on a day mutually arranged between the employee and the Hospital);

(b)

If the employee wishes to have the scheduled Statutory Holiday day off after the schedule is posted, the employee must submit the request on an Individual Request Form and the change may be accommodated if part time staff are available to replace.

(c) a Statutory Holiday shift is defined as

(i) a shift which commences and ends on said Statutory Holiday; or

(ii) a shift which commences the night prior to the Statutory Holiday if the majority of the hours worked on the shift fall within the said Holiday;

(d) the shift which commences on the Statutory Holiday and continues into the next day will not be considered or treated as a Statutory Holiday shift if the majority of the hours worked on the shift fall outside the said Statutory Holiday.

19.06 In the event that a Holiday falls within the employee's scheduled days off or during a vacation period, he will be granted a lieu day to be taken off at some future date to be mutually agreed upon as provided under 19.05.

ARTICLE 20 - VACATIONS

- 20.01 Employees will be entitled to vacations with pay based on length of continuous service as set out below:
- (a) Employees who have less than six (6) month's continuous service as of September 1st in any year will receive vacation pay in the amount of four percent (4%) of their wages paid for all work done during the period of their employ;
 - (b) Employees who have completed six (6) months and less than one (1) year continuous service as of September 1st in any year will receive one (1) week's vacation with pay at their regular rate of pay;
 - (c) Employees who have completed one (1) year or more and less than two (2) year's continuous service as of September 1st in any year will receive an annual vacation of two (2) weeks with pay at their regular rate of pay;
 - (d) Employees who have completed two (2) years or more and less than five (5) years of continuous service as of September 1st in any year will receive an annual vacation of three (3) weeks with pay at their regular rate of pay.
 - (e) Employees who have completed five (5) years or more and less than fifteen (15) years of continuous service as of September 1st in any year, will receive an annual vacation of four (4) weeks with pay at their regular rate of pay.
 - (f) Employees who have completed fifteen (15) years or more of continuous service as of September 1st in any year will receive an annual vacation of five (5) weeks with pay at their regular rate of pay.
 - (g) Employees who have completed twenty five (25) years or more continuous service as at September 1st, will receive an annual vacation of six (6) weeks with pay at their regular rate of pay.
- 20.02 An employee whose service with the Hospital is terminated for any reason except discharge for cause will receive vacation pay for the period to which he is entitled in accordance with the provisions of this Agreement.
- 20.03 Vacations will, subject to the efficient operation of the Hospital or unless otherwise mutually agreed upon, be scheduled during the calendar year in which the same became due, on a seniority basis.

20.04 Vacation periods will be arranged with the employee's Department Head, consideration being given to the needs of the Department in question and the employee's wishes on a seniority basis.

20.05

Where an employee's scheduled vacation is interrupted due to non-elective surgery or serious illness/injury requiring the employee to be an inpatient in a hospital, the period of such hospitalization or the period of receiving home care (as prescribed by a physician and supplied by a professionally accredited provider and upon the receipt of proof of such service) will be considered sick leave.

20.06 Vacation requests must be submitted in writing by April 1st and the approved schedule will be posted by May 1st of each calendar year. After April 1st vacation will be scheduled on a first come first serve basis.

ARTICLE 21 - BEREAVEMENT PAY

21.01 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 pay for scheduled hours (computed at the employee's straight time hourly rate, excluding shift or other premiums), in conjunction with the day of the funeral of a member of the employee's immediate family.

Immediate family shall mean the employee's father, mother, spouse, common-law spouse, same sex spouse, sister, brother, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, current step parents.

21.02 The employee will be granted one (1) day 's leave of absence with pay to attend the funeral for the following family members:

- step brother or step sister
- legal guardian of the employee

ARTICLE 22 - SICK LEAVE

- 22.01 The Hospital agrees during the term of this Agreement to provide coverage to all eligible employees in the bargaining unit under the Hospitals of Ontario Basic Standard Sick Leave Program.
- 22.02 The Hospital agrees, during the term of this Agreement to contribute seventy-five (75%) percent of the applicable monthly premiums towards coverage of eligible employees under the Hospitals of Ontario Disability Income Program with respect to employees who have completed the necessary requirements providing the remaining twenty-five percent (25%) of the premiums are paid by the employees through payroll deductions. It is further understood that the enrolment shall be mandatory for new employees hired after the signing of this Agreement.
- 22.03 The employee must notify his Department Head or designate of his absence at least three (3) hours prior to his regular starting time on the first day of absence, or as soon as possible, at which time he shall supply the following:
- (a) reason for absence;
 - (b) estimated duration of absence;
 - (c) methods of contacting the employee during his absence.
 - (d) if an employee is able to return to work at an earlier date than anticipated, he shall give the Department Head or designate notification by 1500 hours of the preceding day such intention to return so that the necessary adjustment can be made to the staff. Employees confined to Hospital or at home as the result of a serious illness or accident shall keep the Hospital advised of their condition from time to time as is practical and notify their Department Head or designate of the date they expect to return to work.

22.04 **Workplace Safety & Insurance Board Benefits and Sick Leave**

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from WSIB if her claim was approved, or the benefit to which she would be entitled under the short term sick portion of the disability income plan (HOODIP). Payment will be provided only if the employee provides evidence of disability,

satisfactory to the Hospital and a written understanding satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of a claim by the Workplace Safety & Insurance Board. If the claim for Workplace Safety & Insurance Board is not approved, the monies paid as an advance, will be applied toward the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum fifteen (15) weeks.

- 22.05 Any dispute which may arise concerning an employee's entitlement to long term disability benefits, and which is not covered by the appeal mechanism provided for under the policy of insurance, may be the subject of a grievance and arbitration under the provisions of this agreement.
- 22.06 The Hospital will pay for all doctor's notes and other forms to be filled in by specialists as requested by the Hospital.

ARTICLE 23 - HEALTH AND WELFARE

- 23.01 The Hospital agrees to contribute one hundred percent (100%) of the billed premiums towards the present coverage of eligible employees under the Ontario Health Insurance Plan for each employee in the active employ of the Hospital and in the bargaining unit who has completed his probationary period.
- 23.02 The Hospital agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of employees under the present life insurance plan.
- 23.03 The Hospital agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees (married or single) under the Extended Health Care Plan (\$15 /\$25 deductible) which shall include a Vision Care. Plan (\$120 every 24 months) providing the balance of the premiums is paid by employees through monthly payroll deductions. Membership in the Plan will be compulsory for all members not otherwise covered in the bargaining unit.
- 23.04 The Hospital agrees to contribute seventy-five percent (75%) of the applicable billed premiums towards coverage of employees under the Dental

Plan (ODA Schedule of 1 year behind the current year), providing the balance of the premium is paid by employees through monthly payroll deductions.

23.05 Enrolment in the Hospital's Pension Plan is a condition of employment for all eligible employees.

23.06 It is understood that after consultation with the Union, the Hospital may substitute another carrier for any plan (other than OHIP) which it is the obligation of the Hospital to provide under the terms of the Collective Agreement, provided that the benefits conferred thereby are, in all respects, equivalent or better than those provided under the plan for which it is proposed to make a substitution. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the views of the Union with respect to such proposed change. Upon request by the Union, the Hospital shall provide to the Union full specifications of the benefit programs as contracted for and in-effect as proposed with the new carrier.

23.07 The Hospital agrees to contribute seventy five percent (75%) of the billed premiums towards coverage of eligible employees for semiprivate coverage, providing balance of the premium is paid by the employees through monthly payroll deductions.

23.08 For an employee receiving Long Term Disability Benefits or Workplace Safety & Insurance Board Benefits, the Hospital agrees to continue its share of the premiums for OHIP, Major Medical Plan, Dental Plan and semiprivate Hospital Accommodation coverage for the following time periods:

- (a) for an employee with less than five (5) years of service – 12 months
- (b) for an employee with between five (5) and ten (10) years of service – 18 months
- (c) for an employee with more than ten (10) years of service – 24 months.

ARTICLE 24 -JURY DUTY

24.01 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 a subpoena to attend a court of law or coroners inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Hospital immediately upon the employee's notification that he will be required to attend Court; and
- (b) presents proof of service requiring the employee's attendance; and
- (c) promptly pays to the Hospital the amount (other than expenses) paid to the employee for such service or attendance; and
- (d) returns to work or attends his normally scheduled shift on completion of such jury or witness duty.

ARTICLE 25 - CALL-IN/STANDBY

25.01 An employee on standby who is called in to work will be paid at one and one-half (1½) times his basic rate for the hours worked with a minimum of four (4) hours at his straight time rate for each call-back, except to the extent that such period of call-in overlaps and extends into his regular shift in which case he will be paid time and one-half (1½) for all hours worked up to commencement of his regular shift. The number of hours paid for call-back will be deducted from the hours of standby.

An employee called back other than from standby will be paid at one and one-half (1½) times his basic rate for the hours worked with a minimum of four (4) hours at his straight time rate, except to the extent that such period of call-in overlaps and extends into his regular shift in which case he will be paid time and one-half (1½) for all hours worked up to the commencement of his regular shift.

A "maintenance" employee on standby who is called in to work will be paid one and one-half (1½) times his basic rate for the hours worked with a minimum of four (4) hours at his straight time rate for each call-back except to the extent that such four (4) hour period overlaps and extends into his regular shift in which case he will be paid time and one-half (1½) for all hours worked up to the commencement of his regular shift.

- 25.02 Any employee may be required to standby and be recalled to duty as required: an employee required to standby and be available as aforesaid will be paid standby pay at the rate of two dollars and ten cents (\$2.10) per hour. Standby pay will, however, cease where an employee is called into work, and works during the period of standby.

ARTICLE 26 - JOB POSTINGS

26.01 (a) Vacancies in the bargaining unit which occur after the execution of the Collective Agreement will be posted, for a period of seven (7) consecutive calendar days on all respective bulletin boards. The day of the posting is not included in the seven (7) day period. A vacancy is defined as a permanent opening in the job classification where the number of persons required by the Hospital exceeds the number classified therein but does not include openings which will not or are not expected to exceed sixty (60) calendar days or temporary openings caused by absence due to illness, leave of absence or other related matters.

- (b) An applicant will undergo a trial period of sixty (60) days worked prior to being awarded the posting. If unsuccessful, the applicant will be returned to his original position.

It is agreed the Hospital may waive the trial period.

- (c) In the event an employee's services are not satisfactory in the new unit, area or classification and it is decided to return him to his previous position within the sixty (60) days worked from the date of transfer or if the employee is transferred back to his original position at his request within the sixty (60) days worked, his seniority rights and privileges which he enjoyed at the date of the transfer in the department from which he originally transferred shall revert and apply.

Should (c) above result in an employee reverting to their previous position the Hospital shall re-post the vacancy.

- 26.02 The Hospital will post suitable notices of vacancies for seven (7) calendar days where these may be seen by employees to enable employees in all units, areas or classifications to apply for such vacancy. In all cases of promotions (other than to positions outside the scope of the bargaining unit), the following factors will be considered:

- (a) Seniority;
- (b) Skill, education, qualifications, physical capability, and ability to perform the work. Where factor (b) is relatively equal, factor (a) will govern. Full Time applicants from the unit, area or classification concerned will be given first consideration. If no suitable full time applications are received, then applications from other units, areas or classifications will be given consideration.
- (c) Employees who apply for a regular full time job opening as defined in 26.01 (a) and meet the criteria in Article 26.01 will be considered for that posting in the following order:
 - 1) Full Time S.E.I.U. employees from within the Chatham-Kent Health Alliance (Chatham sites only).
 - 2) Part Time S.E.I.U. employees from within the Chatham-Kent Health Alliance (Chatham sites only).
- (d) When a new shift, rotation or area becomes available within a classification within a department\Unit, it will be offered to employees in the department concerned, by order of seniority.
- (e) The Hospital has the right to fill the vacancy on a temporary basis, until the successful applicant is appointed. Subsequent vacancies created by the filling of a posted vacancy will be posted for seven (7) consecutive calendar days. An applicant selected to fill a vacancy need not be considered with respect to any further vacancy within a subsequent period of six (6) months
- (f) Where an employee transfers to another unit, area or classification in accordance with the job posting procedure, the Hospital will endeavour to transfer the employee to the new unit, area or classification as soon as possible.

26.04 If the vacancy is not filled pursuant to this or other applicable Articles, the Hospital may fill the vacancy at its sole discretion.

- 26.05 The Hospital may assign an employee to any vacancy on a temporary basis until the posting procedure has been completed.
- 26.06 An applicant selected to fill a vacancy need not be considered with respect to any further vacancy within a subsequent period of six (6) months.

ARTICLE 27 - TEMPORARY OPENINGS

- 27.01 When the Hospital has a need to **fill** a temporary full time opening and no full time employees on layoff are available the Hospital will **fill** such vacancy as per the following:

Temporary full time term openings not anticipated to exceed six (6) months will be filled at the discretion of the manager by either offering the term appointment to a part time employee on that **unit/department** on the basis of seniority or by distributing the available hours amongst the part time employees on that **unit/department** in accordance with the part time scheduling guidelines. The Hospital can **fill** the subsequent vacant part time position at its sole discretion.

Temporary **full** time term openings anticipated to exceed six (6) months (but not including those openings created due to **WSIB, LTD or MLOA**), the Hospital will post and the filling of the temporary term positions will be subject to the posting language. The Hospital can fill the subsequent vacant position at its sole discretion.

- (a) The Hospital has the right to **fill** the vacancy on a temporary basis, until the successful applicant is appointed.
- (b) Where an employee transfers to another unit, area or classification in accordance with the above procedure, the Hospital will endeavour to transfer the employee to the new unit, area or classification as soon as possible.
- (c) the employee awarded the temporary full time position will assume the schedule of the employee who is absent;
- (d) the employee will receive the rate of pay applicable to the position in accordance with the Collective Agreement;

- (e) the part time employee will accrue seniority in the part time bargaining unit for all hours worked in the temporary position.
- 27.02 The Hospital agrees that it shall exercise its' discretion in Articles 27.01 and in a reasonable and fair manner.
- 27.03 An employee selected to fill a temporary full time opening need not be considered with respect to any further temporary full time openings which arise during the period of the initial opening or within a subsequent period of six (6) months.
- 27.04 During the period in which an employee is filling a temporary full time opening, the Hospital need not consider the employee for transfer to any other temporary term positions but shall be considered (if the employee applies) for posted permanent full time vacancies which may arise.
- 27.05 During the period in which a part time employee fills a temporary full time opening, the employee shall remain a member of the part time unit, covered by the part time Agreement.

ARTICLE 28 - UNIFORM AND SAFETY FOOTWEAR ALLOWANCE

- 28.01 With respect to any employee who is required as part of his/her duties to wear a uniform and where such uniform is not made available to the employee by the Hospital, the Hospital shall pay to such employee a uniform allowance in the monthly amount of nine dollars (\$9.00). Maintenance staff will have their uniforms supplied and laundered. Hospital supplied uniforms must remain on the premises and can not be removed without prior consent by their manager.
- 28.02 Where an employee is required as part of his duties to wear safety footwear, he/she shall be reimbursed up to seventy-five dollars (\$75.00) maximum per calendar year for the purchase of CSA approved safety footwear. Payment will be made upon presentation of receipt for purchase.

ARTICLE 29 TECHNOLOGICAL CHANGE

- 29.01 Technological Change means the automation of equipment, or the mechanization or automation of operations or the replacement of existing

equipment of machinery with new equipment or machinery which results in the displacement of an employee from his/her regular job.

29.02 Where the Hospital has decided to introduce a technological change which will significantly alter the status of an employee within the bargaining unit, the hospital undertakes to meet with the Union to consider the minimizing of adverse effects (if any) upon the employees concerned.

29.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, 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. There shall be no reduction in wage or salary rates during the training period of any such employee.

29.04 Employees who are pregnant shall not be required to operate VDT's. At their request, the Hospital shall temporarily relocate such employees to other appropriate work without loss of employment benefits, but at the wage rate of the job in which the employee is relocated. The determination of the appropriate alternative work shall be at the discretion of the Hospital and such discretion shall not be exercised in an arbitrary or discriminatory manner. If such work is not available or if the employee does not wish to accept the alternative work, the employee may be placed on unpaid leave of absence.

ARTICLE 30 HEALTH AND SAFETY

30.01 (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

(b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member employee of its Accident Prevention - Health and Safety Committee one (1) representative selected or appointed by the Union from amongst bargaining unit employees, to be trained as certified Health and Safety representative at a course approved by the Workers' Health and Safety Committee.

- (c) Such Committee shall identify potential dangers and hazards, institute means of improving Health and Safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a **term** of two (2) calendar years from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with ~~the~~ foregoing shall be granted and time so spent attending such meetings shall be deemed to be work for which the representative(s) shall be paid by the Hospital at his/her regular rate.
- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If ~~such~~ a transfer is not feasible, the pregnant employee, if she so requests, will be granted and unpaid leave of absence before commencement of the maternity leave referred to in Article 17.
- (i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide at no cost to the employees, a Hepatitis B vaccine.
- (j) Employees Personal Property: The Hospital will consider requests for reimbursement for damages incurred to the Employee's personal property **such** as eyeglasses, watches, ripped uniforms, personal clothing as a result of being assaulted while performing work at comparable replacement value or repair upon presentation of receipts.

ARTICLE 31 - VALIDITY

- 31.01** Where any provision of this Agreement or any practice thereunder is at any time contrary to law, this Agreement is not to be deemed to be abrogated but

is to be deemed to be amended so as to make the provision of this Agreement conform to the law.

ARTICLE 32 - UDED PERSONS

- 32.01 Persons excluded from the bargaining unit will not perform duties normally performed by employees in the bargaining unit to the extent it will directly cause or result in the lay off of employees in the bargaining unit or except for the purposes of instruction, emergencies or when bargaining unit employees are not available.

ARTICLE 33 - PRINTING OF AGREEMENT

33.01 The parties agree that the within Agreement will be printed by a printer and in such numbers as the Parties may mutually agree, with the costs being shared equally by the parties.

ARTICLE 34 DURATION

34.01 This Agreement will be effective as and from the date of execution and delivery thereof by both of the Parties and will continue in effect until and including the 31st day of March, 2001.

34.02 All employees in the Bargaining Unit as of the date of ratification June 29, 1999 are entitled to retroactivity of wages on the basis of wage increase times hours paid since April 1, 1996.

34.03 This Agreement will remain in effect until the 31st day of March, 2001, and thereafter will continue in effect automatically for periods of one (1) year unless either Party hereto notifies the other in writing within ninety (90) days prior to March 31, 2001 that it desires the agreement to be amended or terminated.

Dated at Chatham, Ontario this 30 Day of June, 1999.

FOR THE
CHATHAM-KENT HEALTH ALLIANCE

R. De
Beth Hall
W. Hancock
David Sheel
David Elliott

FOR THE
SERVICE EMPLOYEES' UNION,
Local 210,
ST. JOSEPH'S & PUBIC GENERAL CAMPUSES

Tom Brooks
Sherry Holcombe
Kevin Shaw
Brian Poirier
J. Sapatorch

chatham-Kent Health Alliance/PGH/SJH/FULL TIME - March 31, 2001

THIS IS SCHEDULE "A" TO THE COLLECTIVE BARGAINING AGREEMENT MADE BETWEEN CHATHAM-KENT HEALTH ALLIANCE - Public General and St. Joseph's Hosptials Chatham, Ontario, and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 210, Chatham, Ontario, (affiliated with Service Employees' International Union, AFLCIOCLC), the Union of the Second Part and sets forth the rates of wages as referred to in Article 16 of the said Agreement.

Chatham-Kent Health Alliance/PGH/SJH/FULL TIME - March 31, 2001

THIS IS SCHEDULE "A" TO THE COLLECTIVE BARGAINING AGREEMENT MADE BETWEEN CHATHAM-KENT HEALTH ALLIANCE - Public General and St. Joseph's Hospitals Chatham, Ontario, and SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 210, Chatham, Ontario, (affiliated with Service Employees' International Union, AFLCIOCLC), the Union of the Second Part and sets forth the rates of wages as referred to in Article 16 of the said Agreement.

CLASSIFICATION	S J C			P G C		
	START	1 YEAR	2 YEARS	START	1 YEAR	2 YEARS
BUILDING OPERATORS						
April 1/95	0.000	0.000	15.470	0.000	0.000	15.990
April 1/96	0.000	0.000	15.625	0.000	0.000	16.590
April 1/97	0.000	0.000	15.790	0.000	0.000	17.020
April 1/98	0.000	0.000	15.948	0.000	0.000	17.190
April 1/99 Parity	16.394	16.798	17.195	16.394	16.798	17.195
April 1/2000	16.640	17.050	17.453	16.640	17.050	17.453
LEAD ELECTRICIAN						
April 1/95	20.392	20.660	20.939	0.000	0.000	0.000
April 1/96	20.392	20.660	20.939	0.000	0.000	0.000
April 1/97	20.392	20.660	20.939	0.000	0.000	0.000
April 1/98	20.392	20.660	20.939	0.000	0.000	0.000
April 1/99 Parity	20.392	20.660	20.939	0.000	0.000	0.000
April 1/2000	20.392	20.660	20.939	0.000	0.000	0.000
LEADCARPENTER						
April 1/95	20.392	20.660	20.939	0.000	0.000	0.000
April 1/96	20.392	20.660	20.939	0.000	0.000	0.000
April 1/97	20.392	20.660	20.939	0.000	0.000	0.000
April 1/98	20.392	20.660	20.939	0.000	0.000	0.000
April 1/99 Parity	20.392	20.660	20.939	0.000	0.000	0.000
April 1/2000	20.392	20.660	20.939	0.000	0.000	0.000
R P N O R TECHNICIANS						
April 1/95	16.537	16.786	17.030	15.451	15.698	15.941
April 1/96	16.702	16.954	17.200	15.606	15.855	16.100
April 1/97	16.869	17.123	17.372	15.762	16.014	16.261
April 1/98	17.038	17.295	17.546	15.919	16.174	16.424
April 1/99 Parity	17.038	17.295	17.546	17.038	17.295	17.546
April 1/2000	17.294	17.554	17.809	17.294	17.554	17.809
PLUMBER						
April 1/95	0.000	0.000	19.030	0.000	0.000	0.000
April 1/96	0.000	0.000	19.030	0.000	0.000	0.000
April 1/97	0.000	0.000	19.030	0.000	0.000	0.000
April 1/98	0.000	0.000	19.030	0.000	0.000	0.000
April 1/99 Parity	0.000	0.000	18.939	0.000	0.000	0.000
April 1/2000	0.000	0.000	19.223	0.000	0.000	0.000
MAINTENANCE ELECTRICIAN						
April 1/95	17.834	18.104	18.382	16.175	16.575	16.963
April 1/96	18.012	18.285	18.566	16.337	16.741	17.133
April 1/97	18.192	18.468	18.751	16.500	16.908	17.304
April 1/98	18.374	18.653	18.939	16.665	17.077	17.477
April 1/99 Parity	18.374	18.653	18.939	18.374	18.653	18.939
April 1/2000	18.650	18.932	19.223	18.650	18.933	19.223
MAINTENANCE CARPENTER						
April 1/95	17.834	18.104	18.382	16.175	16.575	16.963
April 1/96	18.012	18.285	18.566	16.337	16.741	17.133
April 1/97	18.192	18.468	18.751	16.500	16.908	17.304
April 1/98	18.374	18.653	18.939	16.665	17.077	17.477
April 1/99 Parity	18.374	18.653	18.939	18.374	18.653	18.939
April 1/2000	18.650	18.932	19.223	18.650	18.933	19.223

ORDERLY (Trained)						
April 1/95	0.000	0.000	0.000	14.624	14.874	15.123
April 1/96	0.000	0.000	0.000	14.770	15.023	15.274
April 1/97	0.000	0.000	0.000	14.918	15.173	15.427
April 1/98	0.000	0.000	0.000	15.067	15.325	15.581
April 1/99 Parity	0.000	0.000	0.000	15.067	15.325	15.581
April 1/2000	0.000	0.000	0.000	15.293	15.555	15.815
PHYSIO AIDE(delete 1998)						
April 1/95	14.247	14.350	14.580	13.987	14.187	14.406
April 1/96	14.389	14.494	14.726	14.127	14.329	14.550
April 1/97	14.533	14.638	14.873	14.268	14.472	14.696
April 1/98	14.679	14.785	15.022	14.411	14.617	14.843
April 1/99 Parity	14.679	14.785	15.022	14.679	14.785	15.022
April 1/2000	14.899	15.007	15.247	14.899	15.007	15.247
LAB AIDE						
April 1/95	14.247	14.350	14.580	13.879	14.086	14.299
April 1/96	14.389	14.494	14.726	14.018	14.227	14.442
April 1/97	14.533	14.638	14.873	14.158	14.369	14.586
April 1/98	14.679	14.785	15.022	14.300	14.513	14.732
April 1/99 Parity	14.679	14.785	15.022	14.679	14.785	15.022
April 1/2000	14.899	15.007	15.247	14.899	15.007	15.247
REHAB ASSISTANT - OCCUPATIONAL THERAPY REHAB ASSISTANT - PHYSIO THERAPY						
April 1/95	15.451	15.698	15.941	15.451	15.698	15.941
April 1/96	15.606	15.855	16.100	15.606	15.855	16.100
April 1/97	15.762	16.014	16.261	15.762	16.014	16.261
April 1/98	15.919	16.174	16.424	15.919	16.174	16.424
April 1/99 Parity	15.919	16.174	16.424	15.919	16.174	16.424
April 1/2000	16.158	16.416	16.670	16.158	16.416	16.670
ORDERLY TRAINEE						
April 1/95	0.000	0.000	0.000	13.690	13.690	13.690
April 1/96	0.000	0.000	0.000	13.827	13.827	13.827
April 1/97	0.000	0.000	0.000	13.965	13.965	13.965
April 1/98	0.000	0.000	0.000	14.105	14.105	14.105
April 1/99 Parity	0.000	0.000	0.000	14.105	14.105	14.105
April 1/2000	0.000	0.000	0.000	14.316	14.316	14.316
PAINTER						
April 1/95	15.524	15.783	15.982	15.912	16.304	16.678
April 1/96	15.679	15.941	16.142	16.071	16.467	16.845
April 1/97	15.836	16.100	16.303	16.232	16.632	17.013
April 1/98	15.994	16.261	16.466	16.394	16.798	17.183
April 1/99 Parity	16.394	16.798	17.195	16.394	16.798	17.195
April 1/2000	16.640	17.050	17.453	16.640	17.050	17.453
GENERAL MAINTENANCE						
April 1/95	15.372	15.530	15.828	15.579	15.914	16.256
April 1/96	15.526	15.685	15.986	15.735	16.073	16.419
April 1/97	15.681	15.842	16.146	15.892	16.234	16.583
April 1/98	15.838	16.001	16.308	16.051	16.396	16.749
April 1/99 Parity	16.394	16.798	17.195	16.051	16.396	17.195
April 1/2000	16.640	17.050	17.453	16.292	16.642	17.453
MAINTENANCE HANDY PERSON						
April 1/95	15.175	15.329	15.628	0.000	0.000	0.000
April 1/96	15.327	15.482	15.784	0.000	0.000	0.000
April 1/97	15.480	15.637	15.942	0.000	0.000	0.000
April 1/98	15.635	15.793	16.102	0.000	0.000	0.000
April 1/99 Parity	0.000	0.000	0.000	0.000	0.000	0.000
April 1/2000	0.000	0.000	0.000	0.000	0.000	0.000
LAUNDRY LIGHT (Delete 1997)						
April 1/95	0.000	0.000	0.000	13.933	14.107	14.287
April 1/96	0.000	0.000	0.000	14.072	14.248	14.430
April 1/97	0.000	0.000	0.000	14.213	14.391	14.574
April 1/98	0.000	0.000	0.000	14.355	14.534	14.720
April 1/99 Parity	0.000	0.000	0.000	14.355	14.534	14.720
April 1/2000	0.000	0.000	0.000	14.571	14.752	14.941

LINEN PORTER
LAUNDRY GENERAL

April 1/95	14.650	14.840	15.105	14.120	14.354	14.582
April 1/96	14.797	14.988	15.256	14.261	14.498	14.728
April 1/97	14.944	15.138	15.409	14.404	14.643	14.875
April 1/90	15.094	15.290	15.563	14.548	14.789	15.024
April 1/99 Parity	15.094	15.290	15.563	15.094	15.290	15.563
April 1/2000	15.320	15.519	15.796	15.320	15.519	15.796

COOK

April 1/95	0.000	0.000	0.000	14.616	15.007	15.404
April 1/96	0.000	0.000	0.000	14.762	15.157	15.558
April 1/97	0.000	0.000	0.000	14.910	15.309	15.714
April 1/98	0.000	0.000	0.000	15.059	15.462	15.871
April 1/99 Parity	0.000	0.000	0.000	15.059	15.462	15.871
April 1/2000	0.000	0.000	0.000	15.285	15.694	16.109

ASSISTANT COOK

April 1/95	14.650	14.840	15.105	0.000	0.000	0.000
April 1/96	14.797	14.988	15.256	0.000	0.000	0.000
April 1/97	14.944	15.138	15.409	0.000	0.000	0.000
April 1/98	15.094	15.290	15.563	0.000	0.000	0.000
April 1/99 Parity	15.094	15.290	15.563	0.000	0.000	0.000
April 1/2000	15.320	15.519	15.796	0.000	0.000	0.000

DIETARY GENERAL (Delete 1997)

April 1/95	14.247	14.350	14.580	13.900	14.127	14.353
April 1/96	14.389	14.494	14.726	14.039	14.268	14.497
April 1/97	14.533	14.638	14.873	14.179	14.411	14.641
April 1/90	0.000	0.000	0.000	0.000	0.000	0.000
April 1/99 Parity	0.000	0.000	0.000	0.000	0.000	0.000
April 1/2000	0.000	0.000	0.000	0.000	0.000	0.000

HOUSEKEEPING GENERAL

April 1/95	14.247	14.350	14.580	14.120	14.354	14.582
April 1/96	14.389	14.494	14.726	14.261	14.498	14.728
April 1/97	14.533	14.638	14.873	14.404	14.643	14.875
April 1/98	14.679	14.785	15.022	14.548	14.789	15.024
April 1/99 Parity	14.679	14.789	15.024	14.679	14.789	15.024
April 1/2000	14.899	15.011	15.249	14.899	15.011	15.249

DIALYSIS ASSISTANT
NURSE AIDE II

April 1/95	14.247	14.350	14.580	13.879	14.086	14.299
April 1/96	14.389	14.494	14.726	14.018	14.227	14.442
April 1/97	14.533	14.638	14.873	14.158	14.369	14.586
April 1/98	14.679	14.785	15.022	14.300	14.513	14.732
April 1/99 Parity	14.679	14.785	15.022	14.679	14.785	15.022
April 1/2000	14.899	15.007	15.247	14.899	15.007	15.247

DIETARY AIDE

April 1/95	14.247	14.350	14.580	13.933	14.107	14.287
April 1/96	14.389	14.494	14.726	14.072	14.248	14.430
April 1/97	14.533	14.638	14.873	14.213	14.391	14.574
April 1/98	14.679	14.785	15.022	14.355	14.534	14.720
April 1/99 Parity	14.679	14.785	15.022	14.679	14.785	15.022
April 1/2000	14.899	15.007	15.247	14.899	15.007	15.247

HOUSEKEEPING LIGHT

April 1/95	14.247	14.350	14.580	13.933	14.107	14.287
April 1/96	14.389	14.494	14.726	14.072	14.248	14.430
April 1/97	14.533	14.638	14.873	14.213	14.391	14.574
April 1/98	14.679	14.785	15.022	14.355	14.534	14.720
April 1/99 Parity	14.679	14.785	15.022	14.679	14.785	15.022
April 1/2000	14.899	15.007	15.247	14.899	15.007	15.247

AIDE SPD						
April 1/95	14.247	14.350	14.580	0.000	0.000	0.000
April 1/96	14.389	14.494	14.726	0.000	0.000	0.000
April 1/97	14.533	14.638	14.873	0.000	0.000	0.000
April 1/98	14.679	14.785	15.022	0.000	0.000	0.000
April 1/99 Parity	14.679	14.785	15.022	0.000	0.000	0.000
April 1/2000	14.899	15.007	15.247	0.000	0.000	0.000

MATERIAL HANDLER						
April 1/95	0.000	0.000	0.000	14.016	14.244	14.469
April 1/96	0.000	0.000	0.000	14.156	14.386	14.614
April 1/97	0.000	0.000	0.000	14.298	14.530	14.760
April 1/98	0.000	0.000	0.000	14.441	14.676	14.907
April 1/99 Parity	0.000	0.000	0.000	14.679	14.785	15.022
April 1/2000	0.000	0.000	0.000	14.899	15.007	15.247

PORTER						
April 1/95	14.247	14.350	14.580	14.624	14.874	15.123
April 1/96	14.389	14.494	14.726	14.770	15.023	15.274
April 1/97	14.533	14.638	14.873	14.918	15.173	15.427
April 1/98	14.679	14.785	15.022	15.067	15.325	15.581
April 1/99 Parity	15.067	15.325	15.581	15.067	15.325	15.581
April 1/2000	15.293	15.555	15.815	15.293	15.555	15.815

WARD CLERK						
April 1/95	0.000	0.000	0.000	14.687	14.893	15.105
April 1/96	0.000	0.000	0.000	14.834	15.042	15.256
April 1/97	0.000	0.000	0.000	14.982	15.192	15.409
April 1/98	0.000	0.000	0.000	15.132	15.344	15.563
April 1/99 Parity	0.000	0.000	0.000	15.132	15.344	15.563
April 1/2000	0.000	0.000	0.000	15.359	15.574	15.796

An employee temporarily transferred to acting lead hand will be paid \$1.00 per hour extra.

NOTE: Wages include pay equity adjustments and no further pay equity adjustments will be required during the term of this agreement.

Chatham-Kent Health Alliance/PGH/SJH/FULL TIME - March 31, 2001

Nick Sajatovich
Service Employees' International Union, Local 210
18 Fifth Street North
Chatham, Ontario
N7L 2Z5

Dear Mr. Sajatovich:

This Letter of Understanding serves to confirm the agreement reached at recent contract negotiations that **in** the event the Hospital plans to substantially alter the ratio of RN's to R.P.N.'s **in** any department, the Hospital agrees to meet with the Union in advance, for the purpose of discussing and reviewing the change.

Sincerely,


Director Human Resources

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Chatham-Kent Health Alliance/PGH/SJH/FULL TIME - March 31, 2001

Date June 30/99

Nick Sajatovich
Service Employees' International Union, Local 210
18 Fifth Street North
Chatham, Ontario
N7L 2Z5

Dear Mr. Sajatovich:

This Letter of Understanding serves to **confirm** the agreement reached at recent contract negotiations that a joint Nursing Committee will be established to meet regularly for the purpose of discussing and reviewing nursing issues.

Sincerely



Director Human Resources

Chatham-Kent Health Alliance/PGH/SJH/FULL TIME - March 31, 2001

Date June 22/99

Nick Sajatovich
Service Employees' International Union, Local 210
18 Fifth Street North
Chatham, Ontario
N7L 2Z5

Dear Mr. Sajatovich:

This Letter of Understanding serves to confirm the agreement reached at recent contract negotiations that the Hospital agrees to provide a private office with a phone (Union to pay long distance charges), desk, chair and filing cabinet.

The Hospital further agrees to provide the Chief Steward with paid leave (to be at a mutually agreed upon time) from his regular shift, of four (4) hours per week to perform Union business.

Sincerely,



Director-Human Resources

Chatham-Kent Health Alliance/PGH/SJH/FULL TIME - March 31, 2001

Date June 30/99

Nick Sajatovich
Service Employees' International Union, Local 210
18 Fifth Street North
Chatham, Ontario
N7L 2Z5

Dear Mr. Sajatovich:

RE: LIABILITY INSURANCE

This will confirm that during our recently concluded contract negotiations the Hospital will upon request of the Union and with reasonable notice provide a Union Representative the opportunity to read the provisions of the insurance policy or policies as to Employee liability insurance coverage for the classifications of Employees represented by the Union.

Yours very truly,



Director
Human Resources

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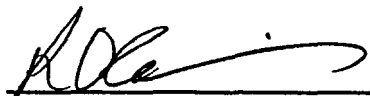
Dear Mr. Sajatovich:

Re: Union Stewards - Article 6.01 and 6.04

Effective the date that the St. Joseph's relocates to the Public General site the steward representation will be as follows:

Nursing Services	2 full time
Housekeeping	1 full time
Nutrition Services	1 full time
Maintenance	1 full time
Materiels Management	1 full time
Chief Steward	1 full time

Yours very truly,



Director,
Human Resources.

Date June 30/99

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Chatham-Kent Health Alliance/PGH/SJH/FULL TIME - March 31, 2001

Nick Sajatovich
Service Employees' International Union, Local 210
18 Fifth Street North
Chatham, Ontario
N7L 2Z5

Dear Mr. Sajatovich:

Re: JOB LINE

The Hospital agrees that the Job Line will remain in existence after the expiry of the Human Resources Plan and may be discontinued upon discussions with the Bargaining Unit.

Yours very truly,



Director,
Human Resources.