



COLLECTIVE AGREEMENT

LAMBTON HOSPITAL GROUP SARNIA SITES

**SARNIA GENERAL HOSPITAL
ST. JOSEPH'S HEALTH CENTRE**

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ARTICLE 1 - GENERAL PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees covered by this Agreement, to provide an orderly procedure for the prompt disposition of grievances, to establish and maintain working conditions, hours of work, and wages for employees covered by this Agreement.
- 1.02 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

ARTICLE 2 - SCOPE OF COLLECTIVE: AGREEMENT

- 2.01 "The Employer, being the Lambton Hospitals Group - Sarnia sites, recognizes the Union as the exclusive bargaining agent for all employees of the Employer save and except: Supervisors, persons above the rank of Supervisor; Professional Medical Staff; Graduate and Undergraduate Nursing Staff; Graduate and Undergraduate Pharmacists; Graduate and Undergraduate Dieticians; Social Workers and Social Work Assistants; Paramedical Personnel as covered under the OPSEU Collective Agreement; Stationary Engineers; persons engaged in research work; office and clerical staff covered by the OPEIU Collective Agreement; Buyers; Non-Union office and clerical staff; Human Resources Staff; Payroll Staff; Accountants; Medical Records Technicians and Library Technicians; and any employee covered by any other Collective Agreement.

NOTES:

1. Workplace is defined as the Sarnia General Hospital site and/or the St. Joseph's Health Centre, Sarnia site and/or their satellite sites.
 2. Safety and Security Staff at the Sarnia General Hospital site will continue to be members of this Bargaining Unit. Security Staff at the St. Joseph's Health Centre - Sarnia site are excluded from the Bargaining Unit as long as they are employed by an external supplier of: Security Services."
- 2.02 Temporary Employee shall mean an employee hired for a specific assignment which shall not exceed three (3) months or in the case of maternity relief, the duration of the maternity leave. The term of the specific assignment may, however, be extended by agreement of the parties. Temporary employees will be covered by the terms of the Collective Agreement. A copy of the notice of appointment of all temporary employees shall be provided to the Local Union.

Permanent: Part Time employee shall mean an employee regularly employed for more than twenty four (24) hours per week but less than Full Time employees. Permanent Part Time employees shall earn vacation, paid holidays and sick leave entitlement on a pro-rated basis in accordance with hours worked as Permanent Part Time.

Note: It is further understood that for the purposes of Articles 12, 15 and 22, Office and Clerical is identified as a separate Unit:, for which separate seniority lists shall be maintained.

ARTICLE 3 - UNION RECOGNITION

- 3.01 The Union is recognized as the sole collective bargaining agency for all employees of the Bargaining Unit as defined herein and the Employer undertakes that it will not enter into any other Agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 3.02 Both parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised with respect to the membership or activity in the Union, or non membership of any employee in the Union, which is hereby recognized as voluntary act on the part of the individual concerned. No employee of the Employer shall be discriminated against: because of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap, colour or ethnic origin.
- 3.03 There will be no Union activity or solicitation for membership on the Employer's premises.

ARTICLE 4 - UNION SECURITY

- 4.01 (a) Union dues will be deducted from the employee's pay on a biweekly basis in each calendar month and shall be remitted by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth day of the following month.
- (b) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly Union dues.
- (c) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
- (d) The Employer agrees when forwarding Union dues to submit a list indicating the names, classifications and change of addresses of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month. The Employer agrees to provide to the Co-Chairpersons of SEIU Local 220 for the Sarnia Hospitals lists of resigned or terminated employees when those lists are prepared by the Employer.
- 4.02 Regular monthly Union dues referred to in this Article, shall mean the regular monthly Union dues uniformly assessed all the members of the Union in accordance with its constitution and by-laws as certified to the Employer in writing by the Union.
- 4.03 The Union shall indemnify and save the Employer harmless with respect to all Union dues so deducted and remitted.
- 4.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and Collective Agreement.

Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program.

4.05 T-4 slips issued annually to employees shall show deductions made for Union dues.

ARTICLE 5 - NO STRIKE OR LOCKOUTS

5.01 'There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended.

ARTICLE 6 - MANAGEMENT RIGHTS

The Union recognizes that the management of the Employer and the direction of the employees are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees provided that a claim of discriminatory classification, promotion, demotion or transfer, or a claim by a seniority-rated employee that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereafter provided;
- c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishments for the service;
- d) generally to manage the operation that the Employer is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;
- e) make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

The Employer agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Union shall have the right to elect or otherwise select a Union Committee of eleven (11) employees it being understood that there will be a Co-chair from St. Joseph's and Sarnia General and at least 2 committee members will be from the Clerical Unit.

7.02 The Employer will recognize and deal with the said Committee on grievances and on any other matter properly arising out of this Agreement including the negotiations for a renewal of this Agreement. It is agreed that the negotiation committee will consist of six (6)

committee members, It is further agreed that the Union Representative of Local 220 may be present with the Committee.

7.03 The Union shall elect from amongst employees, Stewards whose duties shall be to assist employees in presenting their grievances to the designated representative of the Employer in accordance with the grievance procedure. The Union shall notify the Employer in writing of the names of the Stewards selected.

7.04 (a) The Union Committee shall have the right at any time to have the assistance of representative(s) of SEIU Local 220, when meeting with the Employer or the Employer's representatives. Such meeting will be arranged with the Director of Human Resources or designate and will be held at a time and place mutually convenient to both parties.

(b) In accordance with this understanding, it is agreed that:

(i) Each member of the said Union Committee shall receive his regular pay of all regularly scheduled working hours lost due to attendance at negotiation meetings with representative(s) of the Employer up to and including conciliation.

(ii) A Steward, the grievor(s) and, where applicable under this Agreement, members of the Union Committee shall receive their regular pay for all regularly scheduled working hours lost due to servicing grievances or attendance at grievance meetings with representatives of the Employer up to but not including arbitration.

(iii) Processing of grievances at Step 1 and 2 shall be arranged so far as reasonably possible between 08:30 and 16:30 hours.

(iv) Before leaving their regular work to undertake Union Business on behalf of the Union, the Union Committee Members or Steward will request permission of the Supervisor before leaving their work and will report back to their Supervisor upon resuming their regular duties. Such permission will not be unreasonably withheld.

(v) In accordance with this understanding in Article 7:04 (b) (i) above, such employees shall be compensated by the Employer for time lost from regular hours of work while meeting with representatives of the Employer in dealing with matters arising out of this Agreement.

7.05 The Union Committee and the Employer shall meet each month at the times mutually agreed upon, providing there is business for their joint consideration. Necessity for a meeting will be indicated by a letter from either party to the other party, containing an agenda of the subjects to be discussed. It is agreed that the Union committee will consist of seven (7) committee members.

7.06 STAFF PLANNING COMMITTEE

(a) With respect to the development of any operating or re-structuring plan which may

affect the Bargaining Unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

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

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

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

COMPOSITION AND MEETINGS:

The Committee shall be comprised of equal numbers of representatives of the Employer and from the Union Committee. The number of representatives is to be determined locally, and shall consist of a least two (2) representatives from each party.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. The Employer shall make typing and other such clerical assistance available as required.

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

DISCLOSURE:

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

ACCOUNTABILITY:

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

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

It is understood and agreed that all financial and staffing information must be maintained in confidence and shall not be disclosed to any individual or interested party without the express approval of the Committee.

- 7.07 The Union agrees to supply the Employer with the names of the Stewards and the members constituting the Committee and will keep such a list up-to-date at all times.
- 7.08 The Employer agrees to supply the Union Office, the Union Committee Members and Stewards with the names of Department Heads and Supervisors in Departments having employees covered by this Agreement and the names of the persons in the Management Committee. The list will be provided each January but: the Employer will give notice to the Union Office of changes as they occur so that this list can be maintained in a current position.
- 7.09 The Employer will provide an office for the Union, to be shared with other Unions representing other Health Centre employees, as designated by the Employer.

ARTICLE 8 - COMPLAINT AND GRIEVANCE PROCEDURE

- 8.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration, or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.
- 8.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his Department: Head or Supervisor the opportunity of adjusting his complaint. If an employee has a complaint, such complaint shall be discussed with his Department Head or Supervisor within fourteen (14) calendar days after the circumstances giving rise to the complaint: have originated or occurred. If the Department Head or Supervisor is unable to adjust a complaint to their mutual satisfaction within fourteen (14) calendar days, the employee may proceed with the grievance procedure within fourteen (14) calendar days following the decision of the Department Head or Supervisor. Any employee is entitled, upon request, to have a Union Steward present with him when meeting with the Department Head or Supervisor to attempt to adjust his complaint. (Either Party may request time extension, verified in writing, and both Parties agree to give full consideration to compliance with such requests)
- 13.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step Number 1

The employee, with the assistance of a Steward, if she so desires, may present her grievance in writing to her immediate Supervisor. The nature of the grievance, the remedy sought and the section(s) of the Agreement alleged to have been violated shall be set out in the grievance. Failing settlement, the immediate Supervisor shall deliver her decision in

writing within fourteen (14) calendar days following the presentation of the grievance to her, then within fourteen (14) calendar days after the decision is given, the grievance may be advanced to Step 2.

Step Number 2:

Within fourteen (14) calendar days following the decision under Step 1, the grievance must be submitted to the Director of Human Resources (or his designate), the said Steward, the grievor(s) and the Union Committee within fourteen (14) calendar days of receipt of the grievance. A meeting will be held within those fourteen (14) days unless an extension is mutually agreed to by the parties. Either party may have assistance from outside the workplace at this stage if desired.

The Director of Human Resources (or his designate) shall give his written disposition within fourteen (14) calendar days of the day of such meeting. Failing settlement, either party may submit the matter to arbitration within fifteen (15) calendar days after the reply in step 2 is given. If no written request for arbitration is received within such fifteen (15) day period, the grievance shall be deemed to have been abandoned.

All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employee or employees involved.

8.04 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step 2 within fourteen (14) calendar days of the event giving rise to the grievance. Failing settlement under Step 2 within fourteen (14) calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood, that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed, except only where it is established by the Union that the interest of the Bargaining Unit as a whole is involved and may be affected by the resolution of the issue resulting from the grievance.

In the case of such a grievance by the Employer, it shall be submitted in writing to the Union Representative responsible for this Collective Agreement (with a copy to the Co-Chairs of the Union Committee) within twenty (20) calendar days after the circumstances giving rise to the grievance have occurred. The Union Representative shall give his decision within seven (7) calendar days after receiving the grievance, and failing settlement, the grievance may be referred to arbitration by the Employer in accordance with Article 8 hereof.

8.05 Group Grievance

Where two (2) or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step 2 within fourteen (14) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the Complaint and Grievance Procedure.

8.06 Discharge and Discipline

A grievance involving the discharge of an employee must be reduced to writing and originated under Step 2 within fourteen (14) calendar days of the employee being notified of his discharge. It is agreed that a Co-Chairperson of the Union Committee or a Union Committee member will be notified of the dismissal of a seniority-rated employee. Notwithstanding anything in this Agreement, a probationary employee may be terminated at the sole discretion of and for any reason satisfactory to the Employer and such termination of a probationary employee shall not be subject to the grievance or arbitration procedures.

8:07 Wherever an employee is being issued disciplinary action including verbal warnings, written warnings, suspension or termination of employment, the Employer will advise the employee of their right to have a union representative present: at the meeting. The union representative may, if present, meet with the employee for a period of up to fifteen (15) minutes after the disciplinary meeting. The Employer will attempt to provide an area for this meeting to occur.

The Employer will endeavour to deal with all disciplinary actions within fourteen (14) calendar days of the date of the incident: occurring.

ARTICLE: 9 - ARBITRATION

9.01 If the Employer or the Union requests that a grievance be submitted to arbitration, as herein before provided, it shall make such a request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee provided, however, that if such party fails to name a nominee as herein required, the Office of Arbitration of the Ministry of Labour of the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by Agreement a chairman of the arbitration board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Office of Arbitration of the Ministry of Labour of the Province of Ontario to appoint a chairman.

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

9.03 No matter may be submitted to arbitration which has not been carried through all requisite steps of the grievance procedure.

9.04 The Board of Arbitration shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent: with the terms and provisions of this Agreement.

9.05 The proceedings of the arbitration board will be expedited by the parties hereto and the decision of the majority and where there is not majority the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.

- 9.06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 9.07 The time limits set out in both the grievance and arbitration procedure herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of the Labour Relations Act.
- 9.08 The parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.

ARTICLE 10 - PERSONAL FILE

- 10.101 An employee upon written request shall have an opportunity to view his personal file. The information an employee may review would be:
- a) application form
 - b) written warnings and evaluations
 - c) incident reports
 - d) medical file, provided it is reviewed on site and in the presence of the Director of Occupational Health and Safety or designate.
- 10.02 All discipline will be removed from an employee's file after eighteen (18) months providing there has been no similar occurrences.

ARTICLE 11 - PROBATIONARY PERIOD, SENIORITY, TRANSFER AND PROMOTION

- 11.01 An employee will be considered on probation until after he/she has completed forty-five (45) days of work as a Full-Time employee or 337.5 hours as a Part-Time employee within twelve (12) (calendar months, Upon the completion of such probationary period, the employee's name will be placed on the seniority list with seniority dating from the date he/she was last hired by the Employer. The Employer agrees to provide copies of job description to all employees (Union), if available.
- 11.02 In the case of promotion or transfer, employees shall be selected on the basis of their ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work.
- 11.03 Applicants must make written application for such vacancy by submitting it to the employee relations department during normal business hours.
- 11.04 A copy of the seniority list will be posted on the Union Bulletin Boards, showing the employees name and the seniority date and will be brought up to-date in March and September of each year according to the records of the Employer. After such posting, the seniority lists shall be final except as to any employee who disputes under the grievance procedure, the accuracy of his/her seniority date within thirty (30) days after the list is

posted. The Employer agrees to supply the London Union Office, the Union Co-chairs with copies of the seniority list giving the list of names, 'addresses and classifications of the employees.

Seniority shall be based on all paid hours and approved leaves (including pregnancy and parental leave) but shall exclude premium payment.

Credit for seniority for the purposes of Job Postings, Layoff, and Recall will be accorded for all leave for reasons of pregnancy taken between 1971 and 1989. The period for such credit shall not exceed four (4) months per pregnancy and the employee must provide proof of such absence.

11.05 An employee shall lose all set-vice and seniority and shall be deemed to have terminated if he/she:

- a) resigns;
- b) is retired;
- c) is discharged and not reinstated through the grievance and arbitration procedure;
- d) has been laid off for the lesser of his/her length of seniority or twenty-four (24) calendar months;
- e) is absent due to disability or illness or injury for a period of twenty-four (24) months or a period equivalent to the employee's length of seniority at the time the disability or illness or injury commenced, whichever is the lesser;
- f) is absent from scheduled work for a period of three or more consecutive working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer, and failure to notify was not due to circumstances within the employees control;
- g) fails to return to work upon the expiration of a leave of absence, for reasons within the employees control, or utilizes a leave of absence, for a purpose other than that for which it was granted unless excused by the Employer in writing;
- h) fails upon being notified of a recall to signify his/her intention to return within five (5) calendar days after he/she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within ten (10) calendar days after he/she has received -the notice of recall or such further period of times as may be agreed upon by the parties. It is the employee's responsibility to ensure that his home address and telephone number are current at all times, If the employee fails to do this, the Employer will not be responsible for failure to notify.
- i) Casual part time employees who do not make themselves available to work as required by the Hospital for three consecutive months shall have their employment

terminated save and except where the employee is on a leave of absence approved by the Hospital.

This Article to be interpreted in a manner consistent with the provisions of the Human Rights Code.

- 11.06 A member of the Part Time Bargaining Unit who transfers to the Full Time Bargaining Unit or vice-versa as the result of a job posting application will be credited for seniority purposes, the number of hours paid in the Part-Time Bargaining Unit on the basis of 1950 hours equals one year, 7.5 hours equals one day.
- 11.07 It is understood an employee transferring to the Full Time Bargaining Unit in a different classification will be required to serve a Full Time probationary period of forty-five (45) days worked.
- 11.08 A Part Time employee who transfers to the Full Time Bargaining Unit in the same classification, and who has not completed his/her probationary period will be given credit for hours already spent on probation to a total of 337.5 hours (45 days worked).
- 11.09 **PART TIME ONLY - TRANSFER OF SERVICE CREDITS**

A Full Time employee who transfers to the Part Time Bargaining Unit and who continues to work in the same classification shall be given credit for service accumulated in the Full Time Bargaining Unit for the purpose of progression on the wage scale (provided that as a Part Time employee, the employee is entitled to progress along the wage scale) according to the formula:

1950 hours worked = one year of service.

A Full Time employee who transfers to the Part Time Bargaining Unit shall be given credit for service accumulated in the Full Time Bargaining Unit for the purpose of progression on the vacation pay scale (provided that as a Part Time employee, the employee is entitled to progress along the vacation pay scale) according to the formula established for progression on the vacation pay scale.

A Full Time employee who transfers to the Part Time Bargaining Unit to work in another classification will be placed on the wage grid in accordance with the provisions of the Agreement dealing with transfer and promotion.

- 11.10 Part time employees who are absent from pre-scheduled work due to illness or injury for a period in excess of two weeks shall accrue seniority during the **period** of absence in accordance with their pre-scheduled hours of work.

ARTICLE 12 - LAYOFF AND RECALL

- 12.01 For the purpose of layoffs and recall to employment, seniority shall be defined as continuous set-vice with the Employer since the date of last hire by the Employer, inclusive of vacations, but exclusive of unpaid leaves of absence beyond thirty (30) calendar days (except maternity leave) or illness in excess of sixteen (1.6) weeks, and period or periods of layoff.

12.02 In the event of lay off the following procedure will apply:

- (a:) the classification, Department/Nursing Unit and status within which the lay off is to occur will be identified;
- (b) all probationary and temporary employees employed as identified above, employed within that classification, Department/Nursing unit will be laid off first.
- (c) Separate seniority and lay-off lists shall be maintained for Office and Clerical workers.
- (d) Employees identified in (a) above will be laid off in inverse order of seniority, providing that the employees who remain on the job then have the ability to perform the work.
- (e) A Full Time employee laid off pursuant to the procedure set out above shall have the option to either accept the lay off or displace the least senior Full Time employee working the equivalent or lesser hours, as per the hours band set out below, within any Department provided:
 - (i) such classification within the Department has a lower or identical rate of pay than the laid off employee, and where the laid off employee has the ability and qualifications to perform the work of that position and requires no further training other than orientation; and,
 - (ii) has less seniority than the laid off employee.

The hours band is defined as increments of 7.5 hours as below:

- (a) 75.00
- (b) 74.99 - 67.50
- (c) 67.49 - 60.00
- (d) 59.99 - 52.50
- (e) 52.49 - 50.00

- (f) if the laid off Full Time employee is unable to displace a Full Time employee pursuant to the procedure set out above, the Full Time employee shall have the option to either take the lay off or to displace the least senior Part Time employee in any Department provided:
 - (i) such classification within the Department has a lower or identical rate of pay than the laid off employee, and where the laid off employee has the ability and qualifications to perform the work of that position and, requires no further training other than orientation; and
 - (ii) has less seniority than the laid off employee.

The Full Time employee will be transferred to **Part Time** status while displacing a Part Time employee.

- (g) A Full Time employee displaced through the above procedure shall themselves be able to utilize this procedure.
- (II) A Part Time employee who has been laid off in accordance with the above, shall have the option to either accept the lay off or to displace the least senior Part Time employee in any Department provided:
 - (i) such classification within the Department has a lower or identical rate of pay than the laid off employee, and where the laid off employee has the ability and qualifications to perform the work of that position and requires no further training other than orientation; and,
 - (ii) has less seniority than the laid off employee.

A Part Time employee displaced through the above procedure, shall themselves be able to utilize this procedure.

NOTE:

An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid-off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid-off employee will have the right to displace an employee with less seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within 7% of the laid-off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

- (i) An employee shall have opportunity of recall from a layoff to any available opening, in order of seniority provided he has the ability to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- (j) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (k) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.
- (l) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (m) 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 Employer.
- (n) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (o) No Full-time employee within the Bargaining Unit shall be laid off by reason of his/her duties being assigned to one or more Part-Time employees.
- (p) In the event that a layoff commenced 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.
- (q) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoffs.
- (r) In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums up to thirty (30) calendar days from the date on which the layoff occurs. The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the layoff occurs. Such payment can be made through the Payroll Office of the Employer provided that the employee informs the Employer of his or her intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.

12.03 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 or any other condition beyond the reasonable control of the Employer.

112.04. NOTICE: OF LAYOFF:

- (a) UNION
There shall be at least: four (4) months notice to the Union in the event of a proposed lay-off of a permanent or long-term nature or in the event of a substantial bed cutback or cutback in service which affects or could affect the Bargaining Unit.
- (b) EMPLOYEES
In the event of a layoff of a permanent or long term nature, the Employer will provide

affected employees three months notice or pay in lieu thereof. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

12.05 SEVERANCE AND RETIREMENT OPTIONS

(a) SEVERANCE PAY

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

(b) RETIREMENT ALLOWANCE

Within the lesser of thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long-term nature may retire provided that the employee is eligible to retire under the terms of the Hospitals of Ontario Pension Plan. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) weeks pay for each year of service with the Employer to a maximum of twenty-six (26) weeks; on the basis of the employee's normal weekly earnings. In addition Full Time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

NOTE:

The Employer may offer any employees a retirement: option as provided above, in order to avoid potential layoffs in the Unit.

A Full-Time employee who has completed one year of service and

- (i) whose layoff is permanent, or
- (ii) who is laid off for 26 weeks in any 52 week period, and who has not elected to receive a severance payment under either (a) or (b) of this Article shall be entitled to severance pay equal to the greater of two weeks' pay or one weeks' pay per year of service to a maximum of 26 weeks pay. This entitlement shall not: be in addition to any entitlement to severance pay under the Employment Standards Act but at the same time, shall not preclude an employee from claiming any greater entitlement which that act may at some point come to provide.

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

12.06 LAYOFFS AND RECALLS

Grievances concerning layoffs and recalls shall be initiated at Step No. 2 of the Grievance Procedure.

Laid off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to layoff and shall be entitled to apply for such jobs. A copy of the employee's request shall be given to the Co-Chairpersons of the Union Committee and sent to the Union Office.

An employee whose status is changed from Part Time to Full Time will receive a seniority position on the basis of nineteen hundred and fifty (1950) hours of part time work equalling one (1) year of full time seniority. Where the employee transfers from, Part Time to Full Time employment in a different classification he/she shall be considered to be on a trial period as provided for in Article 22:03. If, during this period, the employee finds the job unsatisfactory, or is unable to meet the requirements of the position, the employee may voluntarily return, or be returned by the Employer to his/her former part time position without loss of seniority, subject to any changes which would have occurred had he/she not transferred to Full Time.

An employee whose status is changed from Full Time to Part time shall receive credit for his/her full service and seniority. Where the employee transfers from Full-Time to Part Time employment in a different classification he/she shall be considered to be on a trial period as provided for in Article 22:03. If, during this period, the employee finds the job unsatisfactory, or is unable to meet the requirements of the position, the employee may voluntarily return, or be returned by the Employer to his/her former full-time position without loss of seniority, subject to any changes which would have occurred had he/she not transferred to Part Time.

ARTICLE 13 - NEW CLASSIFICATION

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

The occupational classifications and wage rates are set out in Schedule "A" which is attached hereto and forms part of this Agreement. A job classification will not be changed for the purpose of evading payments of the minimum rate herein set out. If the Employer establishes a new classification, it will be discussed with the Union in advance, at which time the Employer shall present a general outline of the duties and requirements in writing.

ARTICLE 14 -- JOB SECURITY

14.01 Technological Change

The Employer agrees to notify the Union, in advance, so far as is practicable, of its intention to introduce any significant technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit. The Employer agrees to discuss with the Union the effect of such technological changes on the employment: status of employees and to consider practical ways and means of minimizing the adverse effects, if any, upon present employees. Employees with one or more years of continuous service who are subject to layoff under conditions referred to above, will be given

notice of the impending change in employment status at the earliest possible time in keeping with the notification to the Union as set forth above and within the requirements of the applicable law.

14.02 Contracting Out

The Employer will not contract out any work with the objective of effecting a layoff or reducing the regular hourly rate of pay of any employee in the Bargaining Unit. The parties agree to consult on a monthly basis or as may be otherwise mutually agreed as to the Employer's requirements for the contracting out of services.

ARTICLE 15 - JOB POSTING

- 15.131 Where a permanent vacancy occurs in a classification within the Bargaining Unit or a new position within the Bargaining Unit is established by the Employer, such vacancy shall be posted by the Employer for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- 15.02 Notwithstanding the above, the Employer may fill, at its own discretion, without posting, vacancies which may arise for periods not expected to exceed four (4) months. In filling such short-term vacancies, the Employer shall consider those employees who have expressed an interest, in writing, in filling such vacancies, on the basis of the criteria set out in Article 11.02.
- 15.03 The successful applicant will be selected in accordance to Article 11.02.
- 15.04 Vacancies created by filling the posted position internally within a department shall be filled in accordance with Article 11. All other vacancies shall be posted for three (3) days.
- 15.105 An employee wishing consideration in the event of a position in another part of the workplace being available, may file such a written application for up to two (2) positions. An employee who has filed such a written application for a position to which another person is assigned will be informed of the reasons that the employee was not assigned to the position concerned.
- 15.06 The successful applicant's name will be posted on the approved bulletin board immediately following the selection for a period of seven (7) calendar days. The unsuccessful candidates will be notified.
- 15.07 Job postings shall stipulate the qualifications for the position, classification, hours of work, and shift requirements, rate of pay and department. A copy of the postings shall be sent to the Co-Chairs.
- 15.108 The successful candidate shall be allowed a trial period of up to thirty (30) worked days. If the employee proves unsatisfactory during that time or if the employee finds the position unsatisfactory, the employee will be returned to his/her former position and the rate of pay as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placement. Newly hired probationary employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure. In the event that a Part Time employee was transferred to Full Time employment as a result of this placement, such employee shall be returned to her former Part Time position.

15.09 The Employer may temporarily fill any vacancy while observing the procedure set forth herein.

15.10 Successful applicants and newly-hired employees may not apply for job postings or any subsequent vacancies for a period of six (6) months, unless mutually agreed.

15.11 **PART-TIME TEMPORARY VACANCIES**

Part Time employees will be given the opportunity to temporary vacancy of up to four (4) months or the length of the leave permitted by law in the case of pregnancy/parental leave when a Full Time employee is on a approved leave of absence. If there is an extension needed, the Employer will notify the Union in writing to the reasons for the extension and it will be posted. The re-posting may be waived with the mutual agreement: of the Union and the Employer.

An employee who has filled a temporary vacancy will not be entitled to apply for another temporary vacancy for a period of two (2) years except in the following circumstances:

No other qualified candidate has applied for the Full Time temporary position.

The placement of the employee in the temporary Full Time vacancy is necessary as part of an accommodation for medical reasons.

The resultant vacancy will be filled by a temporary employee.

Employees working as temporary will continue to be covered by the 'Terms and Conditions of the Bargaining Unit.

ARTICLE 16 - HOURS OF 'WORK AND OVERTIME

16.01 The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by the Agreement.

16.02 The standard work week shall be thirty-seven and one half (37.5) hours and the standard work day shall be seven and one-half (7.5) hours, exclusive of an unpaid meal break, provided that employees complete seven and one-half (7.5) hours of work within an eight (8) hour period and the said thirty-seven and one-half (37.5) hours shall be averaged over a 75 hour bi-weekly scheduling period for all employees.

16.03 Authorized work performed in excess of Seven and one half (7.5) hours of work per day or seventy-five (75) hours of work in the two (2) week scheduling period shall be considered as overtime and paid for at the rate of time and one-half of the employee's straight time hourly rate of pay.

16.04 In lieu of overtime pay as described in Article 16:03, an employee may take equivalent time off with pay at a mutually agreeable time within thirty (30) days following the date the overtime was worked or such longer period as may be agreed upon. Where no agreement is reached, the employee shall be paid in accordance with Article 16:03.

- 16.05 Where an employee who is regularly scheduled to work an average of 37.5 hours per week over the scheduling period, is called into work on a scheduled day off he shall be paid at the rate of time and one-half for all such hours worked.
- 16.06 Overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result: of change in shift at the request of an employee or exchange of shifts between employees. In the above circumstances, the employees will be paid straight time for hours worked.
- 16.07 Wherever possible, the Employer will provide consecutive days off rather than alternate of staggered days. Also, the Employer will endeavour where practicable to schedule an equal number of weekends off.
- 16.08 (a) On rotation of shifts, if an employee is required to work more than one shift within a 23 hour period, the hours worked in the second shift will be paid at time and one-half.
- (b) Where an employee works two consecutive shifts, he may request that his next scheduled shift be cancelled. The granting of this request shall be subject to the operational requirements of the Employer, but shall not be unreasonably withheld.
- 16.09 The Employer will use its best endeavours to maintain and achieve the following objectives in the formulation of working schedules. Such objectives shall not be applicable, and premium pay shall not be payable, as a result of exchange of shifts or days off between employees or when accommodating a change of schedule at the request of the employee.
- (a) schedules shall be posted, except in cases of an emergency, a minimum of two (2) weeks in advance;
- (b) employees will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's unless the employee agrees otherwise. When the 5 day period occurs at Christmas it shall include the period from 23:30 hours December 23 to 23:30 hours December 26. When the 5 day period occurs at New Year's it shall include the period from 23:30 hours December 30 to 23:30 hours January 1. This provision shall not apply to employees who are normally scheduled to work Monday to Friday.
- (c) FOR ALL EMPLOYEES WORKING ROTATING SHIFTS
- (i) there will be not less than forty-eight (48) hours scheduled off after the completion of a tour of two (2) or more night shifts and the commencement of a change in shift from night shifts without the consent of the employee.
- (ii) in respect of the employee who normally rotates, the Employer will schedule the employee to work: days and evenings or days and nights where practicable.
- (iii) Employees will not be scheduled to work more than seven (7) consecutive days.

- (iv) Night shift will be considered the first shift of the day.
 - (v) Double time will be paid for a double shift, ie fifteen (15) consecutive hours - 7.5 hours straight time and 7.5 hours double time. This overtime must be authorized by the Supervisor.
- (d) During the period December 15 to January 15, the provisions and conditions respecting scheduling in this Agreement shall be waived in favour of the Employer. However, the Employer will use its best endeavours to adhere to the scheduling provisions during this period.
- 16.10 The Employer will notify the employee at least 24 hours prior to cancellation of any shift. If such notification is not given, the Employer will pay such employee the rate of time and one half for the next shift worked. In the event of cancellation, Part-Time employees will be cancelled before Full-Time employees.
- 16.11 **SHIFTS AFFECTED BY DAYLIGHT SAVING TIME**
For shifts affected by the change from daylight saving time to standard time and vice-versa, the employee shall be paid for hours: the night shift shall be paid in the Spring; seven and one half (7.5) hours and in the Fall; eight and one half (8.5) hours.
- 16.11 No employee will benefit from working at both sites in one (1) or more jobs where it results in overtime/premium pay. The employee will advise the Employer as to their availability to work scheduled or offered shifts such that the Employer will incur no overtime or premium pay as a result of normal scheduling.

ARTICLE 17 - EXTENDED TOURS AND INNOVATIVE/FLEXIBLE SCHEDULING

17:01 The parties may negotiate and enter into extended tour and innovative/flexible scheduling agreements, subject to the approval of the Ministry of Labour, on behalf of employees covered under this Collective Agreement. Such negotiations shall be undertaken by the Labour Management Committee and shall be subject to ratification by the employees concerned. Such agreement shall be deemed ratified where sixty-six and two thirds percent (66 2/3%) of the members affected vote in favour of the agreement. The Hospital will endeavour to make its best efforts to accommodate requests for such agreement subject to operational requirements. The Sample Extended Tour and Flexible/Innovative Scheduling Arrangements are attached to the Collective Agreement.

ARTICLE 18 - REST PERIODS

- 18.10 (a) Employees who work a 7 1/2 hour shift shall be entitled to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7 1/2) hour shift.
- (b) Other employees including employees who work shifts in excess of seven and one-half hours shall be entitled to paid rest periods of fifteen (15) consecutive minutes for each four hours of work during the shift.

ARTICLE 19 - PAID HOLIDAYS- FULL TIME ONLY

19.01 Effective January 1, 2000, an employee who has completed thirty (30) days of employment and otherwise qualifies under this Agreement shall receive the following Paid Holidays.

| | |
|---------------------------|------------------|
| New Year's Day | Civic Holiday |
| Second Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

19.02 Should the Employer be required to observe additional Paid Holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide for twelve (12) Paid Holidays remains unchanged.

19.03 Holiday pay is defined as the amount of regular straight time, hourly pay (7.5) hours exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.

In order to qualify for pay on a holiday, an employee shall complete a full Scheduled shift on each of his working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

- (a) verified illness or accident which commenced in the current: or previous pay period in which the holiday occurred;
- (b) layoff for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (c) an authorized leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
- (d) vacation granted by the Employer;
- (e) the employee's regular scheduled day off.

19.04 An employee who qualifies under Article 19.01 and is required to work on any of the above named holidays, will at the option of the Employer, receive either;

- (a) pay for all hours worked on such day at the rate of one and one-half the employee's regular straight time rate of pay in addition to his regular straight time rate of pay or
- (b) pay at the rate of time and one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within either thirty (30) days before or thirty (30) days following the holiday. Such lieu day off to be selected by the employee and the Department Head by

mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Department t-lead.

- 19.05 An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless the employee provides a reason for such absence which is reasonable.
- 19.06 If a paid holiday fall during an employee's vacation, his vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.
- 19.07 If a paid holiday falls during the employee's regular day off, another day off shall be selected by the employee and the Department Head by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

Where a lieu day has been scheduled and the employee wishes to reschedule such lieu day, the employee may do so with the approval of their supervisor, provided that such request to reschedule was received by the supervisor at least: forty-eight (48) hours prior to the commencement of that shift. Approval to reschedule such lieu day may be approved by the employee's supervisor if it does not conflict with operational efficiencies or results in additional costs to the Employer.

PART TIME ONLY

- 19.08 (a) If a Part 'Time employee is required to work on any of the holidays listed in Article 19.08 (b), the employee shall be paid at the rate of time and one-half (1 1/2) her regular straight time hourly rate for all hours worked on such holiday.

(b) The holidays referred to in Article 19.08 (a) are as follows:

| | |
|---------------------------|------------------|
| New Year's Day | Civic Holiday |
| Second Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

- 19.09 Should the Employer be required to observe additional Paid Holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide for twelve (12) Paid Holidays remains unchanged.

ARTICLE 20 -- WAGES

- 20.01. Wages shall be paid on an hourly basis of pay. Wages shall be spelled out for all classifications by a starting rate, an intermediate rate after one (1) year and a maximum rate after two (2) years for each year of the contract and paid in accordance with Schedule "A". Employees hired prior to ratification of the current Collective Agreement will maintain their current wage progression.

- 20.02 All employees are paid every second Wednesday and there should be no variation of advancing pay to employees.
- 20.03 For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the regular straight time rate of pay is that prescribed in Schedule "A" Wage Rates, of this Collective Agreement.
- 20.04 The formula for wage progressions shall be 1 year = 1950 hours worked.

Note: Wage progression as previously practiced up to the date of ratification of this Collective Agreement.

ARTICLE 21 - SHIFT PREMIUMS

- 21.01 A shift differential of fifty (50) cents per hour, (being a shift commencing after 15:00 hours) shall be paid to all employees.
- 21.02 The shift premium will be paid for the hours 15:00 hours to 21:00 hours for twelve (12) hour shifts beginning at 09:00 hours and ending at 21:00 hours.
- 21.03 An employee scheduled on a shift commencing at a time different from the afternoon shift (15:00 hours to 23:30 hours) will be paid fifty (50) cents per hour shift differential for all hours worked after 15:00 hours. It is understood and agreed that: this provision does not apply to the regular day shift: employees.
- 21.04 A week-end premium of fifty (50) cents per hour will be paid for each hour worked between 2400 hours Friday and 2400 hours Sunday.

ARTICLE 22 - RESPONSIBILITY ALLOWANCE

- 22.01 Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the Bargaining Unit for a period of one shift or more, the employee shall be paid, in addition to his regular hourly rate, a premium of 10% of his regular hourly rate for each hour during which he is performing said assigned responsibilities.
- 22.02 An employee who is temporarily assigned by the Employer for one complete shift or more, to a job classification within the Bargaining Unit where the wage rate is higher than that of the job classification to which the employee is regularly assigned, shall receive the next highest wage rate above his regular wage rate in the job classification to which he is temporarily assigned for all hours worked in the higher classification.

ARTICLE 23 - TRANSFERS.

When an employee requests and is permitted by the Employer to transfer from one Department to another he shall be paid as follows:

- 23.01 If he is being paid at the starting rate in his former Department, he shall be paid the starting rate of the classification in the Department to which he transfers and receives credit for one half of his prior service in qualifying for the intermediate and maximum rate.

- 23.02 On transfer, an employee who was being paid either the intermediate rate or the maximum rate in his former classification, will be paid one step below the intermediate or maximum rate, whichever is applicable. This rate will apply for one month, after which he will be paid a rate applicable to his new classification and his length of service.
- 23.03 The successful candidate shall be allowed a trial period of up to thirty (30) worked days. If the employee proves unsatisfactory during that time or if the employee finds the position unsatisfactory, the employee will be returned to his/her former position and rate of pay as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placement. Newly hired probationary employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure. In the event that a Part Time employee was transferred to Full Time employment as a result of this placement, such employee shall be returned to her former Part Time position,,

ARTICLE 24 - SICK LEAVE

- 24.01 The Employer will provide a short term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income Plan brochure. The Employer will pay seventy-five percent (75%) of the billed premium towards the coverage of eligible employees under the long term disability portion of the plan (HOODIP or an equivalent plan) the employee paying the balance of the billed premium through payroll deductions. The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.

Effective the 1st day of the month following the transfer, all existing sick leave plans in the workplace affecting the employees in the Bargaining Unit: shall be terminated and any provisions relating to such plans shall be null and void under this Collective Agreement except as to those provisions relating to payout of unused sick leave benefits which are specifically dealt with hereinafter.

Existing sick leave credits for each employee (from previous plan terminated in 1976) shall be converted to a sick leave bank to the credit of the employee at the then current per diem rate of pay based on his/her regular straight time hourly rate. The sick leave bank shall be utilized to:

- i) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages.

- 24.02 Employees who are unable to report for their regularly scheduled shift shall give the Employer two (2) hours notice for the evening and night shifts and one (1) hours notice for the day shift. In any event, an employee shall notify the Employer of inability to report for work as soon as possible.

If no supervisory personnel can be reached within the employee's Department, the message must be left with the switchboard operator at the workplace. This message must include the employee's name, position and reason for absence. Employees' should ask also the telephone operator's name in case of any confusion in the delivery of the message.

24.03 If an employee is absent for three (3) or more consecutive working days:

- i) proof of illness shall be established in every case by a qualified Medical Practitioner unless such proof is waived by the Employer's Occupational Health Services Department,
- and
- ii) the employee shall report to the Occupational Health Services Department for clearance for return to work.
- iii) The Employer shall pay the cost of any medical certificate, to a maximum of \$25.00, where the Employer has required the employee to provide the medical certificate.

24.04 Only continuous service in the Full-Time Bargaining Unit will be considered for the purpose of determining an employee's eligibility or entitlement under any part of HOODIP.

24.05 Short Term and Long Term Disability Plans

- i) The Employer will pay up to 100% of the benefit for eligible employees under the Short Term Disability Plan which will apply during the first fifteen (15) weeks of absence.
- ii) The Employer will pay 75% of the billed premium for eligible employees under the Long Term Disability Plan which will apply after the thirtieth (30th) week of absence.
- iii) Only continuous service will be considered for the purpose of determining employee eligibility or entitlement under the Short Term and Long Term Disability Plans.
- iv) The Short Term and Long Term Disability Plans are described in the Sarnia General Hospital and St. Joseph's Health Centre Benefits Information Plans.

24.06 The parties acknowledge that employees shall in all cases comply with Employee Health policies and in cases where the employee has not complied with statutory requirements for medical tests and clearances, then such employee shall not work until in compliance with such statutory requirements and such period of non-work shall be without pay.

24.07 The parties agree to co-operate in the furtherance of the goal of having employees who meet all required standards of health.

24.08 Infectious Diseases

Where the Employer identifies high risk: areas where employees are exposed to infectious or communicable diseases for which there are available protective medications, where the Employer approves the use of medication, such medication shall be provided at no cost to the employees.

ARTICLE 25 - WORKPLACE SAFETY AND INSURANCE BOARD

25.01 An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Board benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit he/she would receive from the Workplace Safety and Insurance Board if his/her claim was (approved, or the benefit to which he/she would be

entitled under the short-term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety and Insurance Board. If the claim for Workplace Safety and Insurance Board benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks. Upon notification of a successful WSIB claim, and receipt of monies by the Employer, the employee's entitlement under the short term portion of HOODIP or equivalent plan, will be reinstated to the extent that it was utilized to cover the preapproval period of the WSIB claim.

ARTICLE 26 - VACATION

FULL TIME EMPLOYEES

26.01 Employees with six (6) months of service shall be entitled to annual vacation of one and one-quarter (1.25) days for each completed month of service and shall be paid six percent (6%) of their earnings during the vacation year.

Vacation entitlement is:

- (1) an employee with more than one (1) year of continuous service but less than five (5) years of continuous service as of their anniversary date shall be entitled to annual vacation of three (3) weeks with pay at his regular straight time hourly rate.
- (2) an employee with more than five (5) years of continuous service but less than fifteen (15) years of continuous service as of their anniversary date shall be entitled to an annual vacation of four (4) weeks with pay at his regular straight time hourly rate.
- (3) an employee with more than fifteen (15) years of continuous service but less than twenty-five (25) years of continuous service as of their anniversary date shall be entitled to an annual vacation of five weeks with pay at his regular straight time hourly rate.
- (4) an employee who has completed more than twenty-five (25) years of continuous service as of their anniversary date shall be entitled to an annual vacation of six (6) weeks with pay at his regular straight time hourly rate.

It is understood and agreed that in Article 25 "week" means a standard work week as defined in Article 16. Accordingly, the four levels of vacation entitlement consist of the following hours of scheduled work time:

| | | | |
|---|-------|---|----------------|
| 3 | weeks | = | 3.12% hours |
| 4 | weeks | = | 1.50 hours |
| 5 | weeks | = | 1.87 1/2 hours |
| 6 | weeks | = | 2.25 hours |

26.02 An employee's vacation pay entitlement shall be proportionately reduced for absences due to unpaid illness (including Workplace Safety and Insurance Board benefits), leaves of absence or other unpaid periods (except leaves for Union business) which absence exceeds thirty (30) cumulative days during the period of qualifying the employees for vacation.

26.03 The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, provided however that if there is a dispute over a respective vacation date between employees, seniority of an employee shall be the governing factor.

In addition should the parties be unable to mutually agree upon the time, the decision will be that of the Employer. An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

Employees shall indicate their vacation preferences for the period from May 1st to October 31st if any to their Department Head by March 1st. This vacation schedule shall be posted by March 31st. Employees shall indicate their vacation preferences for the period November 1st to April 30th excluding December 15 - January 1, if any to their Department Head by August 1st. This vacation shall be posted by August 31st.

Employees shall indicate their vacation preferences for the period of December 15 - January 1 by submitting a vacation request to their Immediate Supervisor by October 1.*

*The Employer will post the approved vacation schedule for the above-noted period by November 15, 1999.

26.04 If the employee, by request in writing delivered to the Payroll Officer in charge of payroll of the Employer, at least fifteen (15) Payroll Department working days prior to the commencement of the employee's vacation, the Employer will pay the employee, prior to the employee proceeding on vacation, the pay to which he is entitled to receive on the paydays occurring during the employee's vacation period.

26.05 (i) Where an employee's scheduled vacation is interrupted by serious illness or injury, the period of such illness or injury shall be considered sick leave provided that the employee submits a satisfactory medical certificate to the Employer. The portion of an employee's vacation deemed to be sick leave will not be counted against the employee's vacation credits.

(ii) Where an employee's scheduled vacation is interrupted due to a death in the employee's family, the period of such bereavement leave shall be as set out in Article 27:02 and the period of bereavement leave will not be counted against the employee's vacation credits.

26.06 In the event of the death of an employee, the Employee's estate shall receive such vacation pay as may stand to the credit of the deceased employee.

26.07 Employees who leave the employ of the Employer for any reason shall be paid the vacation allowance due to them at the time of their termination as provided herein.

- 26.08 Any rescheduling of vacation must be mutually agreed to between the employee and his Department Head. Requests to reschedule vacation must be provided to the employee's supervisor at least three (3) weeks prior the previously arranged commencement date of vacation.
- 26.09 Vacation entitlement shall be taken by December 31st of the year in which the entitlement has been earned. Employees may draw from their vacation entitlement in advance of their anniversary date but will be paid for only the vacation credit which has been earned. Vacation taken but not earned will be paid to the employee on the pay next following his anniversary date. By mutual agreement between the Employer and the employee, an employee may carry vacation entitlement into the following calendar year, to be taken by March 31st. If any employee fails to schedule vacation prior to December 31st or by written request has not scheduled vacation by March 31st, the employee's Immediate Supervisor may schedule any vacation entitlement owing.

PART TIME EMPLOYEES - VACATION ENTITLEMENT

- 26.10 All Part Time employees shall be paid vacation pay based on the following formula:

Employees with six (6) months of service shall be entitled to an annual vacation of one and one quarter (1 1/4) days for each completed month of service and shall be paid six per cent (6%) of their earnings during the vacation year.

Employees with more than one (1) year of continuous service but: less than five (5) years of continuous service as of their anniversary date shall be entitled to an annual vacation of three (3) weeks and shall be paid six (6) per cent of earnings during the vacation year.

Employees with more than five (5) years of continuous service but less than fifteen (15) years of continuous service as of their anniversary date shall be entitled to an annual vacation of four (4) weeks and shall be paid eight (8) per cent of their earnings during the vacation year.

Employees with more than fifteen (15) years of continuous service but: less than twenty-five (25) years of continuous service as of their anniversary date shall be entitled to an annual vacation of five (5) weeks and shall be paid ten (10) per cent of their earnings during the vacation year.

Employees with more than twenty-five (25) years of continuous service as of their anniversary date shall be entitled to an annual vacation of six (6) weeks and shall be paid twelve (12) per cent of their earnings during the vacation year.

ARTICLE 27 - LEAVES OF ABSENCE

27.01 Personal Leave

The Employer may grant a leave of absence without pay for legitimate personal reasons provided the employee can be spared having due regard for the proper operation of the workplace. Application for such leave shall be made in writing to the Employer as far in advance as possible, but in any event at least one (1) week prior to the commencement of the leave, unless such notice in advance is impossible to give. The application shall clearly state the reason for the leave of absence and duration of such absence. An employee will

be credited with seniority during an unpaid leave of absence up to a maximum of forty-five (45) calendar days.

27.02 Bereavement Leave

- (a) In the case of death in the "immediate family" covered by this Agreement, an employee upon notification to the employer (which shall be made to the employee's supervisor as promptly as possible) will be granted bereavement leave as follows:
- i) up to five (5) consecutive working days, on the death of a spouse or a child, without loss of regular pay for hours scheduled within seven (7) calendar days commencing with the day of the death. It is understood that the Employer will not be required to pay bereavement leave for more than five (5) working days in the event of the death of a spouse or a child.
 - ii) up to three (3) consecutive working days, on the death of members of the "immediate family", without loss of regular pay for hours scheduled within seven (7) calendar days commencing with the day of the death. It is understood that the Employer will not be required to pay bereavement leave for more than three (3) working days in the event of the death of members of the immediate family. In this instance, the term "immediate family" means father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandchild, and step parent.
- (b) An employee will be protected against the loss of regular pay for scheduled work on the day of the funeral of the grandmother or grandfather or the daughter-in-law or son-in-law of the employee's husband or wife.
- (c) An employee's parent shall be interpreted to include a person who stood in loco parentis to the employee and who reared the employee in place of his mother or father.
- (d) An employee's spouse shall be interpreted to include a person of the other sex with whom the employee co-habits in a conjugal relationship or partner of the same sex.
- (e) In the event of the death of an employee's mother, father, spouse or child, and it is impossible for the employee to attend the funeral, the employee shall be granted leave in accordance with Article 27:02.
- (f) Where an employee does not qualify under the above noted conditions, the Employer may nonetheless grant a paid bereavement leave. The Employer in its discretion may extend such leave with or without pay.

27:03 Pregnancy Leave

- (a) Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Amendment Act (Pregnancy Leave), 1990, except where amended in this provision.

- (b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous set-vice immediately preceding the estimated date of delivery.
- (c) Effective September 10, 1998, an employee who commences a leave as set out above who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of The Employment Insurance Act, 1997, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between 84% of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payments shall commence following completion of the two-week employment insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue 'while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last clay worked prior to commencement of the leave times her normal weekly hours.
 - (i) The employee has no vested right to this payment except during a period of unemployment specified in the Plan.
 - (ii) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.
 - (iii) Provisions for pregnancy benefits are contained within Section 22 of the Employment Insurance Act.
 - (iv) Payments under the Plan are to be financed by the Employer and the Employer must keep separate accounts of such payments.
- (d) 'The employee shall give written notification two (2) weeks prior to the commencement of the leave of her request for leave, together with her expected date of return. At such time, she shall also furnish the Employer with her Doctor's certificate as to pregnancy and expected date of delivery.
- (e) 'The employee has the right to extend the pregnancy leave by applying for parental leave consecutive with the termination of the pregnancy leave.
- (f) Notwithstanding paragraph (c) above, it is understood that during a pregnancy leave 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 this Collective Agreement or elsewhere (except benefits in Section 42 of the Employment Standards Act) shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence,

Notwithstanding the above, the Employer shall maintain its premium payments for applicable insurance benefits until the end of thirty (30) calendar days following the date on which the leave commenced.

However, credit for seniority shall not be suspended but shall be accumulated during such leave.

- (g) When persons are hired to replace employees who are on approved pregnancy leave, the period of employment of such persons will not exceed the pregnancy leave. The release or discharge of such persons shall not be subject of a grievance or arbitration.

The clause does not preclude such employees from using the job posting provisions under the Collective Agreement and any successful applicant who has completed her probationary period will be credited with the appropriate seniority.

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

- (h) The employee shall reconfirm her intention to return to work on the date originally provided to the Employer in (d) and (e) above by written notification received by the Employer at least two (2) weeks in advance thereof.

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

- (i) Two weeks prior to the expected date of return from a pregnancy or parental leave, the employee shall provide the Occupational Health Services Department with her physician's clearance to return to work.

27.04 Parental Leave

- (a) Parental Leave will be granted in accordance with the Employment Standards Amendment Act, (Parental Leave), 1990, except where amended in this provision.
- (b) It is understood that during a parental leave exceeding thirty (30) continuous calendar days, credit for service for purpose of salary increment, sick leave, vacation, or any other benefits under any provisions of the Collective Agreement or elsewhere (except benefits in Section 42 of the Employment Standards Act) shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence.

Notwithstanding the above, the Employer shall maintain its premium payments for applicable insurance benefits until the end of thirty (30) calendar days following the date on which the leave commenced.

However, credit for seniority shall not be suspended but shall be accumulated during such leave.

- (c) Effective September 1.0, 1998 on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB Plan), an employee on leave as set out above who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, 1997, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payments shall commence following completion of the two-week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment 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 commencement of the leave times her normal weekly hours.
- (d) When persons are hired to replace employees who are on approved parental leave, the period of employment of such persons will not exceed the parental leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause does not preclude such employees from using the job posting provisions under the Collective Agreement and any successful applicant who has completed her probationary period will be credited with the appropriate seniority.

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

127.05 Adoption Leave

- (a) Where an employee with at least thirteen (13) weeks of continuous service qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up to eighteen (18) weeks duration. Such employee shall advise the Employer 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 pending adoption. If because of late receipt of confirmation of the pending adoption the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. Such request for adoption leave shall not be unreasonably withheld.
- (b) It is understood that during an adoption leave 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, the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of

subsidized employee benefits in which he/she is participating for the period of the absence.

Notwithstanding the above, the Employer shall maintain its premium payments for applicable insured benefits for thirty (30) calendar days following the date on which the leave commenced.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

- (c) This employee shall be reinstated to his former position if available, or given a comparable position at not less than his wages when he began his leave of absence.

27.06 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 employee's duties at the workplace, the employee shall not lose regular pay because of such attendance provided that the employee:

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

27.07 Union Leave of Absence

- (1) Leave of absence for Union business shall be given without pay up to an aggregate maximum for all employees of sixty (60) days provided such leave does not interfere with the continuance of efficient operations of the workplace. Such leave shall be subject to the following conditions:
 - (a) not: more than eight (8) employees of the Employer are absent on any such leave at the same time, and not more than two (2) employees from a department.
 - (b) no one such leave of absence shall extend beyond two weeks;
 - (c) a request must be made in writing at least two weeks prior to the commencement of the function for which leave is requested;
 - (d) such request shall state the general nature of the function to be attended.
 - (e) employees on Union leave of absence will be paid for such leave by the Employer. The Employer will then forward a statement of such wages to the Local 220 Union office for reimbursement of the stated amount. The Union

shall reimburse the Employer for such wages within a reasonable period of time.

- (2) Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union Office. It is understood that no more than one (1) employee in the Bargaining Unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the Parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

27.08 Education Leave

- (1) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- (2) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

27.09 Effect of Leave of Absence

In the event of an employee's absence without pay from the Employer exceeding thirty (30) continuous calendar days, the employee will not accumulate seniority or service for any purposes under the Collective Agreement for the duration of such absence. The benefits concerned shall be appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. During such absence the employee will be responsible for full payment of all subsidized employee benefits in which the employee is participating. The employee may arrange with the Employer to pre-pay to the Employer the full premium of such subsidized employee benefits for the entire period of the leave to ensure the employee's continued coverage,

Notwithstanding the above, where an employee is on paid sick leave or receiving Workplace Safety and Insurance Board benefits or has qualified for Workplace Safety and Insurance Board and is awaiting payment, seniority for all purposes shall continue for a maximum of twenty-four (24) months.

Note:

The Pregnancy and Parental-Leave and Adoption Leave clauses in this Agreement have specific references regarding the effect of absence, which take precedence over the above provisions.

ARTICLE: 28 - REPORTING PAY

- 28:01 An employee that reports for work at his scheduled starting time, not having been previously notified not to report to work, shall be given at least four (4) hours of work or if no work is

available, will be paid four (4) hours pay.

This obligation shall not apply where no work is available because of any condition beyond the control of the Employer. In addition this obligation shall not apply to the Employer when such employee fails to report for work as scheduled on the shift immediately prior to the shift for which she/he claims reporting pay and has failed to notify the Employer at least twelve (12) hours before the commencement of the shift for which she/he is claiming reporting pay of her/his intent to report for work on the shift for which she/he claims reporting pay.

28.02 If an employee is called into work other than pursuant to Article 29.01 or Article 30:01 to replace an employee who fails to report at the commencement of his/her scheduled shift, and such employee reports within the hour of being 'called and works the entire shift, then such employee will be paid for the entire shift.

28.03 Employees shall not be called back for emergency overtime where there is an employee on the job who can perform the overtime work.

ARTICLE 29 - CALL BACK PAY

- 29.01 a) An employee called back to work after leaving the premises who reports to work outside his normal scheduled hours of work, will receive, no matter what period of time is actually worked, no less than the equivalent of three (3) hours pay at time and one-half (1 1/2) his/her regular straight time hourly rate. This paragraph shall not apply to employee's who are scheduled to work overtime by reporting to work before the commencement of their normal shift.
- b) In lieu of call back pay, an employee may take equivalent: time off with pay at a mutually agreeable time within thirty (30) days following the call back or such longer period as may be agreed upon between the employee and his/her Department Head. Where no agreement is reached, the employee shall be paid in accordance with Article 28:01 (a).
- c) Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

ARTICLE 30 - STANDBY PAY

30:01 An employee required to be on standby beyond his regular working hours shall be paid , three dollars (\$3.00) per hour. When an employee is called into work, standby pay shall cease.

In order to qualify for payment, the employee must keep his/her Supervisor advised of his/her whereabouts. If the Employer is unable to contact the employee on standby, the allowance will not be paid.

ARTICLE 31 - UNIFORMS

31:01 Where the Employer requires an employee to wear a uniform, the Employer shall either provide a uniform to the employee or provide to the employee a uniform allowance!. The decision

concerning which of the above is to be provided shall be at the sole discretion of the Employer. In the case of the Maintenance Department, each employee will have three (3) complete sets of uniforms provided to them bi-annually and early replacement of damaged or worn uniforms will be on an as needed basis.

31:02 Where the Employer decides to provide a uniform, it shall be selected and obtained by the Employer and shall be of such style, texture and colour as may be designated by the Employer.

31:03 The Employer will pay an annual allowance of \$100.00 per year for uniforms to all employees in the Bargaining Unit, who are required by the Employer to wear uniforms while on duty which the Employer does not supply. Such allowance will be paid monthly.

ARTICLE 32 -TERMINATION OF EMPLOYMENT

32.01 It is mutually agreed that employees severing their employment with the Employer shall give the Employer one week's notice. The Employer shall also give to each employee one week's notice in case of lay-off or release except if discharged for cause.

32.02 Should the parties fail to comply with this clause, the Union Committee shall meet with the Employer's Committee to determine what action shall be taken for the said failure to comply with the above section provided, however, that the Employer may discharge forthwith any employee for cause subject to Article 8.06 of this Agreement.

32.03 Employees who leave the employ of the Employer for any reason shall be paid the vacation allowance due to them at the time of their termination as provided herein.

ARTICLE 33 - HEALTH AND WELFARE PROGRAM -- ELIGIBLE FULL TIME ONLY

33.01 The Employer will provide the Group Life Insurance Plan and will pay 100% of the billed premium for present and future employees covered by the Plan at the Lambton Hospitals Group. Employees without the Group Life Insurance Plan will not be affected.

33.02 The Employer agrees to pay 75% of the billed premium for coverage of eligible employees for semi-private insurance for each employee in the employ of the Lambton Hospitals Group eligible for coverage,

The Employer agrees to self insure eligible employees for Semi-Private stays at St. Joseph's Health Centre and Sarnia General Hospital.

33.03 The Employer agrees to contribute 100% of the billed premium toward coverage for eligible employees in the employ of the Employer under the Blue Cross Extended Health Care Plan (or equivalent), providing for \$10.00 single and \$20.00 family deductible including for formulary 3 drugs (dispensing fee cap of \$10.00 and generic brand substitution).

NOTE: Employer will contribute 75% of the premium cost for Vision Care.

In addition to the standard benefits, coverage will include hearing aides to a maximum of \$400.00 every sixty (60) months, vision care to a maximum of \$200.00 every 24 months, paramedical services to a maximum of \$500.00 per year for all services, private duty nursing

to a maximum of \$25,000 per year and a deluxe travel package for those employees currently on benefits. Coverage also includes same sex spouse/partner.

- 33.04 The Employer shall contribute 75% of the billed premium for coverage of eligible employees in its employ for coverage under the dental plan (Blue Cross #9 or its equivalent, current ODA fee schedule), including a nine (9) month recall for adults and six (6) month recall for children less than eighteen (18) years of age, provided the balance of the monthly payments are paid by the employees through payroll deductions.
- 33.05 It is understood that the Employer may at any time substitute another carrier for any plan (other than O.H.I.P.) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.
- 33.06 Employees shall enroll in the Hospitals of Ontario Pension Plan (HOOPP) in accordance with the provisions and requirements of the Plan.
- 33.07 The Employer agrees that all benefit plans will cover dependants until age twenty-five (25) while still attending post-secondary institutions or those dependants that have a disability.

ARTICLE 34 - HEALTH AND WELFARE - PART-TIME EMPLOYEES ONLY

- 34.01 The hourly wage rates, inclusive of the percentage in lieu of fringe benefits in effect during the term of this Agreement for all temporary and part: time employees shall be those calculated in accordance with the following formula:

Applicable straight time hourly rate + 14 %.

The hourly wage rates payable to a Part Time employee include compensation in lieu of all fringe benefits which are paid to Full Time employees except those specifically provided to Part Time employees in this Agreement. It is understood and agreed that holiday pay is included within the percentage in lieu of fringe benefits. It is further understood and agreed that pension is included in the percentage in lieu of fringe benefits. Notwithstanding the foregoing, all Part Time employees may enrol in the Hospital's Pension Plan when eligible in accordance with its terms and conditions. For Part Time employees who are members of the Pension Plan, the percentage in lieu of fringe benefits is 10%.

It is understood and agreed that the hourly rate (or straight time hourly rate) in this Agreement does not: include the additional 10% and 14%, as applicable, which is paid in lieu of fringe benefits and accordingly the add-on payments in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

ARTICLE 35 - TOOL ALLOWANCE

- 35.01 A Maintenance Person who is required by the Employer to provide his own set of tools shall be credited with four dollars and eighty cents (\$4.80) per month or fifty-two dollars and eighty cents (\$52.80) per year for the purchase of tools, the purchases to be administered

by the Employer.

ARTICLE 36 - SUPERVISORS WORKING

36.01 Supervisors and persons whose jobs are not in the Bargaining Unit shall not work regularly on any jobs which are included in the Bargaining Unit except in the case of emergency or safety or for the purpose of instructing employees or in the cases mutually agreed upon by the parties.

ARTICLE 37 - EXPERIENCE RATING

37.01 An employee commencing work with the Employer who has had at least twelve (12) months verified experience in a Hospital ending at any time during the previous twenty-four (24) months, shall receive the wage rate as set out in Schedule "A" with credit for his previous experience provided such previous experience was in the same classification in which he is employed by the Employer.

ARTICLE 38 - BULLETIN BOARDS

38.01 The Employer shall provide three (3) bulletin board(s) at Mitton Street site and three (3) bulletin boards at Norman/Russell Street site which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership.

ARTICLE 39 - MEAL ALLOWANCE

39.01 If an **employee** is required to work more than two (2) hours of unscheduled overtime, the Employer shall at its discretion, provide either a meal allowance of seven dollars (\$7.00) or a meal ticket. Overtime must be continuous to a regular shift.

ARTICLE 40 - SAFETY SHOES AND BOOTS

40.01 Safety shoes of a type and style to be determined by the Employer shall be worn at all times while on duty by employees in the following classifications:

- Emergency Medical Attendant
- Maintenance Person, Certified
- Maintenance Person
- Maintenance Helper
- Stores Person
- Stores Helper
- Dietary Stores Person
- Lab Assistant II
- Kitchen Person
- Groundskeeper
- Paramedics I & II
- Emergency Response Officer
- Housekeeper II

Employer will provide an allowance of \$150.00 per pair. Replacement will be as required, but: shall not be more frequent than once per year, except for reasons acceptable to the Employer/Health and Safety Committee.

Such footwear must be Health Centre and CSA approved and receipts will be required.

ARTICLE 41 - ACCIDENT PREVENTION , HEALTH AND SAFETY

- 41.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.
- 41.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst Bargaining Unit employees.,
- 41.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 41.04 Employees who attend meetings of the Committee at the time when they are off duty shall be paid their regular straight time hourly rate for all time actually spent in the meeting.
- 41.05 The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its function.
- 41.06 Meetings shall be held every second month or more frequently at the call of the Co-Chairs if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 41.07 Any representative appointed or selected in accordance with 41.02 hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 41.08 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 41.139 The parties acknowledge that employees shall in all cases comply with Employee Health policies and in cases where the employee has not complied with Statutory requirements for medical tests and clearances then such employee shall not work until in compliance with such Statutory requirements and such period of non-work shall be without pay.
- 41.10 The parties agree to co-operate in the furtherance of the goal of having employees who meet all required standards of health.
- 41.11 Harassment in the Workplace
The Union and Employer support the right of individuals to an environment free from

harassment on the grounds of sex, ethnic origin colour, religion, marital or family status, age, race, ancestry, place of origin, sexual orientation, citizenship, creed, record of offences, or disability. As such conduct that can be construed as workplace and/or sexual harassment will not be condoned and may result in disciplinary action up to and including discharge.

The Employer agrees to have policies and procedures to deal with harassment. The policies and procedures will be part of the corporate policy. Written copies shall be made available through the department manager, Human Resources, or a Union representative. New employees will be provided with a summary of the policy at orientation.

41.12 Violence in the Workplace

The Union and the Employer support the rights of individuals to an environment Free from violence. As such, measures and procedures shall be established to reduce the likelihood of such incident in the workplace.

The Employer agrees to have policies and procedures to deal with violence. The policies and procedures will be part of the corporate policy. Written copies shall be made available through the Department Manager, Human Resources or a Union representative.

ARTICLE 42 -- VIDEO DISPLAY TERMINALS

42.01 The Employer will make every effort to ensure that individual exposure to VDT's is within acceptable safety standards and in accordance with the job requirements. It will be the responsibility of the Joint Occupational Health and Safety Committee to audit and to recommend that reasonable methods are in place.

ARTICLE 43 . PREMIUM PAYMENTS/NO PYRAMIDING

43.01 The premium payments under any of the terms of this Collective Agreement should not be duplicated or pyramided for the same hours worked.

ARTICLE 44 -- RETROACTIVITY

44.01 The wage increases shall be effective as and from the dates listed in Appendix "A" Wages, on a retroactive basis to all employees in the Bargaining Unit for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact, in writing with a copy to the Union, at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Any employee who has terminated his/her employment prior to the signing of this Agreement shall have a period of sixty (60) days only from the date of the execution of the Collective Agreement in which to claim from the Employer any retroactive adjustments. The retroactive payments shall be made by separate cheque to the employees so entitled within sixty (60) days from signing the Agreement.

ARTICLE 45 - DURATION

45.01 This Agreement shall remain in effect until and including March 31, 2001 and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its (desire to amend or terminate this Collective Agreement.

Signed this _____ day of _____ 2000.

FOR THE EMPLOYER

F-OR THE, UNION

ADDENDUM TO THE COLLECTIVE AGREEMENT

Between

**THE HOSPITAL COMMISSION
SARNIA (GENERAL HOSPITAL
SARNIA, ONTARIO**

(hereinafter called the "Employer")

OF THE ONE PART

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 220
S.E.I.U., A.F.L., C.I.O. C.L.C.**

(hereinafter called the "Union"]

OF THE OTHER PART

WHEREAS the Union is the Bargaining Agent for the Bargaining Unit of employees referred to in the Ontario Labour Relations Boards' Decision, dated November 1, 1971.

AND WHEREAS the employees referred to in the Ontario Labour Relations Boards' Decision were at that date employed by the Hospital Commission, Sarnia General Hospital.

AND WHEREAS the Bargaining Unit of employees are classified as Paramedic for the purpose of the Collective Agreement.

NOW THEREFORE the following shall be conditions of employment for the Paramedic of the Employer's Ambulance Service:

- (A)** For the purposes of Service, Vacation and Sick Leave the parties agree to recognize the service of the Paramedic while employed by the Sarnia Ambulance Service;
- (B)** A Steward shall be elected or appointed from amongst and to represent the Paramedic;
- (C) (i)** Working provisions applying to Paramedics are as per the attached Appendix A.
 - (iii):** All calls into work other than regular scheduled hours will be paid at time and one-half for every hour worked. If called in at any time to do one emergency call the Paramedic will be paid three (3) hours at time and one-half and leave after the call is completed.
- (D)** The parties agree that the Employer will supply the uniforms as follows:

One winter parka
One jacket
Two pair summer pants*
Two pair winter pants*
One winter sweater

*maximum of four (4) pairs per year.

In addition, the Employer will furnish shirts and ties as determined by the Employer; the Employer will provide an allowance for safety shoes as set out in the Collective Agreement Article 40.01; and the Employer will dry clean trousers, jackets and parkas furnished by the Employer.

- (E) Rates of Pay for Qualified Paramedic (includes all bonuses and allowances) and paid in accordance with Schedule A.

""Unqualified Paramedic shall be paid in accordance with Schedule "A".

- (F) Meals:
Each employee shall be granted a meal allowance up to \$7.00 upon presentation of a receipt when he is required to travel out of Lambton County during a meal time, or at the discretion of the employee's Supervisor.

- (G) It is agreed that this Addendum is to form part of the current Collective Agreement between the parties and that where the provisions of this Addendum are in conflict or are inconsistent with the provisions of the Collective Agreement, the provisions of this Addendum are to govern.

APPENDIX A

WORKING: PROVISIONS APPLYING TO PARAMEDICS

(1) **HOURS OF WORK**

The Standard work day for Paramedics shall be 12 hours of work inclusive of a 30 minute paid meal period.

The standard day shift shall commence at 08:00 hours and end at 20:00 hours.

The standard night shift shall commence at 20:00 hours and end at 08:00 hours;

Such designation of the working day for the Ambulance Service, however, does not limit the scheduling of daily hours of work with earlier starting and finishing time should circumstances warrant a change in the scheduling of hours of work.

(2) **WORK WEEK**

Hours of work shall be scheduled over 2 six week rotations with work hours levelled on each six week schedule to provide 40 hours of work per week. Employees begin work at Schedule #1, proceed to Schedule #2 and then Schedule #3. On completion of Schedule #3, the employee rotates back to Schedule #1.

The normal hours of work are 37 1/2 hours per week, 7 1/2 hours daily, exclusive of unpaid meal period. It is understood and agreed where Paramedics are required to work 8 hours in a clay they will be paid for such time at the regular straight time hourly rate of pay. (From the 1980 Memorandum of Agreement).

As in the above paragraph, Paramedics on 12 hour shifts are required by the Employer to work the same hours per day, and, therefore, will be paid the straight time hourly rate for hours of work worked in excess of the levelled 37 1/2 hours per week up to and including the levelled 40 hours of work per week.

(3) **OVERTIME**

Authorized work performed in excess of the levelled 40 hours per week or 12 hours per day will be paid for at the rate of time and one-half the employee's straight time regular rate of pay.

(4) **SHIFT PREMIUM**

Shift premium shall be paid in accordance with the Collective Agreement on the basis of 4 hours shift premium when working the day shift and 12 hours shift premium when working the night shift.

(5) **CALL-IN**

Call-in pay shall be in accordance with the Collective Agreement.

(6) **STANDBY**

Standby pay shall be paid in accordance with the Collective Agreement.

(7) PAY PERIOD

The pay period for employees begins at 0001 hours on Thursdays and ends two weeks later at 2400 hours on Wednesday.

(8) PAID HOLIDAYS

Employees shall receive paid Holidays in accordance with the Collective Agreement,

An employee who is required to work on a paid Holiday shall receive pay at the rate of time and one-half the employee's regular rate of pay for work performed on such holiday and an alternate day off either 30 days before or 30 days following the holiday based on the standard work day of 7 1/2 hours.

An employee who works on a paid Holiday, and elects not to take a lieu day off, shall receive in addition to his overtime pay for work performed on such holiday, 7 1/2 hours pay based on the standard work day at: his regular straight time hourly rate.

The 7 1/2 hour straight time pay will be paid in the pay period in which the paid Holiday falls.

(9) REST PERIODS

Rest periods shall be in accordance with the Collective Agreement.

(10) VACATIONS

Vacations shall be earned in accordance with the Collective Agreement. The vacation, schedule in the Collective Agreement shall be converted into hours on the basis of a twelve (12) hour work schedule.

Only one (1) Paramedic shall be absent at any given time unless equivalently qualified casual staff are available to provide relief. No more than one (1) Paramedic per group shall be away at any given time for vacation less equivalently qualified casual staff are available to provide relief.

The Paramedics will be divided into four groups for vacation planning. Seniority will apply in each group for vacation scheduling.

Note:

The conditions and benefits outlined in this schedule are subject to change in accordance with any applicable change in the Collective Agreement.

Vacation requests submitted before March 31st will be allocated based on seniority, Requests received after March 31st will be handled on a first come first served basis.

(11) SICKLEAVE

Each employee shall be entitled to sick leave in accordance with the Collective Agreement as follows. Any reference in the new plan to days earned shall be converted into equivalent hours on the basis of one (1) work day equals 12 hours.

The Employer will provide a short term sick leave plan at least equivalent to that described in the current Hospitals of Ontario Disability Income Plan brochure. The Employer will pay seventy five percent (75%) of the billed premium towards coverage of eligible employees

under the long term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year,

An employee will be required to notify his Director/Senior Attendant when he is ill and cannot report for work. This should be done before the starting hour of the day's work and, except in unusual circumstances, in no case later than one hour after the usual starting time. If no supervisory personnel can be reached within the employee's department, the message must be left with the switchboard operator at the workplace. This message must include the employee's name, position and reason for absence. Employees should also ask the telephone operator's name in case of any confusion in the delivery of the message.

Proof of illness shall be established in every case by a qualified Medical Practitioner, where illness is of more than three days' duration. Where Employer's visiting nurse certifies illness this provision shall not apply unless the visiting nurse recommends a medical practitioner's report.

Only continuous service in the Full Time Bargaining Unit will be considered for the purpose of determining an employee's eligibility or entitlement under any part of HOODIP.

(12) PERSONAL EFFECTS

The Employer agrees to repair mandatory effects damaged while on duty. The Employer reserves the right to consider each case on its own merit, Any request will not be unreasonably denied.

(13) MANAGEMENT CRITERIA FOR TERMINATION OF 12 HOUR SHIFT SCHEDULE

(01) The following criteria are considered to be alone, or in combination, adequate reason for withdrawal by Management from the 12 hour shift schedule:

- (1) The additional cost of the 12 hour shift proposal exceeds costs of the 8 hour schedule.
- (2) Amendments to the Collective Agreement which would make the 12 hour shift unmanageable.
- (3) Passing of new Acts or Amendments to the existing Employment Standards Act which call for over-time premiums not now in existence.
- (4) Unfavourable rulings or penalties being imposed by The Workplace Safety and Insurance Board.
- (5) If problems arise related to provision of coverage for sickness, emergencies, etc., they will be reviewed by the Labour/Management Committee. If the problems cannot be resolved, Management reserves the right to cancel the 12 hour shift schedule.
- (6) Increased worker fatigue caused by long hours of work, outside interests

or other conditions.

(7) Deterioration of the safety, sickness or absenteeism experience.

(02) **Resolution of Problem Areas**

Since it is impossible to anticipate all of the situations and problems which may arise during the 12 hour shift schedule, it is understood that the Employer will attempt to resolve any problems in the same manner as it: did in the study leading to the initiation of the 12 hour shift system.

If resolution of a problem is not possible, either group can terminate the new schedule by giving 30 days notice.

*Revised to reflect contract changes.

NOTE: It is understood that there are two (2) Emergency Medical Attendants covered under the 'terms and conditions of this Agreement.

LETTER OF UNDERSTANDING**BETWEEN:****THE HOSPITAL COMMISSION, SARNIA GENERAL HOSPITAL
SARNIA, ONTARIO****- AND -****SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 220, S.E.I.U., A.F.L., C.I.O., C.L.C.**

Where an employee is required by subpoena to attend a court of law or coroner's inquest, in connection with a case arising from the employee's duties at the Hospital and such attendance is required on the employee's regular scheduled day off, the Employer shall pay the employee her regular rate of pay for time spent in attendance at the court or inquest. The employee, in order to qualify for this payment, must comply with paragraphs a, b, and c of Article 26:06.

DATED at SARNIA, Ontario this 24th day of February, 1987.

FOR THE UNION:

K. Mathews
Wendy Manzie
B. McPhee
Dorothy Jay
John Askin

FOR THE HOSPITAL:

Marie J. McLachlin
Michael Jackson

LETTER OF UNDERSTANDING**Between:**

LAMBTON HOSPITAL GROUP - SARNIA SITES
(SARNIA GENERAL HOSPITAL - ST. JOSEPH'S HEALTH CENTRE)

- and -

SERVICE **EMPLOYEES** INTERNATIONAL UNION,
 LOCAL 220

The parties agree that those employees wishing to work extended tours will be governed by the following:

| | |
|------------------------|--|
| Hours of Work | 12 |
| | No split shifts |
| | There will not be less than a period of 11.25 consecutive hours off between shifts worked by an employee and not less than seventy-two (72) hours scheduled off when changing from night tours to day tours. |
| | No more than three (3) consecutive extended tours shall be scheduled unless by mutual agreement. |
| | A minimum of forty-eight (48) hours off shall be scheduled at a time. |
| | Working re levelling over six (6) week period. |
| Hours Paid | 11.25 |
| Overtime | Paid at 1 1/2 times regular rate after 11.25 hours per shift |
| Lunch and Rest Periods | - 45 minutes paid 45 minutes unpaid |
| First Shift of the Day | - Nights |
| Shift Premium | As per the Collective Agreement |
| Statutory Holidays | <u>Full Time Statutory Worked</u> 11.25 hours at 1 1/2 x regular rate plus 7.5 hours lieu day at regular rate |

Full Time Statutory Not Worked
7.5 hours at regular rate

| | |
|-----------|--|
| Sick Time | Pro-rated on an hourly basis - 562.5 hours |
| Vacation | Pro-rated on an hourly basis - 3 weeks vacation = 10 extended tours 4 weeks vacation = 150 hours = 13.25 extended tours |

The Parties agree that each employee has The right to vote her approval or disapproval of extended tour scheduling.

SCHEDULING - EXTENDED TOURS

Extended tours shall be introduced into any unit, on a trial basis for a period of not less than six (6) months (or such longer period of time as the Employer and the Union may mutually agree upon) when:

- i) sixty percent (60%) of the employees (including both full-time and part-time) assigned to the unit so indicate by secret ballot, and
- ii) the Employer agrees to implement the compressed work week after securing any required governmental approval. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

Extended tours shall be continued in any unit beyond the trial period when:

- i) sixty percent (60%) of the employees (including both full time and part time) assigned to the unit so indicate by secret ballot, such ballot to be held in the third last week of the trial period, and
- ii) the Employer agrees to continue the compressed work week. Such agreement: shall not be withheld in an unreasonable or arbitrary manner.

A compressed work week may be discontinued in any unit: when:

- i) sixty percent (60%) of the employees (both full time and part time) assigned to the unit so indicate by secret ballot, or
- ii) the Employer because of:
 - A) adverse effects on patient care,
 - B) inability to provide a workable staffing schedule
 - C) where the Employer wishes to do so for other reasons which are neither unreasonable or arbitrary, states its intention to discontinue the compressed work week in the schedule.

LETTER OF UNDERSTANDING

Between:

**LAMBTON HOSPITAL GROUP - SARNIA SITES
(SARNIA GENERAL HOSPITAL - ST. JOSEPH'S HEALTH CENTRE)**

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,,
LOCAL 220**

RE: JOB SHARE AGREEMENT

In order to be a "Job Sharer," the Employer must first canvass the full-time staff members to see how many are interested and to indicate their desire in writing,

The Manager must then post for part-time staff to share the job, which will be in accordance with Article 21 of the Collective Agreement.

The Manager will meet with the two partners to review the job sharing agreement. They must agree and sign the agreement before the job sharing proceeds on the following basis:

1. Job Sharing, for the purposes of this agreement, shall be defined as the sharing of the hours and the responsibilities of a seven (7) day work week by two (2) existing employees; one (1) full-time employee and one (1) part-time employee.
2. Once a full-time employee has indicated his/her desire to Job Share, the part-time component of that arrangement shall be determined by seniority subsequent to a posting inviting applications from all part-time employees.
3. Job Sharers shall be considered part-time employees and shall be subject to the provisions and enjoy the protection and entitlements of the appropriate Collective Agreement, unless otherwise amended by this agreement.
4. The number of Job Sharing agreements in a department is subject to the discretion of the Manager. Such agreements shall not be withheld in an unreasonable or arbitrary manner.
5. Both employees will prepare and agree upon a time schedule with an equitable distribution of hours. They will submit their schedule to the Manager for approval and posting.
6. Each Job Sharer shall have the option to be responsible for normal coverage of his/her partner's vacation, sick time, LOA, etc. up to full-time hours. In an event the coverage cannot be met: by the partner, the coverage will be met by the part-time pool.
7. The Job Sharers involved will have the right to determine between themselves which partner will work on scheduled paid holidays subject to the conditions of the Collective Agreement. If an agreement cannot be reached, the division of paid holidays shall be equalized.

- 8. (a) In the event the former full-time employee leaves the partnership, the position shall be posted as a full-time position and the part-time employee reverts to the part-time pool in that department.
- (b) In the event the part-time employee leaves the partnership, the former full-time partner has the option of reverting to full-time or remaining as a Job Sharer. If he/she chooses the job sharing, the part-time component of the job share position shall be posted for application from part-time employees.
- 9. It is understood and agreed that a full-time employee who enters into a job sharing arrangement may opt out of such arrangement and revert to his/her full-time position with written notice of eight (8) weeks. Such Job Sharer's partner shall, consequently, revert to a part-time position in that department.
- 10. The agreement to job share will remain between both employees so long as they are compatible, and the needs of the department are met. If either of these two criteria are not met, there will be consultation between the Job Sharers, Manager and Union to attempt to resolve the problem or dissolve the partnership.
- 11. Any issues arising out of this agreement shall be dealt with at a Management/Union Committee meeting. This agreement is not subject to contract negotiations in the regular round. of collective bargaining.
- 12. In the event of layoff or job posting, it is agreed that Job Sharers from the full-time employee group will be listed on the full-time seniority list, and likewise the part-time group in the part-time seniority list.
- 13. This agreement: can be decided null and void by either party (Employer or Union) with written notice ninety (90) days. In this event all Job Sharers revert to their former positions.

DATED AT _____, ONTARIO this _____ day of _____, 2000.

FOR THE: EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

**LAMBTON HOSPITAL GROUP -- SARNIA SITES
(SARNIA GENERAL HOSPITAL - ST. JOSEPH'S HEALTH CENTRE)**

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220**

SCHEDULING SEIU EMPLOYEES

In Nursing, the following classifications are covered under the SEIU Collective Agreement:

- Registered Practical Nurses (RPN's)
Unit Helpers
Aides (AC, ER)
- Assistant (OR)

There are three classifications in SEIU:

- Full-Time
- Permanent Part-Time (included in Full-Time Bargaining Unit)
Part-Time (Casual)

Call-In Procedure:

1. SEIU employees are to be called on a "rotational basis". (Example: Offer the shift to the most senior Part-Time Casual on the home unit; the next shift required you would start at the next senior Part-Time Casual, etc. - call-ins start where you left off).
2. Always start with the home unit's Part-Time Casual; if unable to cover the shift, go to the home unit's PPT. Only then can you call the float list (Part-Time Casuals/PPT from other units).
3. For overtime, follow the same practice, calling in the following order:
 - (a) Full-Time
 - (b) Permanent Part-Time
 - (c) Part-Time Casual

Bumping Guidelines:

1. Part-Time (Casual) are cancelled before Full-Time (incl. PPT). Note: Cancellation of PT employees requires 24 hours' notice for circumstances beyond the reasonable control of the hospital.

- 2. The most junior in the unit working the hours that are overstaffed is the employee who is to be cancelled. (For programs with staff on two sites, they are to be considered one unit).
- 3. The cancelled employee is given the opportunity to bump in the bargaining unit and same classification for any or all of those same hours they have been cancelled. (In order to bump to another unit, the individual must meet the necessary requirements as outlined by the Manager and agreed to by the Union).
- 4. The cancelled person has the option to bump the most junior person(s) working those same hours only.
- 5. The bumping must take place within the same time frame they were originally scheduled for (ie. short term layoff for 12-hour day today, employee can only bump for the hours of 0700-1900 today - there's no carry over to another day).
- 6. If the original shift on the home unit becomes available again, the employee can return to their unit only if staffing requirements can be met on the unit that was bumped to.
- 7. If a cancelled employee has no bumping options, their name will be circulated to other units, where they are qualified to work, as the first person to be called if those same hours become available.

Dated at Sarnia, Ontario this day of _____, 2000.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Between:

**LAMBTON HOSPITAL GROUP - SARNIA SITES
(SARNIA GENERAL HOSPITAL - ST. JOSEPH'S HEALTH CENTRE)**

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,,
LOCAL 220**

CALL IN PROCEDURE - SEIU SERVICE AND CLERICAL (SJHC)

1. SEIU employees are to be called on a "rotational basis". (Example: Offer the shift to the most senior Part-Time on the home unit;; the next shift required you would start at the next senior Part-Time, etc. - call-ins start where you left off).
2. The order of call in is as follows:
 - (a) Part Time
 - (b) Job Share
 - (c) Float
 - (d) Full Time

Always start with the Part-time from the home unit. If unable to cover the shift, only then do you call the float list (Part-Time from other units).
3. For overtime, follow the same practice, calling in the following order:
 - (a) Full-Time
 - (d) Part-Time
 - (e) Job Share
- * Once a call is made, immediately move on to the next person on the list. Mark the appropriate code on the call in sheet to track activity.
4. If you are unable to cover the shift with Part-time but are able to cover with a Job Sharer, for the next call in you again start with Part Time. You would start where you left off amongst the Part-time from the last call in. (Unlike ONA, you do not go back to the top of the PT list).

Guidelines to Remember:

- i) Call in sheets must be left out on the unit. This will ensure an accurate record is kept of who to call next. We have heard that call in lists sometimes "disappear" and therefore there is no history of what took place and often grievances result.

- ii) Do not call individuals to offer shifts when they are off due to vacation or stats.
- iii) If staff have indicated they are "not available" assume this means for the entire day unless they have specified otherwise.
- iv) It is not necessary to wait any length of time between calls. Once a call is made, proceed to the next individual on the list.
- v) Individuals should only give you a maximum of two numbers to be called (i.e. home and cell).
- vi) Only a live employee can accept a shift (no answering machine, spouse, etc.)
- vii) When trying to get coverage, don't break up a shift, i.e. if looking to cover a 12, don't offer it as an 8 and a 4.

When multiple shifts are available:

- i) If there is more than one shift available on the same day, offer the first employee their pick of which one they will accept, if any;
- ii) If shifts are for different days, each one should be treated as a separate call.

Dated at Sarnia, Ontario this day of _____ 2000.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Between:

**LAMBTON HOSPITAL GROUP -- SARNIA SITES
(SARNIA GENERAL HOSPITAL - ST. JOSEPH'S HEALTH CENTRE)**

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220**

SUMMER STUDENTS WITHIN SEIU

Summer Students may be hired for purposes of providing vacation relief for employees during the summer months, or to assist with additional workload or as may be required by the Employer.

laid off employees will first be offered temporary recall to perform the work that summer students would normally be hired for under the SEIU Collective Agreement and then summer students may be hired to fill any remaining vacancies.

The Employer will notify the Union Committee, within a reasonable period of time, of their intent to hire students. Such notice will be posted. Students will not work in an area where they are directly supervised by a relative or where the relative controls the assignment of working hours. Students hired under the SEIU Collective Agreement will be covered by this Agreement.

Dated at Sarnia, Ontario this day of _____, 2000.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Between:

**LAMBTON HOSPITAL GROUP – SARNIA SITES
(SARNIA GENERAL HOSPITAL – ST. JOSEPH’S HEALTH CENTRE)**

- and -

**SERVICE EMPLOYEES’ INTERNATIONAL UNION,
LOCAL 220**

JOB DESCRIPTION/NEW CLASSIFICATION

The Parties agree to institute a process to provide current job descriptions to all members of the bargaining unit within twelve (12) months of ratification of this agreement.

It is important that the job description will be reviewed with the incumbent and a representative of the Union prior to the job description being finalized by the Manager/Department Head responsible for the job.

It is also understood that this process is not intended to create new classifications or wage rates for existing classifications, however, it is understood that if a job description is substantially altered, then the provisions of Article 13 will be applied. The application of Article 13 may result in:

- 1) no change to the existing wage; or
- 2) an increase to the wage rate; or
- 3) incumbent(s) salary(ies) being redcircled if it is found that the existing wage exceeded the salary which was deemed to be appropriate for that position. In the event of redcircling of the incumbent(s) salary (ies) redcircling will continue to apply until the wage rate for the redcircled position exceeded the redcircled rate or when the incumbent transfers to another position, the appropriate wage shall be determined in accordance with Article 19 – Wages.

Dated at Sarnia, Ontario this _____ day of _____, 2000.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Between:

**LAMBTON HOSPITAL GROUP -- SARNIA SITES
(SARNIA GENERAL HOSPITAL – ST. JOSEPH'S HEALTH CENTRE)**

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220**

The Parties as noted above agree to post all SEIU Service job vacancies at both the Sarnia General Hospital and St. Joseph's Health Centre – Sarnia sites to allow application for vacancies to be made by members of the existing bargaining units.

The seniority of the applicants will be deemed to be the greater of seniority hours or dates held if the applicant has been employed by both hospitals, or will be the seniority hours or date for those applicants employed by one hospital only.

All job postings will be governed by Article 11.02 and 11.03 of the proposed merged Collective Agreement, dated September 28, 1999.

The signatures offered below indicate acceptance of the conditions detailed above.

Cheryl Dewhirst
on behalf of SEIU Local 220, Sarnia General Hospital

Dec. 10/99
Date

Chris Mathers
on behalf of SEIU Local 220, St. Joseph's Health Centre,
Service

Dec. 10/99
Date

Dave Evans
on behalf of the Lambton Hospitals Group

Dec. 10/99
Date

LETTER OF UNDERSTANDING

Between:

**LAMBTON HOSPITAL GROUP - SARNIA SITES
(SARNIA GENERAL HOSPITAL - ST. JOSEPH'S HEALTH CENTRE)**

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220**

The Parties as noted above agree to, wherever practicable, merge the position/classification of Housekeeper I and Housekeeper II.

The Employer will develop a combined job description for the position of Housekeeper. This job description will be reviewed with representatives of the bargaining units and finalised. The Employer will determine, in consultation with the bargaining unit, which employees will assume the combined Housekeeper role, and which employees will retain classification of Housekeeper I or Housekeeper II.

It is understood and agreed that the merged classification of Housekeeper will be the classification governing the employment and duties of any employees hired or transferred into the Housekeeping Department as of the date of ratification of the Collective Agreement which commenced April 1, 1998 and will expire March 31, 2001.

The signatures offered below indicate acceptance of the conditions detailed above.

Cheryl Dewhirst
on behalf of SEIU local 220, Sarnia General Hospital -

D e c . 1 0 / 9 9
Date

Chris Mathers
on behalf of SEIU Local 220, St. Joseph's Health Centre,
Service

Dec. 10/99
Date

Dave Evans
on behalf of the Lambton Hospitals Group

- D e c . 1 0 / 9 9
Date

LETTER OF UNDERSTANDING

Between:

**LAMBTON HOSPITAL GROUP -- SARNIA SITES
(SARNIA GENERAL HOSPITAL - ST. JOSEPH'S HEALTH CENTRE)**

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220**

RE: TRADES SUB COMMITTEE MEETINGS

The Parties, as noted above, agree that one representative of each licensed trade will meet on a monthly, or as required basis, with the Management of the Plant Operations and Maintenance Department to discuss issues which arise related to departmental operations.

Issues relating to the interpretation, application or administration of the Collective Agreement will not be subject of discussion in the Trades Sub Committee meeting.

Dated at Sarnia, Ontario this day of _____

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING

Between:

**LAMBTON HOSPITAL GROUP - SARNIA SITES
(SARNIA GENERAL HOSPITAL - ST. JOSEPH'S HEALTH CENTRE)**

- and -

**SERVICE EMPLOYEES' INTERNATIONAL UNION,
LOCAL 220**

PRE-PAID LEAVE

Purpose

The Pre-Paid Leave Plan is a plan developed to afford full-time and regular part-time employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of salary over a defined period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time).

Description

The following shall constitute the Pre-Paid Leave Plans available:

- i) three (3) years deferral of one-quarter of annual salary in each year followed by one year of leave;
- ii) four (4) years deferral of one-fifth of annual salary in each year followed by one year of leave;
- iii) five (5) years deferral of one-sixth of annual salary in each year followed by one year of leave;

Qualifications

Any employee having five (5) years seniority with the Employer is eligible to participate in the plan.

Application

- i) an employee must make written application to the Vice-President Human Resources or designate, on or before January 31 requesting permission to participate in the Plan;
- ii) the application form shall set out the period in which the Plan is to be effected and the fiscal year in which the employee requests the leave;
- iii) applications are to be processed in order of receipt by the Vice-President Human Resources, or designate;

- iv) written acceptance or denial of the employee's request with an explanation will be forwarded to the employee by April 1 in the year the application is made;
- v) approval of individual requests to participate in the Plan shall be at the sole discretion of the Employer.

Terms of Reference

- i) Leave granted under this clause is not permissible if extended leave has been granted under any clause of this Agreement within the three (3) years prior to application,
- ii) On return from leave, the employee will be returned to his/her former position unless it is no longer available. In such a case the employee will be given a comparable job, if possible, or the layoff provisions will be applied.
- iii) All benefits shall be kept whole during the period of the deferral plan. 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. Full-time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan. Full time employees will not be eligible to participate in the disability income plan during the year of leave.
- iv) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Vice-President Human Resources. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- v) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within three (3) months.
- vi) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.
- vii) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay,. Such agreement will include:
 - a) A statement that the employee is entering the pre-paid leave program in accordance with the collective agreement.
 - b) The period of salary deferral and the period for which the leave is requested.
 - c) The manner in which the deferral salary is to be held.

The letter of application from the member to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

- viii) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave, in accordance with **such** other payment schedule as may be agreed upon between the Employer and the employee.

Dated at Sarnia, Ontario this day of _____ - - - - ,

FOR THE UNION

FOR THE EMPLOYER

| WAGE RATES for Lambton Hospital Group 1998 – 2001 | | | | | | | | | | | | |
|--|--------------------------------|---------------|----------------|----------------|--------------------------------|---------------|----------------|----------------|--------------------------------|---------------|----------------|----------------|
| Merged Collective Agreement – Sarnia General Hospital | | | | | | | | | | | | |
| Schedule A | Effective April 1, 1998 | | | | Effective April 1, 1999 | | | | Effective April 1, 2000 | | | |
| Classification | Start | 1 Year | 2 Years | 3 Years | Start | 1 Year | 2 Years | 3 Years | Start | 1 Year | 2 Years | 3 Years |
| Orthopaedic Assistant | 19.54 | | | | 19.86 | | | | 20.11 | | | |
| RPN's | 17.27 | 18.23 | 19.19 | | 17.59 | 18.55 | 19.51 | | 17.84 | 18.80 | 19.76 | |
| Sr. Lab Assistant | 16.89 | | | | 17.21 | | | | 17.46 | | | |
| Pharmacy Tech OR Assistant | 15.93 | 16.73 | 17.54 | | 16.25 | 17.05 | 17.86 | | 16.50 | 17.30 | 18.11 | |
| Lab Assistant | 15.17 | 15.70 | 16.21 | | 15.49 | 16.02 | 16.53 | | 15.74 | 16.27 | 16.78 | |
| Aides: Unit Helper Emergency X-Ray (imaging) Dialysis Unit Assistant Amb. Care Aide | 15.25 | 15.72 | 16.20 | | 15.57 | 16.04 | 16.52 | | 15.82 | 16.29 | 16.77 | |
| Post Mortem Aide | 15.25 | 15.72 | 16.20 | | 15.57 | 16.04 | 16.52 | | 15.82 | 16.29 | 16.77 | |
| Emergency Response Officer (Safety and Security) | 15.62 | 15.76 | 16.21 | | 15.94 | 16.08 | 16.53 | | 16.19 | 16.33 | 16.78 | |
| Dark Room Attendant | 14.95 | 15.09 | 15.18 | | 15.27 | 15.41 | 15.50 | | 15.52 | 15.66 | 15.75 | |
| Paramedic I | 18.74 | | 19.31 | 20.17 | 19.06 | | 19.63 | 20.49 | 19.31 | | 19.88 | 20.74 |
| Paramedic II | 19.92 | | 20.52 | 21.11 | 20.24 | | 20.84 | 21.43 | 20.49 | | 21.09 | 21.68 |

WAGE RATES for Lambton Hospital Group 1998 – 2001
Merged Collective Agreement – Office & Clerical

| Schedule A Classification | Effective April 1, 1998 | | | Effective April 1, 1999 | | | Effective Ratification, Jan 2000 | | | Effective April 1, 2000 | | |
|------------------------------|-------------------------|-------|-------|-------------------------|-------|-------|----------------------------------|-------|-------|-------------------------|-------|-------|
| | Start | 1 Yr | 2 Yrs | 3 Yrs | Start | 1 Yr | 2 Yrs | 3 Yrs | Start | 1 Yr | 2 Yrs | 3 Yrs |
| Secretary | 15.93 | 16.73 | 17.54 | | 16.25 | 17.05 | 17.86 | | 16.50 | 17.30 | 18.11 | |
| - Foundation | | | | | | | | | | | | |
| - Food Services | | | | | | | | | | | | |
| - Property Management | | | | | | | | | | | | |
| Secretary | 15.04 | 15.44 | 15.82 | 16.20 | 15.36 | 15.76 | 16.14 | 16.52 | 16.25 | 17.05 | 17.86 | |
| - Laboratory | | | | | | | | | | | | |
| - Radiology | | | | | | | | | | | | |
| - Physiotherapy | | | | | | | | | | | | |
| Unit Secretary | 15.00 | 15.75 | 16.20 | | 15.32 | 16.07 | 16.52 | | 16.50 | 17.30 | 18.11 | |
| - Maintenance | | | | | | | | | | | | |
| - Pastoral Care | | | | | | | | | | | | |
| - Education Services | | | | | | | | | | | | |
| - Pastoral Services | | | | | | | | | | | | |
| - Social Work | | | | | | | | | | | | |
| - EEG | | | | | | | | | | | | |
| Accounts Payable- LICO | 15.29 | 15.81 | 16.44 | 17.02 | 15.61 | 16.13 | 16.76 | 17.34 | 15.86 | 16.38 | 17.01 | 17.59 |
| Non – LICO | 14.85 | 15.41 | 15.97 | 16.53 | 15.17 | 15.73 | 16.29 | 16.85 | 15.42 | 15.98 | 16.54 | 17.10 |
| Senior Health Records | 15.30 | 15.84 | 16.35 | | 15.62 | 16.16 | 16.67 | | 15.87 | 16.41 | 16.92 | |
| Clerk | 14.43 | 14.95 | 15.48 | 16.00 | 14.75 | 15.27 | 15.80 | 16.32 | 15.86 | 16.38 | 17.01 | 17.59 |
| - Accounts Receivable | | | | | | | | | | | | |
| - Admitting/Switchboard | | | | | | | | | | | | |
| - Patient Registration | | | | | | | | | | | | |
| - Laboratory | | | | | | | | | | | | |
| - Purchasing | | | | | | | | | | | | |
| - WSIB | | | | | | | | | | | | |
| Medical Steno | | | | | | | | | | | | |
| - Laboratory | | | | | | | | | | | | |
| - Radiology | | | | | | | | | | | | |
| - Health Record | | | | | | | | | | | | |
| Clerk Health Records | 14.47 | 14.95 | 15.48 | | 14.79 | 15.27 | 15.80 | | 15.04 | 15.52 | 16.05 | |
| Clerk Chiroprody | 14.57 | 15.10 | 15.64 | 16.20 | 14.89 | 15.42 | 15.96 | 16.52 | 15.14 | 15.67 | 16.21 | 16.77 |

WAGE RATES for Lambton Hospital Group 1998 – 2001
Merged Collective Agreement – St. Joseph's Health Centre

| Schedule A Classification | Effective April 1, 1998 | | | Effective April 1, 1999 | | | Effective April 1, 2000 | | | | | |
|--|-------------------------|--------|---------|-------------------------|-------|--------|-------------------------|---------|-------|--------|---------|---------|
| | Start | 1 Year | 2 Years | 3 Years | Start | 1 Year | 2 Years | 3 Years | Start | 1 Year | 2 Years | 3 Years |
| RPN's Liscenced Trades Head Cook | 17.27 | 18.23 | 19.19 | | 17.59 | 18.55 | 19.51 | | 17.84 | 18.80 | 19.76 | |
| Plumbers, Electricians Refrigeration Mechanic | 18.00 | 18.49 | 19.20 | | 18.32 | 18.81 | 19.52 | | 18.57 | 19.06 | 19.77 | |
| Physio Assistant Pharmacy Techs Unliscenced Trades OR Assistant Hospice Assistant | 15.93 | 16.73 | 17.54 | | 16.25 | 17.05 | 17.86 | | 16.50 | 17.30 | 18.11 | |
| Cook Certified/Short Order/Baker | 15.93 | 16.73 | 17.72 | | 16.25 | 17.05 | 18.04 | | 16.50 | 17.30 | 18.29 | |
| Lead Hand - Linen | 15.43 | 15.95 | 16.48 | | 15.75 | 16.27 | 16.80 | | 16.00 | 16.52 | 17.05 | |
| Aides - Occupational Therapy - Physiotherapy - Operating Room - SPD - Recreation Therapy Unit Helper Stockkeeper/*Stores/*Dietary | 15.25 | 15.72 | 16.20 | | 15.57 | 16.04 | 16.52 | | 15.82 | 16.29 | 16.77 | |
| Specimen Proc Tech | 15.17 | 15.70 | 16.21 | | 15.49 | 16.02 | 16.53 | | 15.74 | 16.27 | 16.78 | |
| ICC Aide | 15.06 | 15.52 | 15.99 | | 15.38 | 15.84 | 16.31 | | 15.63 | 16.09 | 16.56 | |
| OT Work Assistant Maintenance Helper Groundskeeper | 15.04 | 15.28 | 15.82 | 16.21 | 15.36 | 15.60 | 16.14 | 16.53 | 15.61 | 15.85 | 16.39 | 16.78 |

WAGE RATES for Lambton Hospital Group 1998 – 2001
Merged Collective Agreement – St. Joseph's Health Centre

| Schedule A Classification | Effective April 1, 1998 | | | | Effective April 1, 1999 | | | | Effective April 1, 2000 | | | |
|--|-------------------------|--------|---------|---------|-------------------------|--------|---------|---------|-------------------------|---------|---------|-------|
| | Start | 1 Year | 2 Years | 3 Years | Start | 1 Year | 2 Years | 3 Years | 1 Year | 2 Years | 3 Years | |
| Lab Aide Orderlies Porter/Mail & Patient | 15.04 | 15.43 | 15.82 | 16.21 | 15.36 | 15.75 | 16.14 | 16.53 | 15.61 | 16.00 | 16.39 | 16.78 |
| Aides - Cafeteria – Cash - Diet Clerk - Dishroom - Trayline - Cold Food Prod. - Nourishment Housekeeper I | 14.50 | 14.98 | 15.45 | | 14.82 | 15.30 | 15.77 | | 15.07 | 15.55 | 16.02 | |
| Linen Porter Cook's Helper Pot Washers Housekeeper II | 14.46 | 14.96 | 15.45 | | 14.78 | 15.28 | 15.77 | | 15.03 | 15.53 | 16.02 | |

*Lead Hand positions in the following departments, SPD, Dietary, Stores, Housekeeping will receive 10% in addition to their regular rate of pay.