

SOURCE	1002	
EFF.	96	01/01
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No. OF EMPLOYEES		110
NUMBER D'EMPLOYÉS		21

COLLECTIVE AGREEMENT

BETWEEN:

**ALEXANDRA MARINE &
GENERAL HOSPITAL**

- and -

**SERVICE EMPLOYEES' UNION
LOCAL 210**

PART TIME AGREEMENT

Expiry: March 31, 1999

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This Agreement entered into as of the 21 day of December, 1998.

BETWEEN:

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

- AND -

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

PART TIME AGREEMENT

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

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

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

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

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

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

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

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

ARTICLE 3 - NEGOTIATING COMMITTEE AND STEWARDS

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

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

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

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

ARTICLE 4 - UNION MANAGEMENT COMMITTEE

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

ARTICLE 5 - MANAGEMENT RIGHTS

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

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

ARTICLE 6 - PROBATIONARY EMPLOYEES & UNION INTERVIEWS

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

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

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

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

ARTICLE 7 - UNION MEMBERSHIP AND CHECK-OFF

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

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

SERVICE EMPLOYEES UNION, LOCAL 210
CHECK-OFF CARD

Name: Date:

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

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

Witness: Signature:.....

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

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

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

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

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

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

ARTICLE 8 - GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

ARTICLE 9 -ARBITRATION

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 - STRIKES AND LOCKOUTS

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

ARTICLE 11 - SENIORITY

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

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

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

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

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

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

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

b) meet with the Union to review the following:

i) the reasons causing the layoff;

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

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

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

Up to 1 years service 1 week's notice

1 year but less than 3 years' 2 weeks' notice

3 years but less than 4 years' 3 weeks' notice

4 years but less than 5 years' 4 weeks' notice

5 years but less than 6 years' 5 weeks' notice

6 years but less than 7 years' 6 weeks' notice

7 years but less than 8 years' 7 weeks' notice

8 years or more 8 weeks' notice

Such notice will be handed to the employee and signed by the employee if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff.

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

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

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

a) accept the layoff; or

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

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

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

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

11.11 An employee displaced or recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within twelve (12) months of being recalled or displaced.

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

11.13 It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

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

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

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

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

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

- a) employee quits;
- b) employee is discharged and the discharge is not reversed through the grievance and arbitration procedure;
- c) employee is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
- d) employee fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for a purpose other than that for which it was granted;
- e) employee has been laid off for twenty-four (**24**) months;
- f) employee fails upon being notified of a recall to signify his intention to return within five (5) working days after he has received the notice of recall, and fails to report to work within ten (10) working days after he has received the notice of recall;
- g) employee is absent due to illness or disability, which absence continues for thirty (30) calendar months from the time the disability or illness commenced.

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

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

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

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

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

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

1 tour = 7.5 hours exclusive of unpaid mealtime.

ARTICLE 12 - DISCHARGES AND SUSPENSIONS

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

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

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

ARTICLE 13 - JOB POSTINGS AND OPPORTUNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15 - PAID HOLIDAYS

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

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

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

ARTICLE 16 - VACATIONS

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

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

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

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

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

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Pregnancy Leave

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

17.02 Parental Leave

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

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

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

- f) A part time employee shall accumulate service and seniority for the initial eighteen **(18)** weeks from the commencement of the leave while a part time employee is on parental leave. Accumulation shall be on the basis of what the employee's normal regular hours of work would have been.

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

- a) The plan is available to employees wishing to spread four **(4)** years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four **(4)** years of salary deferral.
- b) The employee must make written application to the Administrator at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- c) The number of employees that may be absent at any one time shall be one **(1)** from each of the full-time and part-time bargaining units. The year for purposes of the program shall be September **1** of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the employee, the Union and the Hospital.
- d) Written applications will be reviewed by the Administrator or designate. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- e) During the four **(4)** years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Hospital.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may **be** agreed upon between the Hospital and the employee.

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

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

ARTICLE 18 - UNIFORMS

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

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

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

The articles of clothing to be issued will consist of:

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

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

ARTICLE 19 - WAGES

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



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

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

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

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

- 100 Tours 6 Months
- 200 Tours 1 Year

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

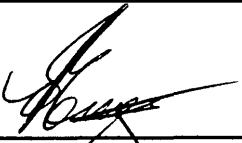
19.05 A Registered Practical Nurse is required to present to the Director of Nursing or designate before February 15 of each year, acceptable evidence of annual registration. Failure to do **so** will result in a change in status to Nursing Assistant. Reinstatement to the status of Registered Practical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


ARTICLE 20 - DURATION AND TERMINATION

20.01 This Agreement shall be effective up to the 31st day of March, 1999, and shall continue in full force and effect until a new Agreement is reached either during the course of negotiations, conciliation, or arbitration proceedings as required by the laws of the Province. In the event that either party gives written notice to amend the Agreement within ninety (90) days prior to the 1st day of April, 1999, negotiations shall commence not later than fourteen (**14**) days after the date of such written notice. Such notice shall, as far as possible, list the subject matter of the proposed amendments or revisions but the Parties shall have the right to alter said list before and during negotiations.

DATED THIS 21 DAY OF December 1998.

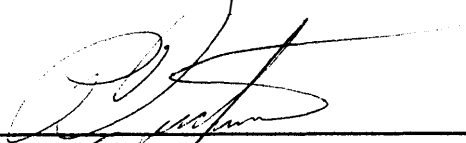
**ALEXANDRA MARINE &
GENERAL HOSPITAL**



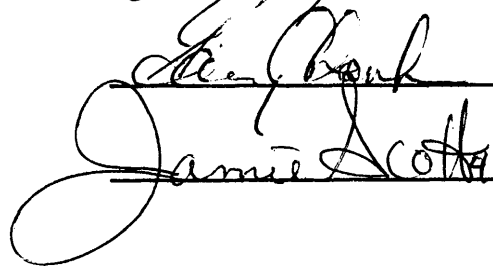


Red name for

**SERVICE EMPLOYEES UNION,
LOCAL 210**



Ken Bank



SCHEDULE "A"

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>START</u>	<u>6 MTHS.</u>	<u>YEAR</u>
<u>Kitchen & House-keeping Aides</u>	April 1, 1996	14.401	14.554	14.700
	April 1, 1997	14.545	14.700	14.847
	April 1, 1998	14.690	14.847	14.995
<u>Ward Clerks</u>	April 1, 1996	14.354	14.496	14.700
	April 1, 1997	14.498	14.641	14.847
	April 1, 1998	14.643	14.787	14.995
<u>Physio Aide</u>	April 1, 1996	14.889	15.041	15.257
	April 1, 1997	15.038	15.191	15.410
	April 1, 1998	15.188	15.343	15.564
<u>Cook I</u>	April 1, 1996	14.234	14.464	14.700
	April 1, 1997	14.376	14.609	14.847
	April 1, 1998	14.520	14.755	14.995
<u>Cook II</u>	April 1, 1996	14.276	14.472	14.700
	April 1, 1997	14.419	14.617	14.847
	April 1, 1998	14.563	14.763	14.995
<u>Maintenance Utility</u>	April 1, 1996	14.037	15.453	15.673
	April 1, 1997	14.177	15.608	15.830
	April 1, 1998	14.319	15.764	15.988
<u>Maintenance Mechanic</u>	April 1, 1996	16.034	16.256	16.477
	April 1, 1997	16.194	16.419	16.642
	April 1, 1998	16.356	16.583	16.808
<u>R.P.N.</u>	April 1, 1996	16.042	16.243	16.4770
	April 1, 1997	16.202	16.405	16.642
	April 1, 1998	16.364	16.569	16.808
<u>P.N.A. & Mental Health Worker</u>	April 1, 1996	16.002	16.241	16.477
	April 1, 1997	16.162	16.403	16.642
	April 1, 1998	16.324	16.567	16.808

Schedule "A" Continued

<u>CLASSIFICATION</u>	<u>EFFECTIVE DATE</u>	<u>START</u>	<u>6 MTHS</u>	<u>1YEAR</u>
Nursing				
<u>Assistants & Orderlies</u>				
	April 1, 1996	14.779	15.019	15.257
	April 1, 1997	14.927	15.169	15.410
	April 1, 1998	15.076	15.321	15.564
<u>Ambulance Attendants</u>				
	April 1, 1996	17.988	18.241	18.502
	April 1, 1997	18.168	18.423	18.687
	April 1, 1998	18.350	18.607	18.874
<u>Occupational Therapy Aide</u>				
	April 1, 1996	15.132	15.373	15.614
	April 1, 1997	15.283	15.527	15.770
	April 1, 1998	15.436	15.682	15.928
<u>Paramedic I</u>				
	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
March 1, 1999	17.440	18.410	18.980	19.540

(RE: Paramedic I - Effective March 1, 1999, establish the new classification of Paramedic I for the then incumbent Ambulance Attendants utilizing at least one of the Advanced Life Support (ALS) skills, including defibrillation. Also, at that time, any existing stipends or other similar additional payments for such ALS skill will be discontinued. The actual salary rates established are shown on the attached Schedule "A". As of March 1, 1999, any incumbent employee placed in this classification will be "red circled" if their then current salary rate is above the corresponding service step salary rate. For Ambulance Attendants who do not qualify for the new classification, such employees will continue to be classified as Ambulance Attendants.)

SCHEDULE "B"

A. Shift/Tour Premiums

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

B. Weekend Premium

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

C. Standby Fee

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

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

D. Call Back

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

E. Benefits for Part-Time Employees

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

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

LETTERS OF AGREEMENT

Re: Chancre of Scheduled Time Amongst Employees

The Employer will give every consideration to allowing employees to exchange time off within the Unit Schedule of the said employees, by mutual written consent between the employees concerned and the consent of their Department Head with twenty-eight (28) days notice of the Department Head.

Re: Paid Holidays - Superior Condition

Employees who presently receive the following superior benefit as of the date of ratification shall continue to receive this superior benefit while employed by the Hospital or until they transfer to a status to which this superior condition does not apply, whichever first occurs. This superior condition replaces the employee's entitlement under Article 15 of the Collective Agreement.

- a) Each employee shall be paid one (1) day's pay at his or her regular daily rate for each of the following days provided they work the last scheduled working day prior to and the first scheduled working day following such holidays, that they have completed their probationary period, that they are employed on a prescheduled basis and earn wages for at least twelve (12) working days during the thirty (30) calendar days immediately preceding the holiday. They are:

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

- b) If an employee is scheduled to work on any paid holiday, he or she shall receive pay at **one** and one-half (1 1/2) times the employee's regular rate of pay for work performed on such holiday in addition to any holiday pay for which they qualify.

RE: Job Sharing

- 1.) It is understood and agreed that insofar as any provision in this Letter is specifically in conflict with any provisions of the full time or part time Collective Agreements, the provisions of this Letter shall prevail.
- 2.) Only full time positions shall be considered for job sharing between two employees.
- 3.) The Employer has the right to designate and increase or decrease the full time positions eligible to be deemed job sharing positions. For discussion purposes only, the parties agree to discuss the number of positions that will be job shared.
- 4.) If a full time employee wishes to job share her or his position and the Employer agrees to designate such position a job sharing position, the full time employee will be assigned such job sharing position and the remaining vacant position will be posted and filled in accordance with the full time job posting procedure.
- 5.) When the Employer designates a vacant full time position to be considered a job sharing position, such position shall be posted and filled in accordance with the full time job posting procedure.
- 6.) **The** employees assigned a job sharing position will be covered by the provisions of the part time collective agreement except for scheduling.
- 7.) The employees sharing a job sharing position shall both be considered as part time employees.
- 8.) If an employee assigned a job sharing position successfully applies for a part time or full time position, or is terminated in accordance with the existing part time Collective Agreement and the Employer decides to continue such job sharing position, the remaining employee shall remain assigned to said job sharing position and the vacant job sharing position will be posted in accordance with the full time job posting procedure. If there is no successful applicant to the position, the shared position must revert to a full time position. The remaining employee will have the option of assuming the full time position or remaining part time. If she or he does not assume the full time position, the full time position shall be posted in accordance with the full time job posting procedure.
- 9.) For scheduling purposes only, the Employer will schedule a job sharing position as a full time position. The schedule of both partners shall be the equivalent of one full time position. The position in question shall generally be shared on an equal basis between the two partners. Both partners must inform the immediate supervisor who will be working the predetermined schedule according to the posting policies for schedules.
- 10.) A job sharer's vacant hours of work resulting from vacation, leaves of absence or sick leave will be offered by the Employer to the remaining partner. If the remaining

partner agrees to work **all** or part of **such** hours, there will be no premium payments owed for such hours worked. If the Employer is unable to contact the remaining partner or if such employee is unable to work the vacant hours, the Employer will schedule such hours in accordance with the part time Collective Agreement.

- 11.) **A job** sharing position will be scheduled by the Employer to work either the Christmas Holiday or the New Year's Holiday. The partners shall alternate working said holidays and inform the Employer of whom is available for the scheduled holiday each year.
- 12.) The job sharers agree to cover up to two weeks of vacation of each other's vacation during June 15 to September 15.
- 13.) The Employer or the Union shall have the option of cancelling this Letter of Understanding with a sixty day notice. **A meeting will be held** between the parties within fifteen days to review the reasons for discontinuation.
- 14.) With each job sharing position, the Employer will assess the position after three months to see if there are any problems from patient care, economic or scheduling perspective. If there are no problems, the schedule will continue for an additional three months and this position shall be reevaluated after six months to determine whether or not the position should continue.
- 15.) **If** after **a** six month period the Employer wishes to terminate a **job** sharing arrangement, it may do so upon written notification (sixty days) to the employees and the Union. If this occurs, the position will revert to a full time position and the former full time incumbent shall be granted the option of returning to full time. In the event that she or he is not interested, then the position shall be posted in accordance with the full time job posting procedure.
If after a six month period, both employees who take part in the job sharing position wish to terminate the agreement, they may do so upon written notification (sixty days) to the Employer and the Union. When this occurs, the former incumbent will have the option of returning to her or his full time position, if so desired. If she or he does not desire to **do so**, then the position shall **be** posted in accordance with the full time job posting procedure.

RE: Part Time Job Posting Procedure

The parties hereby agree that the following language shall be used for the filling of job vacancies in the part time bargaining unit.

In order to ensure that employees with seniority are given the opportunity of applying for transfers and lines of prescheduled shifts, the Employer agrees to comply with the following posting procedure:

- a) **When** vacancies occur in a line of **prescheduled** shifts or when new **jobs** are **created** within the scope of the Collective Agreement, the Employer **shall** post **all such** vacancies and new jobs on the bulletin boards where **all** employees may see them and they shall remain posted for five (5) working days.
- b) **It is** understood that the posting of a line of **prescheduled** shifts is not a guarantee that those specific shifts will always be available to work.
- c) Employees with seniority in the part time bargaining unit and employees with seniority in the full time bargaining unit shall have the right to apply for vacancies **and** new jobs in the part time bargaining unit. Such vacancies and new jobs shall **be** filled from the applications received on the basis of skill, qualifications, ability to perform the work, and seniority. Where seniority governs, the most senior applicant, regardless of her or his SEIU bargaining unit, will be selected.
- d) **The** Employer shall inform the Chief Steward of all applications received. The Employer shall inform the Chief Steward of the successful applicant at the time such decision **is made**.
- e) **In** the event that the **successful** applicant to **a** line of **prescheduled** shifts already **has a** line of **prescheduled** shifts, it is agreed that the employee will give up the previous line of **prescheduled** shifts.
- f) **If, as** a result of filling the vacancy, a subsequent vacancy is created, the subsequent vacancy shall be posted for three (3) working days and filled in accordance with the job posting procedure. **All** vacancies which may occur **as** a result of having filled the original vacancy and the first subsequent vacancy shall be filled at the discretion of the Employer. The Employer undertakes to maintain **a job** inventory list of requests for departmental transfer which shall be considered when such vacancies occur and the Chief Steward shall have a copy thereof,
- g) Employees transferring from one department to another through this posting procedure shall be on a trial period for thirty (30) tours and **all** hospital-wide seniority rights shall transfer with them. In the event the employee reverts to the previous job during the trial period, **all** rights and privileges in the previous department shall be maintained. The trial period for RPN's and PNA's shall be sixty (60) tours.
- h) Employees transferring from one department to another **shall** suffer no **loss** in **wages, unless transfer is at** the employee's request to **a** lower rated classification in which the employee has no demonstrable **skills**. If the employee transfers to a **classification** of equal or lower pay and has previous related experience, credit will **be** given for time with the Employer. If the employee transfers to **a** classification of equal or lower pay and has no previous related experience, the pay level will be set at the six (6) month level for five (5) months and then set at the one (1) year level provided the employee has a minimum of one **(1)** year of service with the Employer.

- i) Employees transferring to a higher rated classification shall be paid at the next higher rate.

RE: Full Time Job Posting Procedure

The parties agree that notwithstanding Article 13.01 b) of the full time Collective Agreement, the selection procedure for full time job postings shall be modified as follows:

Employees with seniority in the part time bargaining unit and employees with seniority in the full time bargaining unit shall have the right to **apply** for vacancies and new jobs in the full time, bargaining unit. Such vacancies and new jobs shall be filled from the applications received on the basis of **skill**, qualifications, ability to perform the work and seniority. Where seniority governs, the most senior applicant, regardless of her or his SEIU bargaining unit, will be selected.

RE: Request For Transfer From Full Time To Part Time

The parties hereby agree that full time employees shall be entitled to request to transfer into the part time bargaining unit under the following conditions:

- a) A transfer request must be submitted by the full time employee and it must be in writing to the Employer.
- b) Such transfers are only permissible within the full time employee's current job classification.
- c) Such transfers are only permissible for part time casual shift assignments and do not affect the assignment of part time lines of prescheduled shifts.
- d) The Employer will give consideration to such written requests and will not deny such requests for reasons which constitute bad faith. It is clearly acknowledged that the Employer can deny employee requests based on the Employer's legitimate concerns such as the reasonable limiting of the number of full time employees who may so transfer from full time to part time.
- d) Employees who are permitted to transfer into the part time bargaining unit will be assigned to casual shifts based on the current practice within their respective department.

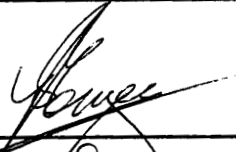
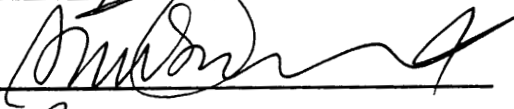
When employees transfer from full time into the part time bargaining unit, the following shall apply:

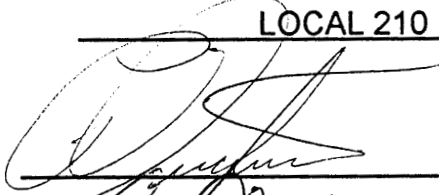
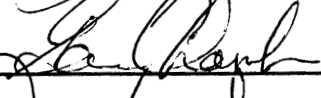
- a) Employees so transferring shall maintain all accrued seniority (in accordance with Article 11.21) and such employees shall be accordingly placed on the part time seniority list.
- b) Employees transferring shall not be required to serve a probationary period, provided they have successfully served the probationary period in the full time bargaining unit; and
- c) When the transfer is finalized, and if there is a resultant full time vacancy, such vacancy shall be posted in accordance with the Collective Agreement.

The above six (6) Letters of Agreement dated this 21 day of December, 1998.

**ALEXANDRA MARINE &
GENERAL HOSPITAL**

**SERVICE EMPLOYEES UNION,
LOCAL 210**



 Rose Marie Fox



 Jamie Scotty
 Caroline DeMuss.



December 12, 2000

File: 1228501

Alexandra Marine & General Hospital
120 Napier St.
Goderich
Ont.
N7A 1W5

Alexander Marine & General Hospital (Part Time)
Goderich, Ont.
Service Employees International Union
Local 210
(health service-non-professionals)

Terminating: March 31, 1999

The Workplace Information Directorate maintains an extensive library of collective agreements in both the federal and provincial jurisdictions. With respect to your organization, the collective agreement described above is the latest we have on file.

In its Federal Plan for Gender Equality (1995), the Government of Canada committed itself "to ensuring that all future legislation and policies include, where appropriate, an analysis of the potential for different impacts on women and men." In accordance, we are requesting to the extent possible, a numerical gender breakdown of your membership.

Could you please send us a copy of any subsequent agreement or amendment (preferably on diskette, including the format), including any attachments which are part of the agreement or supplementary documents (such as pension or health plans) referred to in the agreement.

Please show separately, the number of employees covered by the agreement in the space provided on the return part of this form.

Your co-operation will help the Workplace Information Directorate maintain its services in the collective bargaining field.

Yours sincerely,

Lynn Picard

Collection of Agreements Unit
Telephone: 1-800-567-6866 or (819) 997-0252

Please complete this part and forward with copy of collective agreement to:
Workplace Information Directorate
Collection of Agreements Unit
Labour Branch
Human Resources Development Canada
Hull, Quebec
K1A 0J2

File: 1228501

Number of employees covered by the agreement.

53

Males 9

Females 44