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DEC 29 1995

Expiry: March 31, 1996

FULL TIME

SERVICE EMPLOYEES' UNION
LOCAL 210

- and -

ALEXANDRA MARINE &
GENERAL HOSPITAL

BETWEEN:

**COLLECTIVE
AGREEMENT**

SOURCE	HOSP.	EFF.	9/4/01	TERM.	960331	NO. OF EMPLOYEES	186	NUMBER OF EMPLOYEES	810
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FOREWORD

This Agreement resulting from Collective Bargaining between Alexandra Marine & General Hospital and Service Employees' Union, Local 210, affiliated with Service Employees' International Union, AFL-CIO, CLC, 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 programme which offers ten four-year scholarships of \$750 a year to our members and children of members. In addition, Local 210 has established a scholarship of \$500 per year up to four years in the name of ANTHONY BORG, our former President. These awards are made each year. For further details contact the Union Office.

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Kenneth W. Brown,
President

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Agreement entered into as of the 25 day of October, 1995

BETWEEN:

Alexandra Marine & General Hospital
(hereinafter called the "Employer")

-AND-

Service Employees Union, Local 210
Affiliated with Service Employees
International Union, AFL-CIO, CLC
(hereinafter called the "Union")

FULL TIME COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to provide for orderly collective bargaining relations between the Employer and its employees and to provide an amicable method for settling differences or grievances which might arise from time to time, and to set forth the mutually satisfactory working conditions, hours and wages hereinafter provided for employees who are covered by this Agreement.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to all matters properly arising under this Agreement for all employees of the Employer save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dieticians, technical personnel, supervisors, persons above the rank of supervisor, office staff, students employed during the school vacation period and persons regularly employed for not more than twenty-four (24) hours per week.

2.02 The term "employee" or "employees" shall mean any ~~or~~ all of the employees in the bargaining unit as defined above unless otherwise provided. The masculine pronoun shall include the feminine pronoun where the context so requires.

2.03 The Employer undertakes that it will not enter into any other Agreement or contract with employees within the bargaining unit either individually ~~or~~ collectively which will conflict with the provisions of this Agreement.

2.04 The Hospital shall not contract out any work usually performed by members of ~~the~~ bargaining unit ~~if~~, as a result ~~of such~~ contracting out, a layoff of any employee 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 Agreement.

2.05 Employees not covered by the terms ~~of this~~ Agreement will not perform duties normally assigned to those employees ~~who~~ are covered by this Agreement, except for the purposes ~~of instruction~~, experimentation, or in emergencies when regular employees are not readily available.

NOTE: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

2.06 At the time of considering whether or not to alter the ratio of R.N.'s to R.P.N.'s in any department, the Hospital agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made, the senior Administrator of the Hospital agrees to meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

ARTICLE 3 - NEGOTIATING COMMITTEE

3.01 The Employer acknowledges the right of the Union to appoint or otherwise ~~select~~ a Negotiating Committee ~~composed of~~ six (6) employees of the Hospital and Union Representatives and will recognize and deal with such Committee with respect to any matter which properly arises ~~for~~ its consideration.

3.02 The Employer acknowledges the right of the Union to appoint or otherwise ~~select~~ six (6) stewards (to ~~cover~~ all tours), and one (1) Chief Steward to assist employees on ~~all~~ tours in presenting their grievances to the Employer.

3.03 The Union acknowledges that the stewards and members of the Negotiating Committee have regular duties to ~~perform on behalf of the~~ Employer and that such persons will not leave ~~their~~ regular duties without notifying their immediate supervisor. Permission

from the supervisor shall not be unreasonably withheld. In accordance with this understanding, such employees shall not suffer any loss of pay while negotiating the Agreement or dealing with grievances. This does not apply to time spent on such matters outside of regular working hours.

3.04 The Chief Steward shall be assigned duties on the day tour only, unless mutually agreed otherwise. The Stewards shall be assigned duties on the tour for which they were appointed or selected.

3.05 The Union will inform the Employer, in writing, of the names of the Chief Steward and Stewards and of any changes of same.

3.06 The Union Secretary may attend all meetings with management, including Negotiations and Grievance Meetings.

ARTICLE 4 - UNION MANAGEMENT COMMITTEE

4.01 The Parties hereto, recognizing that the closest measure of cooperation should exist between them, do hereby agree to institute a Union Management Committee composed of the Negotiating Committee (or Stewards) and Staff Representatives of both Management and the Union. Conferences of this Committee shall be held every month or at the request of either Party. A written agenda will be submitted by the Party requesting such conference and will list matters which are to be discussed. The agenda will be submitted at least three (3) days prior to the conference. The Employer agrees to submit a copy of the minutes with respect to the matters dealt with at these conferences to the Union ~~of~~ within two (2) weeks following any such conferences.

ARTICLE 5 - MANAGEMENT FUNCTIONS

5.01 The Union acknowledges that, subject to the provisions of this Agreement, it is exclusively the function of the Employer to:

- a) maintain order, discipline, and efficiency and to establish and enforce rules and regulations governing the conduct of the employees, which rules and regulations are primarily designed to safeguard the interests of the patients of the Hospital;
- b) hire, discharge, direct, transfer, layoff, promote, demote, suspend or otherwise discipline employees provided that a claim of discriminatory promotion, demotion, direction, transfer or layoff or a claim that an employee has been

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discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; and,

- c) generally to manage and operate in all respects, the Alexandra Marine & General Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.
- d) Should ~~the~~ Employer plan changes in present rules and regulations, the Union Committee will first meet with the Employer so as representation on behalf of the employees may be made.

ARTICLE 6 - PROBATIONARY EMPLOYEES & UNION INTERVIEWS

6.01 During the period of this Agreement, ~~the~~ Employer agrees to furnish the Union with a ~~written~~ list of all employees hired, rehired, reinstated ~~or~~ transferred within the bargaining unit not later than sixty (60) working days following the beginning of their employment in the unit. Such list shall include the date of employment within the unit, classification and where applicable, the date of termination of employment.

6.02 All employees hired or rehired within the Union, shall be considered probationary employees unless otherwise mutually agreed by the Parties hereto, until they have completed sixty (60) tours worked within six (6) months.

6.03 After completion of the probationary period as defined in Section 6.02 above, such employees shall be considered regular employees of the Employer and shall appear on the seniority list as of the date of employment.

6.04 The Employer agrees that a representative of the Union will interview each employee after the completion of their probationary period for the purpose of ascertaining whether the employee wishes to become a member of the Union, and further agrees to designate the time and place for such interview. Such interview shall take place on the Employer's premises and each such employee shall be present for this interview which shall not exceed ten (10) minutes in duration for each employee.

ARTICLE 7 - UNION MEMBERSHIP AND CHECK-OFF

7.01 The Employer shall deduct from each employee within the Bargaining Unit who has completed thirty (30) calendar days of employment from the first pay in each calendar month, the monthly dues as levied by the Union on its members.

7.02 It shall be a condition of remaining in the employment of the Employer that each such employee authorizes the Employer to such deductions in the following form:

SERVICE EMPLOYEES UNION, LOCAL 210
CHECK OFF CARD

Name: Date:

I hereby authorize the A.M. & G. H. to deduct from my first pay, the Union Initiation Fee \$..... and from the pay due me ~~each~~ calendar month for the duration and as a condition of my employment, the sum of the monthly dues as certified by the Service Employees Union, Local 210, AFL-CIO, CLC, and to pay *the sum* deducted to a designated official of the said Union. I further authorize my Employer to deduct an additional sum of \$1.00 as Welfare Assessment from my first pay in the month of September of each year.

Witness:..... Signature:.....

7.03 The amount of such dues shall be certified to the Employer by an authorized officer of the Union.

7.04 The dues deducted from all employees within the bargaining unit, together with a record of those from whose pay deductions have been made in accordance with section 7.02 above, shall be remitted by the Employer to the Union not later than the eighteenth (18th) day of each month. Such record shall include the names of employees from whom deductions were not made for any reason.

The Employer shall provide the names and addresses of all employees on a yearly basis to the Union. An employee must advise the Employer in writing if they do not wish to be included on this list.

7.05 It is agreed that upon commencement of employment, new employees shall be advised by a representative of the Employer of the existence of the Union and of the conditions surrounding their employment as contained herein.

7.06 Any dispute as to a violation or interpretation of any provision of this Article shall be a matter for the grievance and arbitration procedures.

7.07 The Employer agrees to indicate the amount of Union Dues deducted on the employee's annual T-4 slip.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 The Employer agrees that grievances shall be adjusted as quickly as possible. Any employee shall have the right to have the assistance of a Union Representative (or Stewards) if he or she so desires. Any grievance or dispute relating to the interpretation, application or alleged violation of this Agreement or the terms or conditions of employment as set forth herein, shall be dealt with in the following manner:

STEP 1 - Any employee or employees having a grievance or complaint shall first discuss it with his or her supervisor within five (5) days after such grievance or complaint has arisen. The immediate supervisor shall give an answer within forty eight (48) hours from presentation of such grievance or complaint.

STEP 2 - Failing settlement after Step 1, the employee or the Chief Steward shall, within five (5) days after the receipt of the answer at Step 1, present the grievance in writing to the Department Head who shall render a decision in writing within three (3) days after presentation of such grievance or complaint.

STEP 3 - Failing settlement under Step 2, the matter shall, within five (5) days after the decision in Step 2, be presented to the Hospital Administrator to be taken up between the grievor, the Chief Steward and the Hospital Administrator within three (3) days of the presentation of such grievance. At this meeting the Union Business Manager or his nominee may be present if required by either party. A decision must be rendered by the Hospital Administrator within three (3) days from such meeting.

STEP 4 - Failing settlement under Step 3, of any difference between the Parties concerning the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be referred to Arbitration as provided in Article 9. If Arbitration is to be invoked, a written request for Arbitration must be given to the Hospital Administrator within five (5) days after the grievance or complaint has been dealt with in Step 3.

8.02 a) Where a difference arises between the Employer and the Union as to the interpretation, application, administration or alleged violation of this Agreement or as to the working conditions provided for herein; including any question as to whether the matter is arbitrable, the difference between the Parties shall be reduced to writing and delivered to the other party. Delivery to the Union shall be effected if made upon the Business Manager and delivery to the Employer shall be effected if made upon the Hospital

Administrator. The difference shall be dealt with at a meeting of representatives of the Employer and the Union to be held within five (5) days after delivery, which meeting shall be deemed to be at Step 3.

b) Failing satisfactory settlement of such grievances, it is agreed that the same may be dealt with in accordance with the balance of the grievance and arbitration procedures.

8.03 Any time limits referred to in the grievance and arbitration procedures within which any procedure is required to be taken or notice to be given shall be calculated exclusive of Saturdays, Sundays and Statutory Holidays, and for the aggrieved employee, his or her days off.

8.04 It is agreed that the Steward or Chief Steward or both may accompany any employee to any representative of the Employer for the purpose of assisting said employee with any grievance or complaint.

ARTICLE 9 - ARBITRATION

9.01 When either Party requests that a matter be submitted to Arbitration as hereinbefore provided, in the case of a difference between the Parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation has been made that this Agreement has been violated, the Party requesting Arbitration shall notify the other Party of its desire to arbitrate the difference or allegation and shall at the same time name one (1) person as its appointee to the Arbitration Board.

9.02 The recipient of the notice shall, within five (5) days of receipt of same, notify the other party of the name of its appointee to the Arbitration Board.

9.03 The two appointees shall, within five (5) days of the appointment of the latter, appoint a third person to act as Chairperson. If the two appointees fail to agree upon a Chairperson within the said five (5) days, or if the recipient of the notice fails to appoint the Arbitrator within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request of either party.

9.04 No person may be appointed as an Arbitrator who has been involved in an attempt to settle the grievance.

9.05 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision of the majority of such Board shall be final and binding upon the parties and any employee affected by it. If there is no majority decision, the decision of the Chairperson shall govern.

9.06 In the case of discharge or suspension, the Arbitration Board shall make such decision as it may in the circumstances deem just and equitable and may confirm, vary or set aside any such penalty or discipline imposed by the Employer relating to the grievance then before it.

9.07 The Arbitration Board shall not be authorized to alter, modify or amend any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions nor to make any decision inconsistent with the terms and provisions of this Agreement.

9.08 Nothing herein shall be interpreted or construed to prevent the Arbitration Board from ordering reinstatement in employment with full or partial pay lost by an employee who has been dismissed or suspended.

9.09 Where the Parties mutually agree, a single Arbitrator may be substituted for a Board of Arbitration and the expenses of such Arbitrator shall be shared equally by both Parties.

9.10 Each party hereto shall bear the expense of its appointee and the expense of the Chairperson shall be shared equally by both parties.

ARTICLE 10 - STRIKES AND LOCKOUTS

10.01 In view of the orderly procedure for settling grievances, the Union agrees that, during the term of this Agreement it will not cause or direct any strike or interference with the operation of the Hospital and the Employer agrees that it will not cause or direct any lockout of its employees.

ARTICLE 11 - SENIORITY

11.01 a) Seniority rights of employees shall be established after completion of the probationary period as defined in Article 6.

b) For the purpose of this Article, seniority shall be considered as time employed by the Employer as a dues paying member of the Union, with addition of time spent as a probationary employee. All employees within the bargaining unit must be within an established classification. Any previous time worked in a newly established classification shall count as seniority within the new classification regardless of any other qualification.

11.02 a) Hospital-wide seniority shall be defined as length of service with the Employer from the date of employment.

b) Classification seniority shall be defined as the total length of service within a classification of the Hospital as defined in Article 11.20.

11.03 In the event that a new classification is created, the Employer agrees that the Hospital Administrator and the President of the Union or his designate and the Chief Steward and the Steward representative of the affected department shall meet to discuss the job content and the wage rate for such classification not later than thirty (30) days after it is implemented.

11.04 Separate hospital-wide and classification seniority lists shall be posted every six (6) months namely on the 15th day of May and November of each year by the Employer, where they will be accessible to the members of the Union. Copies of such seniority lists shall be mailed to the Union office on such dates. The Chief Steward shall be entitled to a copy of such lists.

11.05 a) In the event of a proposed layoff at the Hospital of more than eight (8) weeks duration, the Hospital will;

a) provide the Union with no less than three (3) months notice of such layoff and;

b) meet with the Union to review the following:

i) the reasons causing the layoff;

ii) the service which the Hospital will undertake after the layoffs;

iii) the method of implementation including the areas of cut back and the employees to be laid off.

b) The Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks, notice in writing or his layoff in accordance with the following schedule:

Up to 1 year of service	1 week's notice
1 year but less than 3 years'	2 weeks' notice
3 years but less than 4 years'.....	3 weeks' notice
4 years but less than 5 years'.....	4 weeks' notice
5 years but less than 6 years'.....	5 weeks' notice
6 years but less than 7 years'.....	6 weeks' notice
7 years but less than 8 years'.....	7 weeks' notice
8 years or more	8 weeks' notice

Such notice will be handed to the employee and signed by the employee if the employee is at work at the time the notice is ready for delivery. 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.

11.06 In all other cases of layoff the Employer shall give each employee in the bargaining unit who has acquired seniority one (1) week's notice, provided however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, Act of God, power failure or equipment breakdown).

11.07 In the event of layoff, the Employer shall layoff probationary employees first, and then employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

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

- a) accept the layoff, or;
- b) displace an employee who has lesser Bargaining Unit seniority and who is the least senior employee in another classification in the Bargaining Unit, if the employee originally subject to layoff can perform the duties of the classification without training other than orientation. Such employee so displaced shall be laid off subject to his rights under this section.

The decision of the employee to choose (a) or (b) above shall be given in writing to the Hospital within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so shall be deemed to have accepted layoff.

11.09 An employee shall be recalled from a layoff to available openings before such opening is filled on a regular basis under a job posting procedure. Such recall shall be on the basis of his seniority, provided he then has the ability to perform the available work.

11.10 In determining the ability of an employee to perform the work for the purpose of Paragraphs .07, .08 and .09 above, the Employer shall not act in an arbitrary or unfair manner.

11.11 An employee displaced or 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 layoff should it become vacant within twelve (12) months of being recalled or displaced.

11.12 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Employer of their intention to do so, in accordance with .13 below, or have been found unable to perform the work available.

11.13 It is the sole responsibility of the employee who has been laid off to notify the Employer 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 registered mail, addressed to the last address on record with the Employer (which notifications 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 is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

11.14 In the event that a layoff commences on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

11.15 No full time employees within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part time employees.

11.16 Any agreement reached between the Hospital and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in this Agreement.

11.17 Choices of tours and transfers shall be implemented on a classification seniority basis. Choices of tours shall not apply to probationary employees.

- 11.18** An employee shall lose all seniority and shall be deemed terminated if:
- a) the employee quits;
 - b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
 - c) employee 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;
 - d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
 - e) employee has been laid off for twenty-four (24) months;
 - f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
 - g) employee is absent due to illness or disability, which absence continues for thirty (30) calendar months from the time the disability or illness commenced.
- NOTE: This clause shall be interpreted in a manner consistent with the provisions of the Ontario Human Rights Code.

11.19 Any controversy over employees' seniority rights shall be subject to the grievance procedure as herein provided.

- 11.20** a)-Each employee coming within the scope of this Agreement shall be classified as a member of the following classifications:
1. Kitchen Aides
 2. Nursing Aides
 3. Ambulance Attendant
 4. Orderly
 5. Registered Practical Nurses
 6. Ward Clerks
 7. Cooks
 8. Psychiatric Nursing Assistants
 9. Maintenance Utility
 10. Maintenance Mechanic
 11. Physio Aides
 12. Housekeeping Aides
 13. Mental Health Worker (this does not include an R.N., Social Worker, Occupational Therapist or Speech Pathologist)
 14. Occupational Therapy Aide

b) For information purposes only, the Employer will provide the Goderich Union Office with copies of all current job descriptions under the **scope** of this Agreement. The Employer will also advise the Union of any changes being made to said **job descriptions**.

11.21 For the purpose of application of seniority, a part time employee whose status is changed to full time shall transfer his part time seniority on the basis of **200** tours equalling one year of service.

1 tour = 7.5 hours, exclusive of unpaid mealtime.

11.22 Unless otherwise provided in this Collective Agreement:

- a) It is **understood** that during an approved unpaid absence not exceeding thirty (30) **continuous** days or any approved absence paid by the Hospital, both seniority and service will **accrue**.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a **prorata** basis and the employee's anniversary date adjusted accordingly. In addition, the **employee** will become responsible for **full** payment of subsidized employee benefits in which **he/she** is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums for up to twenty-four (24) months while an employee is in receipt of Workers' Compensation Board benefits.
- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not **accrue** during the **period** of absence. Notwithstanding this provision seniority shall **accrue** for a **period** of twenty-four (24) months if an employee's **absence** is due to a disability resulting in Workers' Compensation Board benefits or LTD benefits or for a period of one (1) **year** if an employee's unpaid absence is due to an illness.

ARTICLE 12 • DISCHARGES AND SUSPENSIONS

12.01 The Employer shall not discharge or suspend any employee who has completed the probationary period without just and **sufficient** cause. The Employer shall direct a letter to the Union Office stating its reasons for any **such** discharge or suspension and shall also advise the employee **verbally** of its reasons for such action. No such discharge or suspension shall **be** implemented by the Employer until such letter is given to the Union. Any claim of wrongful discharge or suspension by such an employee may be

employee having the least seniority in his or her previous classification provided such employee's classification seniority is greater than that of the employee he or she seeks to replace.

- e) The original vacancy shall be posted and *the* first subsequent vacancy shall, in turn, be posted for three (3) consecutive calendar days. All vacancies which may occur as a result of having filled the original vacancy and the first subsequent vacancy shall be filled at the discretion of the Employer. The Employer undertakes to create a job inventory list of request for departmental transfer which shall be considered when such vacancies occur and the Chief Steward shall have a copy thereof.
- f) Persons transferring from one category to another shall suffer no loss in wages unless the transfer is at the employee's request to a lower rated classification in which she or he has no demonstrable skills.
- g) If an employee moves to a higher rated job, he ~~or~~ she shall be paid at the next higher rate. If an employee moves to a **job** of equal standing or lower pay and has previous experience in that **job**, they will be given credit for time with the Hospital. If ~~an~~ employee moves to a **job** equal or less, with no previous experience, they will be paid at the start rate for thirty (30) days, and at the six (6) month rate for a further five (5) months, at which time they shall be placed at the one (1) year rate, providing they have a minimum of one (1) year of service with the Hospital.

13.02 If such vacancies or new jobs are not filled by the full time bargaining unit employees, part time employees shall be given the opportunity to **fill such jobs in accordance** with Article 13 of the part time Collective Agreement before these jobs are filled by new employees.

13.03 Temporary vacancies of more than ten (10) weeks duration shall be posted according to the Job Posting procedure. It is understood that with the knowledge of the Chief Steward, the Employer may temporarily fill such vacancy during the posting period. It is further understood that any employee who fills such temporary vacancies shall not bid for any other temporary vacancy during that first vacancy period.

ARTICLE 14 - HOURS OF WORK, OVERTIME & OTHER WORKING CONDITIONS

14.01 a) The following provisions designating regular hours on a daily tour and regular daily tours over the departmental schedule, shall not be construed to be a guarantee of the hours of work to be done on each tour or during each tour schedule.

b) The normal and recognized hours of work shall be an average of thirty-seven and one-half (37 1/2) hours per week, consisting of seven and one-half (7 1/2) hours per day exclusive of unpaid meal time.

c) Where a supervisor is notified by an employee that the employee has been or will be unable to take the normal lunch break, such employee shall be paid time and one half (1 1/2) his or her regular straight time hourly rate for all time worked in excess of normal daily hours.

14.02 The Hospital shall ensure each employee one (1) weekend off every three (3) weeks. Should an employee be required to work three (3) or more weekends in succession, they shall be paid at a rate of time and one-half (1 1/2) for the third and subsequent continuing weekends until a weekend off is scheduled.

The classification of Ward Clerk shall be granted every weekend off and shall be paid at the rate of time and one-half (1 1/2) for all work performed on each weekend they are scheduled to work. For the purpose of this Article, a weekend shall include both Saturday and Sunday.

14.03 The Employer shall pay time and one-half (1 1/2) the regular rate of pay for all approved overtime, calculated to the nearest fifteen (15) minutes for:

- a) all time worked in excess of seven and one-half (7 1/2) hours within any period of twenty-four (24) consecutive hours and all time worked over thirty-seven and one-half (37 1/2) hours in any week but not both;
- b) all time worked before the scheduled starting time and all time worked after the scheduled finishing time;
- c) work performed on an employee's scheduled time off.

14.04 The Employer undertakes and agrees that employees shall not be required to take time off in lieu of pay for overtime worked, unless mutually agreed between the employee and the Hospital.

14.05 If an employee is not required to work on any holiday designated in Article 15, such day shall count as seven and one-half (7 1/2) hours of work for the purpose of computing overtime.

14.06 a) Employees who report for work for which they are scheduled but for whom no work is available at his or her regular job shall be paid four (4) hours at his or her regular rate of pay.

b) If an employee is called into work with less than one hour's notice from the beginning of the tour, she will be paid for the full tour, providing that she works until the completion of the tour and reports within one (1) hour of the call.

14.07 All employees shall be entitled to two (2) fifteen (15) minute coffee breaks or rest periods on each seven and one-half (7 1/2) hour tour on the Employer's time. There shall be one such rest period or coffee break in the first half of the tour and one in the second half of the tour.

14.08 If an employee is requested to work more than three (3) hours overtime, he shall be entitled to a meal allowance of five dollars (\$5.00).

14.09 It is agreed that the working tour for all employees shall consist of seven and one-half (7 1/2) consecutive hours, in accordance with 14.01 a) and that there will be no split tours.

14.10 If an employee is required to work on a higher rated job, he or she shall be paid the higher rate of pay applicable to such a higher job for the actual hours such employee is employed in that rated job.

14.11 The Employer agrees that, employees who are absent for any reason shall be replaced immediately where the workload of the remaining employees warrant such a replacement.

14.12 Employees shall normally perform only the work done within their own classification. Temporary reassignment shall be by mutual agreement only between the individual and the Employer.

14.13 All employees shall endeavour to provide the Department Head with at least four (4) weeks notice of termination whenever possible, in the event that such time is not possible special arrangements and consideration will be made.

14.14 An employee in the Ambulance Department or other employee assisting in the operation of an ambulance who is unable to return to the Hospital from a call because of weather conditions, shall be paid at a rate of time and one-half his regular rate of pay for each hour past his normal quitting time while he is operating and in charge of the ambulance. Such payments will cease when the operator leaves the ambulance. The employee will be reimbursed for any reasonable expenses (accommodation, meals, etc.) incurred while absent from the Hospital on a call because of weather conditions.

14.15 a) In all departments, the employee's time schedule shall be made out for a period of at least four (4) weeks and such schedule shall be posted at least two (2) weeks in advance of the first day indicated on such schedule. Consideration will be given to requests by employees for specific schedule adjustments for certain days off.

b) It shall be the responsibility of each staff member to be aware of their work schedule. The Hospital will endeavour to provide as much advance notice as possible of any changes in the posted schedule and shall bring such changes to the attention of the affected staff member. In any event the Hospital agrees to provide full time staff with twenty-four (24) hours notice of such changes.

14.16 The Hospital will endeavour, in the case of the Nursing Department employees who are required to rotate, to schedule as far as reasonably possible, so that fifty percent (50%) of the working time is on the day tour.

14.17 The Hospital will not require any employee to take part or attend in service meetings, seminars, courses or serve on committees outside their regular working hours. In the event the employee is required by the Hospital to attend such meetings they will be paid their hourly rate of pay for time spent on same.

14.18 Responsibility Allowance - Where an employee is assigned by the Hospital to be temporarily in charge of his department he shall be paid a responsibility allowance of three dollars (\$3.00) per tour.

14.19 The Hospital shall continue its current practice, which provides that employees will suffer no loss of pay for the change from Daylight Savings Time to Standard Time and vice versa.

14.20 The Employer agrees to continue its current practise of reimbursing all Ambulance Attendants for the maintenance of their Class "F" drivers license. This is limited to any health examination required and costs incurred as a result of such examination.

ARTICLE 15 - PAID HOLIDAYS

15.01 Each employee shall be paid one days pay at his or her regular daily rate for each of the following days provided they worked the last scheduled working day prior to and the first scheduled working day following such holidays. They are namely:

New Year's Day	Labour Day
2nd Monday in February	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Employee's Birthday

15.02 If an employee is scheduled to work on any paid holiday, he or she may elect either:

- a) Pay ~~at one~~ and one-half (1 1/2) times the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay; or
- b) Pay at one and one-half (1 1/2) times the employee's regular rate of pay for work performed on such holiday and an alternative day off with pay either thirty (30) days prior to or following the holiday. The Hospital shall endeavour to grant such day off as is mutually agreed upon between the Department Head and the employee concerned.
- c) If an employee is required to work overtime or previously unscheduled work on any one of the aforementioned paid holidays, he shall be paid at the rate of double time and one-half (2 1/2) his regular rate of pay for all time so worked.

15.03 In cases of illness or injury, the employees concerned, with at least one (1) years seniority, shall be paid for those paid holidays falling within the two (2) month period from the commencement of illness or injury.

15.04 In the event a holiday as designated in this Article, falls within an employee's vacation period or days ~~off~~, it shall be mandatory to extend the vacation period or to grant an alternative day off with seven and one-half (7 1/2) hours pay.

15.05 All employees are to have Christmas or New Year's off on an alternating basis.

15.06 a) The Employer will recognize the birthday of each employee, as recorded on the Employer's personnel records, as a holiday for that particular employee.

b) If an employee's birthday falls on one of the other holidays set forth in paragraph 15.01, such employee shall receive his regular pay for such holiday and shall also be granted an additional day off with regular pay, such additional day shall be granted by the Hospital (either 30 days prior to or following the holiday).

c) If an employee's birthday falls on any one of the other holidays set forth in paragraph 15.01, and such employee is scheduled to work on such holiday and actually works, then he may elect either:

- i) to be paid for all hours worked on such day at the rate of two and one-half (2 1/2) times his regular rate of pay in addition to his regular pay; or
- ii) to be paid for all hours worked on such day at the rate of one and one-half (1 1/2) times his regular rate of pay and to have two (2) alternative days off at regular pay (such days shall be given by the Hospital either thirty (30) days prior to or following the holiday).

ARTICLE 16 - VACATIONS

16.01 As of April 30th in each year, employees who have been in the continuous service of the Employer for a period of less than twelve (12) months shall be entitled to and shall receive the following number of days vacation with pay:

One month completed service	Nil
Two months completed service	1 Day
Three months completed service	2 Days
Four months completed service	3 Days
Five months completed service	4 Days
S i months completed service	5 Days
Seven months completed service	5 Days
Eight months completed service	6 Days
Nine months completed service	7 Days
Ten months completed service	8 Days
Eleven months completed service	9 Days

16.02 As of April 30th in each year, all employees in the employ of the Employer who have been in the continuous service of the Employer for a period of twelve (12) months but less than two (2) years shall be entitled to and shall receive two (2) weeks holidays with pay of two percent (2%) of gross pay earning during the "Vacation entitlement" year for each week of vacation, or regular pay, whichever is the greater.

16.03 As of April 30th in each year, all employees having two (2) years or more continuous service with the Employer but less than five (5) years continuous service shall receive three (3) weeks vacation with pay.

16.04 As of April 30th in each year, all employees having five (5) years or more continuous service with the Employer but less than fifteen (15) years continuous service shall receive four (4) weeks vacation with pay.

16.05 As of April 30th in each year, all employees having fifteen (15) years or more continuous service with the Employer but less than twenty-five (25) years continuous service shall receive five (5) weeks vacation with pay.

16.06 As of April 30th in each year, all employees having twenty-five (25) years or more continuous service with the Employer shall receive six (6) weeks vacation with pay.

16.07 The vacation period shall be normally from May 1st to September 30th of each year and employees shall be granted vacations requested in accordance with a classification seniority choice basis. However, vacation with pay may be taken between the 15th of January and the 15th of December annually up to the employees current holiday entitlement. Consideration will also be given to vacation requested between December 15th and January 15th on the basis of the staffing requirements of the hospital and an employee's commitment to *work* either Christmas or New Years if applicable under Article 15.05. The scheduling of vacation will be subject to mutual agreement between the department head and the employee.

16.08 Vacation pay, if requested in writing at least fourteen (14) days prior to the start of the holiday period, shall be paid to any employee who shall make such request. All normal deductions shall also be made from such vacation pay.

16.09 For the purpose of clarity "continuous service" as it appears in this Article shall mean unbroken employment and shall include:

- i) approved leave of absence for one (1) month;
- ii) absence because of illness or injury for not more than six (6) months in any Union Agreement year.
- iii) scheduled days off;
- iv) vacation and statutory holidays;
- v) layoffs not exceeding a total of three (3) months in any Union Agreement year;
- vi) suspensions.

16.10 An employee who severs his or her employment with the Hospital prior to the expiration of this Agreement will be entitled to receive, on a prorated basis, vacation days to which he or she is then entitled, calculated in accordance with the terms of this Article.

16.11 Vacation schedules will be posted by April 15th annually, provided the requests for vacations are received by the Department Head by March 15th. Prior to leaving on vacation, all employees shall be notified of the date and time on which to report to work following vacation.

16.12 Should an employee become sick or disabled up to and including the last scheduled day of work prior to the commencement of their vacation period, the arranged period of vacation shall be cancelled and rescheduled by mutual agreement, providing that the employee produces a doctor's certificate confirming such sickness or disablement to and including the last scheduled day of work prior to the commencement of the said vacation period.

16.13 Part time employees transferring to the full time unit, shall receive credit toward vacation entitlement for part time tours worked after June 1, 1982.

16.14 Vacation earned in the vacation year (May 1st to April 30th) must be taken by March 31st of the following year.

ARTICLE 17 - COMPASSIONATE LEAVE

17.01 An employee will be granted three (3) days bereavement leave commencing with the date of death, without loss of regular pay, in the case of death of the employee's: spouse (as defined in the Family Law Act), child, mother, father, sister, brother, sister-in-law, brother-in-law, mother-in-law, father-in-law, guardian, step-parent, grandchild, grandparents, son-in-law, and daughter-in-law.

17.02 For any category of relative not listed in Article 17.01 an employee can request a leave of absence without pay and such a request will not be unreasonably refused.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 The Employer may grant leave of absence without pay to an employee for legitimate personal reasons established to the satisfaction of the Employer provided the Employer is satisfied that the employee can be spared having due regard for the proper operation of the Hospital. Any such leave of absence shall be requested in writing and an employee on such leave of absence shall retain his seniority. Any employee who uses any leave of absence other than for the purpose for which the leave is granted, will lose all seniority and employment unless prior permission has been received from the

Employer. Requests for leave of absence shall, except with the consent of the Employer, be made in writing two (2) weeks in advance of the requested commencement of the leave and shall specify the desired period of leave. Such latter provision shall be waived in cases of emergency.

18.02 Leave of absence without pay will be granted to not more than two (2) employees appointed or selected to attend such Union functions as conventions, seminars, and educational classes for periods not exceeding in the aggregate of ten (10) work days per employee in any one (1) calendar year, provided that requests for such leave shall be made by the Union to the Employer not less than seven (7) days prior to the requested commencement of such leave.

18.03 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, 1980, as amended.
- b) Subject to confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee on leave who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1984, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her **last** day worked prior to the commencement of the leave times her normal weekly hours.

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

- c) The employee shall give her Employer four (4) weeks notice in writing prior to the day upon which she intends to commence her leave of absence, together with her expected date of return, and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.

- d) Seniority and service will accrue and the Hospital will continue to pay the premiums for benefit plans for full-time employees for a period of up to seventeen (17) weeks while a full-time employee is on pregnancy leave.
- e) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in (c) above by written notification received by the Hospital at least two (2) weeks in advance thereof. The employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

18.04 Parental Leave

- a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, 1980, as amended.
- b) Subject to confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee commencing parental leave after such date, as provided under this Agreement, who is in receipt of Unemployment Insurance parental benefits pursuant to Section 20 of the Unemployment Insurance Act, 1984, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in receipt of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- c) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care or control of a parent for the first time.
- d) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care or control of a parent for the first time.

- e) The employee shall give written notification one (1) month prior to the commencement of the leave of her request for leave together with her expected date of return. In the case of an adoption, the employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.
- f) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in (e) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
The employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.
- g) Seniority and service will accrue and the Hospital will continue to pay the premium for benefit plans for full-time employees for a period of up to eighteen (18) weeks while a full-time employee is on parental leave.

18.05 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employees' duties at the Hospital, the employee shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided the employee:

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

18.06 The Hospital will pay *the* cost of courses if required for employment qualifications and grant leaves of absence with pay to write examinations for such course.

18.07 Pre-Paid Leave Plan

Funded solely by the employee, the prepaid leave plan is subject to the following terms and conditions:

- a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations,

Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.

- b) The employee must make written application to the Administrator at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- c) The number of employees that may be absent at any one time shall be one (1) from each of the full-time and part-time bargaining units. The year for purposes of the program shall be September 1 of one year to August 31 the following year or such ~~other~~ twelve (12) month period as may be agreed upon by the employee, the Union and the Hospital.
- d) Written applications will be reviewed by the Administrator or designate. Leaves requested for the ~~purpose of~~ pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for ~~the~~ employee and will not be accessible to ~~her~~ until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the ~~deferred~~ salary is held shall be at the ~~discretion~~ of the Hospital.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will ~~accumulate~~. Service for the purpose of vacation and salary progression and other benefits ~~will~~ be retained but ~~will~~ not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.
- i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Administrator. Deferred salary, plus ~~accrued~~ interest, if any, will be returned to the employee, within a reasonable period of time.
- j) If the employee terminates employment, ~~the deferred~~ salary held by the Hospital plus ~~accrued~~ interest, if any, will be returned to the employee within a reasonable period of time. In case of ~~the~~ employee's death, the funds will be paid to the employee's estate.

- k) The Hospital will endeavor to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- l) The employee will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- m) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement shall include:
 - i) a statement that the employee is entering the pre-paid leave program in accordance with Article 18.07 of the Collective Agreement;
 - ii) the period of salary deferral and the period for which the leave is requested;
 - iii) the manner in which the deferred salary is to be held.The letter of application from the employee to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 19 - UNIFORMS

19.01 It is agreed that the issuance, laundering and replacement of uniforms are to be continued on the present basis. Employees not being supplied uniforms in accordance with the above shall receive a uniform allowance of \$70.00 per year.

Payment of such allowance shall be made at April 1st of each year, prorated for employees who have not worked for a full year in the period April 1 to March 31 immediately preceding such payout. The first payout under this system shall be April 1, 1994.

19.02 The Hospital agrees to supply all Ambulance Attendants with adequate initial clothes (as specified below) when they join the staff of the Hospital and to replace such articles as necessary from time to time. New uniform components will be replaced on receipt of a signed requisition originating from the Ambulance Supervisor. Articles of clothing being replaced will be turned in to the Supervisor before issuance of replacements. Hospital supplied uniforms shall not be worn by Ambulance Attendants except when they are on duty or when they are on standby call.

The articles of clothing to be issued will consist of:

Shirts	each 6
Ties	each 2
Trousers	pairs 4
Parkas	each 1
Jackets, summer	each 1
Raincoats (nylon shell)	each 1
Hats, fur, OPP style	each 1
Boots, summer Police Boots	1 pair
Boots, ambulance boots, winter	1 pair
Coveralls, ministry issue	1 pair

Note: The hat will be supplied on a one-time issue only, and the Hospital will not be responsible for the replacement of such hat for any purpose.

19.03 Safety Footwear - Effective September 1, 1989 and on that date for each subsequent year, the Hospital will pay thirty-five dollars (\$35) per year to each full time employee who is required by the Hospital to wear safety footwear during the course of his duties.

ARTICLE 20 - SOCIAL SECURITY

20.01 Life Insurance - Employees will be covered by a Life insurance Policy with the Hospital of Ontario Group Life Insurance Plan or its equivalent, and the Employer agrees to pay one hundred percent (100%) of the premium.

20.02 Drug Plan - The Employer agrees to provide coverage for all employees, under the thirty-five cents (\$.35) Blue Cross Plan for Prescription Drugs and further agrees to pay one hundred percent (100%) of the billed premium for single and married employees.

20.03 Dental Plan - The Employer will provide Blue Cross Dental Plan #9 (or its equivalent) with the Employer paying seventy-five percent (75%) of the billed premium cost. The coverage will be updated each year to the then current Ontario Dental Association Fee Schedule.

20.04 Semi-Private - The Employer will provide semi-private coverage with the Employer paying one hundred percent (100%) of the billed cost.

20.05 Vision Care Plan - The Employer will provide a Vision Care Plan with a maximum benefit of ninety dollars (\$90.) every twenty-four (24) months with the Employer paying seventy-five percent (75%) of the billed premium cost.

ARTICLE 21 - SICK LEAVE PLAN

21.01 The Employer agrees to pay seventy-five percent (75%) of the premium of Long Term Disability coverage under the Hospitals of Ontario Disability Income Plan.

For the purpose of transfer to the Short Term portion of the Disability Program, employees on the payroll as of the effective date of the transfer with three months or more of service shall be deemed to have the same seniority as their Hospital seniority. For the purpose of transfer to the Long Term portion of the Disability Program, employees on the active payroll as of the effective date of the transfer with one year or more of service shall be deemed to have one (1) year of service.

21.02 Any employee who, because of sickness or injury, is unable to report in person to work for the day tour must notify his immediate Supervisor or appointee designated thereby at least one (1) hour prior to the employee's normal starting time. In the case of evening and night tours, all employees shall endeavour to give two (2) hours such notice. In the case of absence because of sickness or injury, the employee may be required to produce a certificate from a duly qualified medical practitioner certifying that such employee is unable to carry out his duties due to illness, if so notified at the time the illness is reported.

21.03 All employees are subject to the health requirements as outlined in the regulations under the Public Hospitals Act.

21.04 The Employer shall pay the cost of any medical examination required by it of any employee, where the cost of such examination is not paid by O.H.I.P.

21.05 The two (2) day penalty under HOODIP shall apply for the fifth and subsequent illness in any one (1) year.

21.06 The Employer shall provide the employee with a copy of any Form 7 that is filed with the Workers' Compensation Board.

21.07 An employee who is absent from work as a result of an illness or injury sustained at work and who is awaiting approval of a claim for Workers' Compensation shall be paid his or her full sick leave entitlement by the Hospital.

Payment will be provided for a maximum period of fifteen (15) weeks only if the employee provides evidence of a disability satisfactory to the Hospital and a written undertaking that any payments made by the Hospital will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board.



In the event that the employee's claim for Workers' compensation is denied, the sick leave entitlement of such employee shall continue.

ARTICLE 22 - WAGES

22.01 Attached hereto is *the* wage schedule marked "A" showing the classification and wage rates of ~~the~~ employees covered by this Agreement. It is mutually agreed that Schedule "A" and the contents thereof shall constitute a part of this Agreement. It is further agreed that if any new classifications within the bargaining unit are created during the lifetime of this Agreement, wage rates for such classifications shall be negotiated between ~~the~~ Employer and the Union, provided that the Employer may assign an interim rate pending such negotiations and further that the rate shall bear the appropriate relationship to those in Schedule "A" having regard to job content. Schedule "B" attached, forming part of this Agreement, shows ~~the~~ Shift/Tour Premium and Standby Pay to be paid during this Agreement to employees where applicable.

22.02 The job classification mentioned in Schedule "A" shall not be changed for the purpose of evading payment of the proper wage schedule. In establishing the minimum wage rate for all new employees, the Employer agrees that wages now being paid for the classifications of this Agreement shall continue to be paid as provided herein.

22.03 The regular pay days shall be every second Thursday during the term of this Agreement:


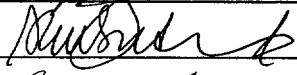
22.04 A Registered Practical Nurse is required to present to the Director of Nursing or designate before February 15 of each year, acceptable evidence of annual registration. Failure to do so will result in a change in status to Nursing Assistant. Reinstatement to the status of Registered Practical Nurse will be effective the first pay period following the date of presentation of proof of registration.

ARTICLE 23 • DURATION AND TERMINATION

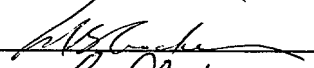
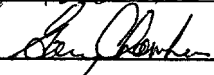
23.01 This Agreement shall be effective ~~up to the 31st day of March, 1996, and~~ shall continue in full force and effect until a new Agreement is reached either during the course of negotiations, conciliation or arbitration proceedings as required by the laws of the Province. In the event that either Party gives written notice to amend the Agreement within ninety (90) days prior to the 1st day of April, 1996, negotiations shall commence not later than fourteen (14) days after the date of such written notice. Such notice shall, as far as possible, list ~~the subject~~ matter of the proposed amendments or revisions but the Parties shall have the right to alter said list before and during Negotiations.

DATED THIS 25 DAY OF October 1975.

ALEXANDRA MARINE &
GENERAL HOSPITAL



Rose Marie Fink
Geneva M. Burt

SERVICE EMPLOYEES UNION,
LOCAL 210

Caroline D. Myers


Jean Black
Jane Youngblood
Jamie Scott

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>START</u>	<u>6 MTHS.</u>	<u>1 YEAR</u>
<u>Kitchen & House-keeping Aides</u>	April 1, 1994	14.258	14.410	14.554
<u>Ward Clerks</u>	April 1, 1994	14.212	14.352	14.554
<u>Physio Aide</u>	April 1, 1994	14.742	14.892	15.106
<u>Cook I</u>	April 1, 1994	14.093	14.321	14.554
<u>Cook II</u>	April 1, 1994	14.135	14.329	14.554
<u>Maintenance Utility</u>	April 1, 1994	13.898	15.300	15.518
<u>Maintenance Mechanic</u>	April 1, 1994	15.875	16.095	16.314
<u>R.P.N.</u>	January 1, 1994	15.799	15.998	16.230
	** January 1, 1995	15.883	16.082	16.314
<u>P.N.A. & Mental Health Worker</u>	January 1, 1994	15.760	15.996	16.230
	** January 1, 1995	15.844	16.080	16.314
<u>Nursing Assistants & Orderlies</u>	April 1, 1994	14.633	14.870	15.106
<u>Ambulance Attendants</u>	April 1, 1994	17.810	18.060	18.319
<u>Occupational Therapy Aide</u>	April 1, 1994	14.982	15.221	15.459

** Represents Pay Equity adjustments

SCHEDULE "B"

A. **Shift/Tour Premiums**

The Employer agrees to pay a tour premium of forty-five cents (\$.45) per hour to employees who work between the hours of 1530 and 2330 hours and between 2330 and 0730 hours, provided such employees will take two (2) or more tours.

B. **Weekend Premium**

Effective April 1, 1993, an employee will be paid a Weekend Premium of forty-five cents (8.45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

C. **Standby Fee**

The Employer agrees to pay a standby fee of two dollars and ten cents (\$2.10) per hour.

The Employer agrees to pay a standby fee for Ambulance Attendants of sixteen dollars and eighty cents (\$16.80) per tour.

D. **Call Back**

Employees called into work while on Standby shall be paid at time and one-half (1 1/2) for all time worked with a minimum of four (4) hours straight time pay.

E. **Transfer to the Salary Grid**

Effective June 1st, 1982, part-time employees transferring to the full-time unit shall receive full credit for part-time shifts on the full-time grid.

The above four (4) Letters of Understanding dated this 25 day of
October, 1995.

ALEXANDRA MARINE &
GENERAL HOSPITAL

[Signature]
[Signature]
Renée Fido
Genia DeBurt

SERVICE EMPLOYEES UNION,
LOCAL 210

Caroline DeMers
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

**COLLECTIVE
AGREEMENT**

BETWEEN:

**ALEXANDRA MARINE &
GENERAL HOSPITAL**

-and-

**SERVICE EMPLOYEES' UNION
LOCAL 210**

PART TIME

Expiry: March 31, 1996

FOREWORD

This Agreement resulting from Collective Bargaining between Alexandra Marine & General Hospital and Service Employees' Union, Local 210, affiliated with Service Employees' International Union, AFL-CIO, CLC, 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-year scholarships of \$750 a year to our members and children of members. In addition, Local 210 has established a scholarship of \$500 per year up to four years in the name of ANTHONY BORG, our former President. These awards are made each year. For further details contact the Union Office.

WINDSOR 3935 Tecumseh Road East, WINDSOR, N8W 1J4

OFFICE Telephone: **(519) 944-2217**

GODERICH 150 Cambria Road North, GODERICH, N7A 2R1

OFFICE: Telephone: **(519) 524-8832**

Kenneth W. Brown,
President

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This Agreement entered into as of the 25 day of October, 1995.

BETWEEN:

Alexandra Marine & General Hospital
(hereinafter called the "Employer")

- AND -

Service Employees Union, Local 210
Affiliated with Service Employees
International Union, AFL-CIO, CLC
(hereinafter called the "Union")

PART TIME AGREEMENT

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to provide for orderly collective bargaining relations between the Employer and its employees and to provide an amicable method of settling differences or grievances which might arise from time to time, and to set forth the mutually satisfactory working conditions, hours and wages hereinafter provided for employees who are covered by this Agreement.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to all matters properly arising under this Agreement for all employees of the Employer who are employed for not more than 24 hours per week and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, graduate dieticians, technical personnel, supervisors, persons above the rank of supervisor, office staff, students employed during the school vacation period and persons covered by a subsisting collective agreement.

2.02 The term "employee" or "employees" shall mean any and all of the employees in the bargaining unit as defined above unless otherwise provided. The masculine pronoun shall include the feminine pronoun where the context so requires.

2.03 The Employer undertakes that it will not enter into any other Agreement or Contract with employees within the bargaining unit either individually or collectively which will conflict with the provisions of this Agreement.

2.04 The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment, is not a breach of this Agreement.

2.05 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement. except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

NOTE: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

2.06 At the time of considering whether or not to alter the ratio of R.N.'s to R.P.N.'s in any department, the Hospital agrees to consult with the Union in advance of any decision being made and, again in advance of any decision being made, the senior Administrator of the Hospital agrees to meet with and to entertain submissions from the Union with respect to the merits of maintaining the existing ratio.

ARTICLE 3 - NEGOTIATING COMMITTEE AND STEWARDS

3.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Steward who will represent the employees in the Bargaining Unit during grievance procedures and negotiations and will recognize and deal with such Steward with respect to any matter which properly arises for its consideration.

3.02 The Union acknowledges that the Steward has regular duties to perform on behalf of the Employer and that such Steward will not leave his regular duties without notifying his immediate Supervisor. Permission from the Supervisor shall not be unreasonably withheld. In accordance with this understanding, such Steward shall not suffer any loss of pay while negotiating the Agreement or dealing with grievances. This does not apply to time spent on such matters outside of regular working hours.

3.03 The Union will inform the Employer, in writing, of the names of the Stewards and of any changes of same.

3.04 The Union Secretary may attend all meetings with Management including Negotiations and grievance meetings.

ARTICLE 4 - UNION MANAGEMENT COMMITTEE

4.01 The Parties hereto, recognizing that the closest measure of cooperation should exist between them, do hereby agree to institute a Union Management Committee composed of the Negotiating Committee (or Stewards) including the Steward of this Bargaining Unit and Staff Representatives of both Management and the Union. Conferences of this Committee shall be held every month or at the request of either Party. A written agenda will be submitted by the Party requesting such conference and will list matters which are to be discussed. The agenda will be submitted at least three (3) days prior to the conference. The Employer agrees to submit a copy of the minutes with respect to the matters dealt with at these conferences to the Union office within two (2) weeks following any such conference.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges that, subject to the provisions of this Agreement, it is exclusively the function of the Employer to:

- a) maintain order, discipline, and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees, which rules and regulations are primarily designed to safeguard the interests of the patients of the Hospital;
- b) hire, discharge, direct, transfer, layoff, promote, demote, suspend or otherwise discipline employees provided that a claim of discriminatory promotion, demotion, direction, transfer or layoff or a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided; and,
- c) generally to manage and operate in all respects the Alexandra Marine and General Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.
- d) Should the Employer plan changes in present rules and regulations or plan new rules and regulations, the Union Committee will first meet with the Employer so as representation on behalf of the employees may be made.

ARTICLE 6 - PROBATIONARY EMPLOYEES & UNION INTERVIEWS

6.01 During the period of this Agreement, the Employer agrees to furnish the Union with a written list of all employees hired, rehired, reinstated or transferred within the bargaining unit not later than sixty (60) working days following the beginning of their employment in the unit. Such list shall include date of employment within the unit, classification and where applicable, the date of termination of employment.

6.02 All employees hired or rehired within the Union, shall be considered probationary employees unless otherwise mutually agreed by the Parties hereto until they have completed forty-five (45) days.

6.03 After completion of the probationary period as defined in Section 6.02 above, such employees shall be considered regular employees of the Employer and shall appear on the seniority list as of the date of employment.

6.04 The Employer agrees that a representative of the Union will interview each employee after the completion of their probationary period for the purpose of ascertaining whether the employee wishes to become a member of the Union, and further agrees to designate the time and place for such interview. Such interview shall take place on the Employer's premises and each such employee shall be present for this interview which shall not exceed ten (10) minutes in duration for each employee.

ARTICLE 7 - UNION MEMBERSHIP AND CHECK-OFF

7.01 The Employer shall deduct from each employee within the Bargaining Unit who has completed thirty (30) calendar days of employment from the first pay in each calendar month, the monthly dues as levied by the Union on its members.

7.02 It shall be a condition of remaining in the employment of the Employer that each such employee authorizes the Employer to such deductions in the following form:

SERVICE EMPLOYEES UNION, LOCAL 210
CHECK-OFF CARD

Name: Date:

I hereby authorize the A.M. & G.H. to deduct from my first pay, the Union Initiation Fee \$..... and from the pay due me each calendar month for the duration and as a condition of my employment, the sum of the monthly dues as certified by the Service Employees Union, Local 210, AFL-CIO, CLC, and

to pay the sum deducted to a designated official of the said Union. I further authorize my Employer to deduct an additional sum of \$1.00 as Welfare Assessment from my first pay in the month of September of each year.
Witness: Signature:.....

7.03 The amount of such dues shall be certified to the Employer by an authorized officer of the Union.

7.04 The dues deducted from all employees within the bargaining unit, together with a record of those from whose pay deductions have been made in accordance with section 7.02 above, shall be remitted by the Employer to the Union not later than the 18th day of each month. Such record shall include the names of employees from whom deductions were not made for any reason.

The Employer shall provide the names and addresses of all employees on a yearly basis to the Union. An employee must advise the Employer in writing if they do not wish to be included on this list.

7.05 It is agreed that upon commencement of employment, new employees shall be advised by a representative of the Employer of the existence of the Union and of the conditions surrounding their employment as contained herein.

7.06 Any dispute as to a violation or interpretation of any provision of this Article shall be a matter for the grievance and arbitration procedures.

7.07 The Employer agrees to indicate the amount of Union Dues deducted on the employee's annual T4 slip.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 The Employer agrees that grievances shall be adjusted as quickly as possible. Any employee shall have the right to the assistance of a Union Representative (or Stewards) if he or she so desires. Any grievance or dispute relating to the interpretation, application or alleged violation of this Agreement or the terms or conditions of employment as set forth herein, shall be dealt with in the following manner:

~~STEP 1~~ - Any employee or employees having a grievance or complaint shall first discuss it with his or her supervisor within five (5) days after such grievance or complaint has arisen. The immediate Supervisor shall give an answer within forty eight (48) hours from presentation of such grievance or complaint.

STEP 2 - Failing settlement after Step 1, the employee or the Chief Steward shall, within five (5) days after the receipt of the answer at Step 1, present the grievance in writing to the Department Head who shall render a decision in writing within three (3) days after presentation of the grievance.

STEP 3 - Failing settlement under Step 2, the matter shall, within five (5) days after the decision of Step 2, be presented to the Hospital Administrator to be taken up between the Grievor, the Chief Steward and the Hospital Administrator within three (3) days of the presentation of such grievance. At this meeting the Union Business Manager or his nominee may be present if required by either Party. A decision must be rendered by the Hospital Administrator within three (3) days from such meeting.

STEP 4 - Failing settlement under Step 3, of any difference between the Parties concerning the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be referred to Arbitration as provided in Article 9. If Arbitration is to be invoked, a written request for Arbitration must be given to the Hospital Administrator within five (5) days after the grievance or complaint has been dealt with in Step 3.

8.02 a) Where a difference arises between the Employer and the Union as to the interpretation, application, administration or alleged violation of this Agreement or as to the working conditions provided for herein, including any question as to whether the matter is arbitrable, the difference between the Parties shall be reduced to writing and delivered to the other Party. Delivery to the Union shall be effected if made upon the Business Manager and delivery to the Employer shall be effected if made upon the Hospital Administrator. The difference shall be dealt with at a meeting of representatives of the Employer and the Union to be held within five (5) days after delivery, which meeting shall be deemed to be at Step 3.

b) Failing satisfactory settlement of such grievances, it is agreed that the same may be dealt with in accordance with the balance of the grievance and arbitration procedures.

8.03 Any time limits referred to in the grievance and arbitration procedures within which any procedure is required to be taken or notice to be given shall be calculated exclusive of Saturdays, Sundays and Statutory Holidays, and for the aggrieved employee, his or her days off.

8.04 It is agreed that the Steward or Chief Steward or both may accompany any employee to any representative of the Employer for the purpose of assisting said employee with any grievance or complaint.

ARTICLE 9 ARBITRATION

9.01 When either Party requests that a matter be submitted to Arbitration as hereinbefore provided, in the case of a difference between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation has been made that this Agreement has been violated, the Party requesting arbitration shall notify the other party of its desire to arbitrate the difference or allegation and shall at the same time name one person as its appointee to the Arbitration Board.

9.02 The recipient of the notice shall, within five (5) days of receipt of same, notify the other Party of the name of its appointee to the Arbitration Board.

9.03 The two appointees shall, within five (5) days of the appointment of the latter, appoint a third person to act as Chairperson. If the two (2) appointees fail to agree upon a Chairperson within the said five (5) days, or if the recipient of the notice fails to appoint the Arbitrator within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon request by either Party.

9.04 No person may be appointed as an Arbitrator who has been involved in an attempt to settle the grievance.

9.05 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision of the majority of such Board shall be final and binding upon the Parties and any employee affected by it. If there is no majority decision, the decision of the Chairperson shall govern.

9.06 In the case of discharge or suspension, the Arbitration Board shall make such decision as it may in the circumstances deem just and equitable and may confirm, vary or set aside any such penalty or discipline imposed by the Employer relating to the grievance then before it.

9.07 The Arbitration Board shall not be authorized to alter, modify or amend any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, nor to make any decision inconsistent with the terms and provisions of this Agreement.

9.08 Nothing herein shall be interpreted or construed to prevent the Arbitration Board from ordering reinstatement in employment with full or partial pay lost by an employee who has been dismissed or suspended.

9.09 Where the Parties mutually agree, a single Arbitrator may be substituted for a Board of Arbitration and the expense of such Arbitrator shall be shared equally by both Parties.

9.10 Each Party hereto shall bear the expense of its appointee and the expense of the Chairperson shall be shared equally by both Parties.

ARTICLE 10 STRIKES AND LOCKOUTS

10.01 In view of the orderly procedure for settling grievances, the Union agrees that, during the term of this Agreement, it will not cause or direct any strike or interference with the operation of the Hospital and the Employer agrees that it will not cause or direct any lockout of its employees.

ARTICLE 11 - SENIORITY

11.01 Seniority rights of employees shall be established after completion of the probationary period as defined in Article 6.

11.02 a) Hospital-wide seniority shall be accumulated on the basis of tours worked for the Employer since the date of last hire.

b) Classification seniority shall be accumulated on the basis of tours worked within any classification since the date of last hire or date of transfer.

11.03 In the event that a new classification is created, the Employer agrees that the Hospital Administrator and the President of the Union or his designate and the Chief Steward and the Steward representative of the affected department shall meet to discuss the job content and the wage rate for such classification not later than thirty (30) days after it is implemented.

11.04 Separate Hospital-wide and classification seniority lists shall be posted every six (6) months namely on the 15th day of May and November of each year by the Employer, where they will be accessible to the members of the Union. Copies of such seniority lists shall be mailed to the Union Office on such dates. The Chief Steward shall be entitled to a copy of such lists.

11.05 a) In the event of a proposed layoff at the Hospital of more than eight (8) weeks duration, the Hospital will;

a) provide the Union with no less than three (3) months notice of such layoff and;

b) meet with the Union to review the following:

i) the reasons causing the layoff;

ii) the service which the Hospital will undertake after the layoffs;

iii) the method of implementation including the areas of cut back and the employees to be laid off.

b) The Employer shall give each employee in the bargaining unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks, notice in writing of his layoff in accordance with the following schedule:

Up to 1 years service	1 week's notice
1 year but less than 3 years'	2 weeks' notice
3 years but less than 4 years'	3 weeks' notice
4 years but less than 5 years'	4 weeks' notice
5 years but less than 6 years'	5 weeks' notice
6 years but less than 7 years'	6 weeks' notice
7 years but less than 8 years'	7 weeks' notice
8 years or more	8 weeks' notice

Such notice will be handed to the employee and signed by the employee if the employee is at work at the time the notice is ready for delivery. 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.

11.06 In all other cases of layoff, the Employer shall give each employee in the bargaining unit who has acquired seniority one (1) week's notice, provided, however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, Act of God, power failure or equipment breakdown).

11.07 In the event of layoff, the Employer shall layoff probationary employees first, and then employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

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

- a) accept the layoff; or
- b) displace an employee who has lesser Bargaining Unit seniority and who is the least senior employee in another classification in the Bargaining Unit, if the employee originally subject to layoff can perform the duties of the classification without training other than orientation. Such employee so displaced shall be laid off subject to his rights under this section.

The decision of the employee to choose (a) or (b) above shall be given in writing to the Hospital within five (5) working days (excluding Saturday, Sunday and Holidays) following the notification of layoff. Employees failing to do so shall be deemed to have accepted layoff.

11.09 An employee shall be recalled from a layoff to available openings before such opening is filled on a regular basis under a job posting procedure. Such recall shall be on the basis of his seniority, provided he then has the ability to perform the available work.

11.10 In determining the ability of an employee to perform the work for the purposes of Paragraphs .07, .08 and .09 above, the Employer shall not act in an arbitrary or unfair manner.

11.11 An employee displaced or 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 layoff should it become vacant within twelve (12) months of being recalled or displaced.

11.12 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Employer of their intention to do so, in accordance with 11.13 below, or have been found unable to perform the work available.

11.13 It is the sole responsibility of the employee who has been laid off to notify the Employer 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 registered mail, addressed to the last address on record with the Employer (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 is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

11.14 In the event that a layoff commences on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

11.15 No full time employees within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part time employees.

11.16 Any agreement reached between the Hospital and the Union concerning the method of implementing layoffs will take precedence over other terms of layoff in this Agreement.

11.17 Choices of tours, and transfers shall be implemented on a classification seniority basis. Choices of tours shall not apply to probationary employees.

11.18 An employee shall lose all seniority and shall be deemed terminated if:

- a) employee quits;
- b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- c) employee 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;
- d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- e) employee has been laid off for twenty-four (24) months;
- f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- g) employee is absent due to illness or disability, which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

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

11.19 Any controversy over employees' seniority rights shall be subject to the grievance procedure as herein provided.

11.20 a) Each employee coming within the scope of this Agreement shall be classified as a member of the following classifications:

1. Kitchen Aides
2. Nursing Aides
3. Ambulance Attendant
4. Orderly
5. Registered Practical Nurses
6. Ward Clerks
7. Cooks
8. Psychiatric Nursing Assistants
9. Maintenance Utility
10. Maintenance Mechanic
11. Physio Aides
12. Housekeeping Aides
13. Mental Health Worker (this shall not include an R.N., Social Worker, Occupational Therapist or Speech Pathologist)
14. Occupational Therapy Aide

b) For information purposes only, the Employer will provide the Goderich Union ~~Office~~ with copies of all current job descriptions under the scope of this Agreement. The Employer will also advise the Union of any changes being made to said job descriptions.

11.21 For the purpose of application of seniority, a full time employee whose status is changed to part time shall transfer his full time seniority on the basis of one year of service equalling 200 tours.

1 tour = 7.5 hours exclusive of unpaid mealtime.

ARTICLE 12 - DISCHARGES AND SUSPENSIONS

12.01 The Employer shall not discharge or suspend any employee who has completed the probationary period without just and sufficient cause. The Employer shall direct a letter to the Union office, stating its reasons for any such discharge or suspension and shall also advise the employee verbally of its reasons for such action. No such discharge or suspension shall be implemented by the Employer until such letter is given to the Union. Any claim of wrongful discharge or suspension by such an employee may be submitted to the grievance and arbitration procedures within ten (10) days from the date of discharge or suspension and dealt with as provided herein. Step 1 of the grievance procedure will be omitted in such cases.

12.02 At the time formal discipline is imposed, an employee shall have the right upon request, to have a steward present, provided a steward is on the premises. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.

12.03 Verbal or written warnings shall be removed from the employee's file after a **period** of eighteen (18) months provided there has been **no** repetition of the offence within that **period**.

ARTICLE 13 - JOB POSTINGS AND OPPORTUNITY

13.01 a) If full time employees do not bid for vacancies or **new** jobs within the full time Bargaining Unit, employees of this part time Bargaining Unit shall be given the opportunity to apply **for** such **postings**.

Jobs shall be filled from applications received on the basis of departmental seniority and ability to perform the work.

b) Should **no** applications be made by anyone in the department of the vacancy and providing an employee has the ability to **perform** the work, then Hospital wide seniority shall be used instead of departmental seniority.

13.02 The Chief Steward and Steward of this Bargaining Unit shall be informed of any such applications.

ARTICLE 14 - HOURS OF WORK, OVERTIME & OTHER WORKING CONDITIONS

14.01 a) The following provisions designating regular hours **or** a daily tour and regular daily tours over the departmental schedule, shall not be **construed** to be a guarantee **of** the hours of work to be done on each tour or during each tour schedule. The normal daily tour shall be seven and one-half (7 1/2) hours per day exclusive of unpaid mealtime.

b) **Where** a supervisor is notified by an employee that the employee has been or will be unable to take the normal lunch break, such employee shall be paid time and one half (1 1/2) his **or** her regular straight time hourly rate for all time worked in **excess** of normal daily hours.

14.02 a) As far as it is possible to do so, scheduled part time hours and **call-in** shall be administered on the basis of seniority within the part time Bargaining Unit.

The number of hours an employee **would** be expected to work will be identified at the time the employee is called into work.

b) The Employer will ensure that if a part time shift is to be cancelled either before the shift or during the shift, the most junior part time employee scheduled will have their hours so affected, provided more senior employees are able to perform the work available.

14.03 All employees shall be required to signify in writing on a form provided by the Hospital whether or not they are available for regular scheduled part time work. They shall also signify if they are not available in order that their classification may be determined in terms of duty roster preparation.

14.04 The Employer shall pay time and one-half (1 1/2) of the regular rate of pay for all approved overtime calculated to the nearest fifteen (15) minutes for:

- a) all time worked in excess of seven and one-half (7 1/2) hours within any period of **twenty-four** (24) consecutive hours and all time worked over thirty-seven and one-half (37 1/2) hours in any week but not both;
- b) all time worked before the scheduled starting time and all time worked after the scheduled finishing time.

14.05 The Employer undertakes and agrees that employees shall not be required to take time off in lieu of pay for overtime worked, unless mutually agreed between the employee and the Hospital.

14.06 Employees who report for work for which they are scheduled but for whom no work is available at his or her regular job shall be paid four (4) hours at his or her regular rate of pay.

14.07 All employees shall be entitled to two (2) fifteen (15) minute coffee breaks or rest periods on each seven and one-half (7 1/2) hour tour on the Employer's time. There shall be one such rest period or coffee break in the first half of the tour and one in the second half of the tour.

Employees working a four (4) hour shift shall be entitled to one fifteen (15) minute coffee break or rest period; employees working less than a four (4) hour shift shall not be entitled to a paid break.

14.08 If an employee is requested to work more than three (3) hours overtime, he shall be entitled to a meal allowance of five dollars (\$5.00).

14.09 It is agreed that the working tour for all employees shall consist of seven and one-half (7 1/2) ~~consecutive~~ hours, in accordance with 14.01 a), and that there will be no split tours.

14.10 If an employee is required to work on a higher rated job, he or she shall be paid the higher rate of pay applicable to such a higher job for the actual hours such employee is employed in that rated job.

14.11 Employees shall normally perform only the work done within their own classification. Temporary reassignments shall be by mutual agreement only between the individual and the Employer.

14.12 If an employee is called into work ~~after~~ the commencement of a tour, and works six (6) hours, they shall be paid for the entire tour if they report for work within one (1) hour of the call-in.

14.13 In the event that the Hospital subpoenas an employee as a witness, the employee shall be paid the regular rate of pay for all hours involved along with any expenses. The employee and the Employer shall mutually agree as to time off required to comply with such subpoena.

14.14 The Hospital will not require any employee to take part or attend in service meetings, seminars, ~~courses~~ or serve on committees outside their regular working hours. In the event *the* employee is required by the Hospital to attend such meetings they will be paid their hourly rate of pay for time spent on same.

14.15 Responsibility Allowance - Where an employee is assigned by the Hospital to be temporarily in charge of his department he shall be paid a responsibility allowance of three dollars (\$3.00) per tour.

14.16 An employee in the Ambulance Department or other employee assisting in the operation of an ambulance who is unable to return to the Hospital from a call because of weather conditions, shall be paid at a rate of time and one-half (1 1/2) his regular rate of pay for each hour past his normal quitting time while he is operating and in charge of the ambulance. Such payments will cease when the operator leaves the ambulance. The employee will be reimbursed for any reasonable expenses (accommodation, meals, etc.) incurred while absent from the Hospital on a call because of weather conditions.

14.17 The Hospital shall continue its current practice, which provides that employees will suffer no loss of pay for ~~the~~ change from Daylight Savings Time to Standard Time and vice versa.

14.18 The Employer agrees to continue its current practise of reimbursing all Ambulance Attendants for the maintenance of their Class "F" drivers license. This is limited to any health examination required and costs incurred as a result of such examination.

ARTICLE 15 - PAID HOLIDAYS

15.01 The parties designate the following holidays under this Collective Agreement:

New Year's Day	Labour Day
2nd Monday in February	Remembrance Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Employee's Birthday

15.02 If an employee works on any of the above named holidays, he or she shall receive pay at one and one-half (1 1/2) times the employee's regular rate of pay for work performed on such holiday.

ARTICLE 16 - VACATIONS

16.01 All employees will receive vacation pay according to the following schedule:

Less than 400 tours of service.....	4% of salary
401 tours of service but less than 1,000 tours of service.....	6% of salary
1,001 tours of service but less than 3,000 tours of service.....	8% of salary
3,001 tours of service but less than 5,000 tours of service.....	10% of salary
5,001 tours of service or more.....	12% of salary

16.02 For the purpose of calculation of tours relative to the entitlement stated above, the date from which tours can be accumulated will be September 23rd, 1972. Employees hired after the execution of this unit will begin accumulation from their date of hire.

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16.03 Two hundred (200) hours is generally accepted as an equivalent of one (1) year's employment.

16.04 Classification seniority shall be determinative in the choice of vacation periods.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, 1980, as amended.
- b) The employee shall give her Employer four (4) weeks notice in writing prior to the day upon which she intends to commence her leave of absence, together with her expected date of return, and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.
- c) A part time employee shall accumulate service and seniority for the initial seventeen (17) weeks from the commencement of the leave while a part time employee is on pregnancy leave. Accumulation shall be on the basis of what the employee's normal regular hours of work would have been.
- d) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof. The employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.

17.02 Parental Leave

- a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, 1980, as amended.
- b) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care or control of a parent for the first time.
- d) The employee shall give written notification one (1) month prior to the commencement of the leave of her request for leave together with her expected date of return. In the case of an adoption, the employee shall advise the Hospital as far in advance as possible of having qualified to adopt a child and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption.

- e) The employee shall reconfirm her intention to return to work on the date originally provided to the Hospital in (d) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
The employee shall be reinstated to her former position, if available, or given a comparable position at not less than her wages when she began her leave of absence.
- f) A part time employee shall accumulate service and seniority for the initial eighteen (18) weeks from the commencement of the leave while a part time employee is on parental leave. Accumulation shall be on the basis of what the employee's normal regular hours of work would have been.

17.03 Prepaid Leave Plan - Funded solely by the employee, the prepaid leave plan is subject to the following terms and conditions:

- a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6601, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the Administrator at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- c) The number of employees that may be absent at any one time shall be one (1) from each of the full-time and part-time bargaining units. The year for purposes of the program shall be September 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Hospital.
- d) Written applications will be reviewed by the Administrator or designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Hospital and the employee.

- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which she is participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. The employees will not be eligible to participate in the disability income plan during the year of the leave.
- i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Administrator. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- j) If the employee terminates employment, the deferred salary held by the Hospital plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- k) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to her within a reasonable period of time.
- l) The employee will be reinstated to her former position unless the position has been discontinued, in which case she shall be given a comparable job.
- m) Final approval for entry into the prepaid leave program will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement shall include:
 - i) a statement that the employee is entering the prepaid leave program in accordance with Article 17.03 of the Collective Agreement.
 - ii) the period of salary deferral and the period for which the leave is requested;
 - iii) the manner in which the deferred salary is to be held.The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

ARTICLE 18 -UNIFORMS

18.01 It is agreed that the issuance, laundering and replacement of uniforms are to be continued on the present basis.

All part time employees not being supplied uniforms in accordance with the above shall receive a uniform allowance of thirty-five dollars (\$35) a year. Payments for this allowance shall be paid pursuant to present practise which is 1/12 per month. In the event a part time employee does not work in any given month, no uniform allowance will be paid.

18.02 The Hospital agrees to supply the Ambulance Attendants with adequate initial clothes (as specified below) when they join the staff of the Hospital and to replace such articles as necessary from time to time. New uniform components will be replaced on receipt of a signed requisition originating from the Ambulance Supervisor. Articles of clothing being replaced will be turned in to the Supervisor before issuance of replacements. Hospital supplied uniforms shall not be worn by Ambulance Attendants except when they are on duty or when they are on standby call.

The articles of clothing to be issued will consist of:

Shirts	each 6
Ties	each 1
Trousers.....	pairs 4
Parkas.....	each 1
Jackets, summer	each 1
Raincoats (nylon shell)	each 1
Boots, summer Police Boots	1 pair
Boots, Ambulance Boots, winter	1 pair
Coveralls, Ministry Issue	1 pair
Hats, fur, OPP style	each 1

Note: The hat will be supplied on a one time issue only and the Hospital will not be responsible for the replacement of such hat for any purpose.

ARTICLE 19 -WAGES

19.01 Attached hereto is the wage schedule marked "A" showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Schedule "A" and the contents thereof shall constitute a part of this Agreement. It is further agreed that if any new classifications within the bargaining unit are created during the lifetime of this Agreement, wage rates for such classifications shall be negotiated

between the Employer and the Union, provided that the Employer may assign the interim rate pending such negotiations and further that the rate shall bear appropriate relationship to those in Schedule "A" having regard to job content. Schedule "B" attached, forming part of this Agreement, shows the Shift/Tour Premium and Standby Pay to be paid during this Agreement to employees where applicable.

19.02 The job classification mentioned in Schedule "A" shall not be changed for the purpose of evading payment of the proper wage schedule. In establishing the minimum wage rate for all new employees, the Employer agrees that wages now being paid for the classifications of this Agreement shall continue to be paid as provided herein.

19.03 The regular pay days shall be every second Thursday during the term of this Agreement.

19.04 Employees hired subsequent to May 8th, 1982, shall enter the salary grid at the starting rate and progress through the increment range in the following order:

100 Tours 6 Months
200 Tours 1 Year

The number of tours shall be calculated by dividing all hours worked by seven and one-half (7 1/2).

19.05 A Registered Practical Nurse is required to present to the Director of Nursing or designate before February 15 of each year, acceptable evidence of annual registration. Failure to do so will result in a change in status to Nursing Assistant. Reinstatement to the status of Registered Practical Nurse will be effective the first pay period following the date of presentation of proof of registration.

ARTICLE 20 - DURATION AND TERMINATION

20.01 This Agreement shall be effective up to the 31st day of March, 1996, and shall continue in full force and effect until a new Agreement is reached either during the course of negotiations, conciliation, or arbitration proceedings as required by the laws of the Province. In the event that either party gives written notice to amend the Agreement within ninety (90) days prior to the 1st day of April, 1996, negotiations shall commence not later than fourteen (14) days after the date of such written notice. Such notice shall, as far as possible, list the subject matter of the proposed amendments or revisions but the Parties shall have the right to alter said list before and during negotiations.

DATED THIS 25 DAY OF OCTOBER 1995.

**ALEXANDRA MARINE &
GENERAL HOSPITAL**

[Signature]
[Signature]
Rose Marie Foster
Georgia M. Burt

**SERVICE EMPLOYEES UNION,
LOCAL 210**

Caroline Demps
[Signature]
[Signature]
Joan Black
Jane Youngblood
Jamie Scott

SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>START</u>	<u>6 MTHS.</u>	<u>1 YEAR</u>
<u>Kitchen & House keeping Aides</u>	April 1, 1994	14.258	14.410	14.554
<u>Ward Clerks</u>	April 1, 1994	14.212	14.352	14.554
<u>Physio Aide</u>	April 1, 1994	14.742	14.892	15.106
	April 1, 1994	14.093	14.321	14.554
<u>Cook II</u>	April 1, 1994	14.135	14.329	14.554
<u>Maintenance Utility</u>	April 1, 1994	13.898	15.300	15.518
<u>Maintenance Mechanic</u>	April 1, 1994	15.875	16.095	16.314
<u>R.P.N.</u>	January 1, 1994	15.799	15.998	16.230
	** January 1, 1995	15.883	16.082	16.314
<u>P.N.A. & Mental Health worker</u>	January 1, 1994	15.760	15.996	16.230
	** January 1, 1995	15.844	16.080	16.314
<u>Nursing Assistants & Orderlies</u>	April 1, 1994	14.633	14.870	15.106
<u>Ambulance Attendants</u>	April 1, 1994	17.810	18.060	18.319
<u>Occupational Therapy Aide</u>	April 1, 1994	14.982	15.221	15.459

** Represents Pay Equity adjustments

SCHEDULE "B"

A. Shift/Tour Premiums

The Employer agrees to pay a tour premium of forty-five cents (\$.45) per hour to employees who work between the hours of 1530 and 2330 hours and between 2330 and 0730 hours, provided such employees will take two (2) or more tours.

B. Weekend Premium

Effective April 1, 1993, an employee will be paid a Weekend Premium of forty-five cents (\$.45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

C. Standby Fee

The Employer agrees to pay a standby fee of two dollars and ten cents (\$2.10) per hour.

The Employer agrees to pay a standby fee for Ambulance Attendants of sixteen dollars and eighty cents (\$16.80) per tour.

D. Call Back

Employees called into work while on Standby shall be paid at time and one-half (1 1/2) for all the time worked with a minimum of four (4) hours straight time pay.

E. Benefits for Part-Time Employees

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to fourteen percent (14%) of his/her regular straight time hourly rate for all straight time hours paid.

Effective February 19, 1993, any part-time employees who choose to participate in the pension plan, shall have their in lieu of benefits rate reduced to ten percent (10%). Part time employees on staff and enrolled in the pension plan prior to February 19, 1993 shall continue to receive fourteen percent (14%) in lieu of benefits.

The above two (2) Letters of Agreement dated this 25 day of October, 1995.

ALEXANDRA MARINE &
GENERAL HOSPITAL

[Signature]
[Signature]
Ros Marie Filer
Gloria M. Burt

SERVICE EMPLOYEES UNION,
LOCAL 210

Caroline DeMoss
[Signature]
[Signature]
Joan Black
[Signature]
Jamie Roth

