

SOURCE	HOSP		
EFF.	86	09	30
TERM.	88	09	29
No. OF EMPLOYEES	175		
NOMBRE D'EMPLOYÉS	175		

Memorandum of Agreement

BY AND BETWEEN

HÔPITAL MONTFORT

AND

**International Union of
Operating Engineers
Local 796**

*Duration: September 30th 1986 to
September 29th 1988*

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MEMORANDUM OF AGREEMENT

BY AND BETWEEN:

HOPITAL MONTFORT
MONTREAL R O M
OTTAWA (ONTARIO)

- and -

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 796
TORONTO (ONTARIO)

1.00 RECOGNITION - EXCLUSIONS - DEFINITIONS

- 1.01 The Hospital recognizes the Union as the sole bargaining agent for such full-time employees as are named in the certification awarded by the Relations Board, on the 6th day of May, 1970 and all regular part-time employees and maintenance mechanics, as agreed on May 1st, 1978 and January 1st, 1979 respectively.
- 1.02 Both French and English versions of this agreement shall be recognized as official texts.
- 1.03 A full-time employee is defined as an employee who regularly works the normal hours per week as defined in article 7.00.
- 1.04 A regular part-time employee is defined as an employee who works less hours than the normal weekly hours, who makes a commitment to be available for work at the Hospital on some pre-determined basis and in respect of whom there is in fact a pre-determined scheduling.
- 1.05 Where the masculine personal pronoun is used in this agreement, it shall mean to include the feminine personal pronoun.
- 1.06 Promotion
means the transfer of an employee from one position to another made up of a higher functions and for which the maximum in the salary scale is higher.

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1.07 Transfer

Means a change for an employee from one position to another with or without a change in title but for which two positions the maxima in the salary scale are identical.

1.08 Retrogradation

Means a transfer of an employee to a position with a lower maximum in the salary scale.

1.09 Displacement

Means the transfer of an employee required by the employer.

2.00 RESERVATION TO MANAGEMENT

2.01 The Union recognizes the right of the Hospital to fire, discharge for cause, promote, demote and transfer any employee. to manage its business in all respects in accordance with its obligations, to direct its working force and to make alter from time to time Rules and Regulations. same not to be inconsistent with the provisions of this Agreement.

3.00 UNION SECURITY

3.01 It is understood and agreed by the parties hereto that in the best interests of both parties to this Agreement, all those recognized as coming under the jurisdiction of this Agreement who are presently members of the Union, or who may become members of the Union, must remain members in good standing during the life of this Agreement.

3.02 The Hospital and the Union agree that new employees taken on the payroll who will come under the jurisdiction of this Agreement shall become members of the Union within ten (10) days.

3.03 The Hospital will deduct from the pay cheques of the employees covered by this Agreement, the current weekly union dues and assessments uniformly by the Union. The Hospital will forward to the Union Headquarters once each month a cheque for the dues so deducted. The Union shall indemnify and save the Hospital harmless with respect to all dues so deducted and remitted.

- 3.04 The Hospital agrees that new employees will be required to sign deduction cards at the time of hiring. One copy of such card shall be filed with the Human Resources and one copy shall be filed with the Union.
- 3.05 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to 10 minutes during the employee's general orientation day.
- 3.06 The purpose of the meeting will be to acquaint the employee with such representative of the Union and Collective Agreement.
- 3.07 There will be no Union activity, solicitation for membership or collection of dues during working hours.

4.00 REPRESENTATION

- 4.01 The Union may appoint and the Hospital shall recognize a negotiating committee not in excess of three (3) members and a grievance committee not in excess of three (3) members.
- 4.02 These committees shall be allowed such reasonable time as is necessary to process and finalize grievances and negotiations as the case may be as hereinafter provided. or attend any meetings or conferences as are necessary with the Hospital respecting wages contract negotiating and other similar matters, subject to their first obtaining permission from their supervisor 24 hours before leaving their work. These privileges apply only when these committees are engaged in committee work concerning the Hospital business.
- 4.03 The Hospital will respect the salary of the Union representatives engaged in these procedures up to the first meeting of the conciliation stage.

5.00 GRIEVANCE PROCEDURE

- 5.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within five (5) days after the circumstances giving rise to it have occurred, otherwise both parties will recognize that there is no complaint. An employee who so wishes may ask to be accompanied by his Union representative.

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- 5.02 Failing satisfactory resolution within five (5) days after the complaint has been made, the matter may then be processed as a grievance.
- 5.03 A grievance is defined as any difference between the parties arising from the interpretation, application, administration or alleged violation of this settlement.
- 5.04 The following shall be, unless as otherwise specified, the prescribed manner for handling grievances:

STEP ONE

A meeting between the immediate supervisor of the employee and representatives of the Union to adjust the grievance shall be held within five (5) days. The employee may be present if he so requests. The parties shall endeavour to settle the matter within five (5) days.

STEP TWO

If settlement is not reached under step one, a meeting between the Director of Human Resources and the Grievance Committee shall be held within a further five (5) days. The parties shall endeavour to settle the matter within five (5) days.

- 5.05 If an employee has a grievance during working hours he will be allowed to discuss this with his shop steward provided he has received permission from his immediate supervisor.
- 5.06 Agreements settling grievances reached between the Hospital and the Union shall be reduced in writing and signed by the representatives of the parties.
- 5.07 Within twenty (20) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking 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, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

- 5.08 If an employee is found to have been unfairly discharged or disciplined at any step of the above procedure, he shall be immediately re-instated to his Job with full seniority rights and shall be reimbursed for lost time.
- 5.09 Expenses of an Umpire, if any, shall be borne equally by both parties.
- 5.10 Any or all of the limits prescribed in this article may be extended by mutual agreement of the parties in writing. Saturdays and Sundays and grievor's day off to be excluded.

5.12 Dismissal or suspension

Should the employer dismiss or suspend an employee. the employer shall within five (5) working days of the dismissal or suspension, inform the employee of his dismissal or suspension. Copy of the letter shall be forwarded to the employee union representative. If the dismissal or suspension is to be challenged, the employee shall have recourse to the grievance procedure. An employee on probation shall be excluded from this article.

6.00 SENIORITY

- 6.01 All full-time employees shall be required to fulfill a probationary period of ninety (90) days and all regular part-time employees shall be considered probationers until they have completed four hundred and fifty (450) hours worked with the Hospital. During such probationary period the work conditions and salary and wage schedules set in the collective agreement shall prevail, however an employee may not have recourse to the grievance procedure if discharged.
- 6.02 Seniority shall be based on the length of continuous service with the Hospital and shall be calculated from the date of hiring of the employee.
- 6.03 Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1957.5 hours worked in the bargaining unit as of the last date of hire or May 1st, 1978.
- 6.04 Seniority of part-time employee cannot be considered over that of a full-time employee except where the full-time employee is in a probationary period.

- 6.05 A regular part-time employee whose status has changed to full-time employee will see his seniority credits converted on the basis described in the article 6.03. The date of May 1st, 1978 will be used as a guide to determine the number of hours worked.
- 6.06 A full-time employee whose status has changed to regular part-time employee shall retain his seniority credits, and continue accumulating seniority calculated on tours as long as he occupies a regular part-time position.
- 6.07 Promotions and Transfers
- In case of vacancy within a classification of the Bargaining Unit or when the Hospital creates a new position within the Bargaining Unit, the vacancy shall be posted for seven (7) consecutive days. The employee will apply in writing within the above mentioned seven(7) day period. When the position is filled according to his article, the name of the chosen candidate shall be posted.
- 6.08 In cases where qualifications, performance, ability and experience are equal, seniority shall be the deciding factor when decisions are made with regard to promotions, transfers, retrogradation or lay-off.606
- 6.09 In the event that a successful applicant proves unsatisfactory in the position during a probationary period of thirty (30) calendar days, the Hospital shall return the employee to his former position and wage rate without loss of seniority. Any other employee promoted or transferred because of the original change in position shall be returned to their former position and wage rate without loss of seniority and any new employee hired because of the rearrangement of positions shall be released from the employ of the Hospital without recourse through the grievance procedure.
- 6.10 The Union shall recognize that the Hospital may recruit an employee for a temporary period of not more than four months for sick leave, maternity leave or vacation leave replacement. This employee shall be remunerated at the minimum of the position classification and not be entitled to any other benefits. The Union shall be advised of the employment of any such person.

- 6.11 If an employee wishes to be considered as a candidate for any job posting while on approved leave of absence or vacations, he shall fill a form as set out in Appendix I of this Agreement one (1) week before such leave.
- 6.12 The Hospital accepts the Ontario Ministry of Health's decision on equivalent academic diplomas obtained outside Canada. These documents granting equivalent credits shall be in the employee's file at the time of application to a posted position.
- 6.13 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 request 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 (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- 6.14 Layoff and Recall
Layoff in full-time positions shall be separate and apart from layoff in regular part-time positions.
- 6.15 If the Hospital eliminates a unionized position in a department, the Hospital will do its utmost to relocate the employee concerned, in another department.
- 6.16 It is understood that when he has made a choice from the list of available positions supplied by the Hospital, the employee will not have a second choice.

- 6.17 It is agreed that the salary will be the salary of the position concerned and not the salary of the position eliminated.
- 6.18 An employee who has been laid-off shall have his seniority reinstated if returned to work within a period of twelve (12) months following the layoff.
- 6.19 Seniority shall be retained in the following circumstances:
- A) During an absence due to an accident or illness for a period not exceeding twenty-four (24) months,
 - B) During an absence with compensation from the Workmen's Compensation Board not exceeding twenty-four (24) months,
 - C) When on leave of absence due to a pregnancy or on such leave of absence covered by this collective agreement,
 - D) During a layoff not exceeding twelve (12) months.
- 6.20 An employee shall lose all service and seniority and shall be deemed to have terminated in the following circumstances:
- A) Following voluntary resignation,
 - B) Following discharge for just cause,
 - C) Following layoff for a period exceeding twelve (12) months,
 - D) Upon refusal to return work within seven (7) calendar days after layoff unless management and the employee come to an agreement.
 - E) following an absence because of an accident or illness or an accident compensated by the Workmen's Compensation Board for a period in excess of two (2) years,
 - F) Fails to return to work upon termination of an authorized leave of absence or utilizes a Leave of absence for purposes other than that for which the leave was granted without satisfactory reason.
 - G) 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.

7.00 HOURS OF WORK - OVERTIME

- 7.01 The normal work week of all employees except maintenance mechanics is five (5) days, 37½ hours. It is understood that the starting and finishing time for nutrition aids will remain the same, but they will be given an extra fifteen (15) minutes for lunch. Each employee shall rotate according to schedule. Take home pay shall not vary on account of the shortening of hours of work.
- 7.02 Averaging of hours will be permitted over a two (2) weeks pay period. in accordance with the Employment Standards Act and regulations. and by mutual agreement of both parties.
- 7.03 All Maintenance Mechanics covered by this Agreement shall normally work a total of one hundred and sixty (160) hours every four week period, and each employee shall rotate according to schedule arranged by the Chief Engineer.
- 7.04 It is agreed chat the hours of work for the Maintenance Mechanics will be eight (8) hours per day including one-half (½) hour for lunch. However, during the lunch period. the Maintenance Mechanic shall be available to provide emergency service. Working hours of Maintenance Mechanics shall be:
- 07h00 to 15h00
15h00 to 23h00
23h00 to 07h00
- 7.05 Working hours of Maintenance Mechanics when assigned on maintenance shall be 07h30 to 15h30.
- 7.06 Employees called upon by Management to work in excess of their respective work shift shall be paid at the rate of time and one-half, such overtime shall not be considered in the regular hours of work. All Saturday and Sunday work when falling within the regular scheduled work week shall be at the rate of regular time. The Hospital will endeavour to allot overtime by classification's seniority in each department section.

- 7.07 Where an employee has worked and accumulated approved overtime hours (other than overtime hours relating to paid holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half then time off shall be at time and one-half). Where an employee chooses equivalent time off, such time off must be taken within forty-five (45) days of the event or payment, in accordance with the former option, shall be made.
- 7.08 Overtime premium will not be duplicated, nor pyramided, nor shall other premiums be duplicated, nor pyramided, nor shall the same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid.
- 7.09 When a posted tour of duty is changed without twenty four (24) hours of notice, the employee shall be paid at time and one half of this regular straight time hourly rate on the first shift of the new schedule, unless the change in schedule was beyond the reasonable control of the Hospital or as mutually agreed between the employee and the Hospital.
- 7.10 Standby
- A) An employee on standby will receive \$10.00 per shift.
 - B) An employee called back to work will be paid a minimum of four (4) hours at straight time or at time and one-half for hours actually worked whichever is greater.
- 7.11 Transportation
- When an employee is required to travel to the Hospital or to return to his home as a result of reporting to or off work between the hours of 2400 - 0600 hours by means other than his customary transportation facilities in his judgement (which shall not be exercised in an unreasonable manner), the Hospital will pay transportation costs at the kilometrage rate established by Hospital policy by his own vehicle with a minimum of \$1.(one-dollar), one-way or by taxi to a maximum of \$5. (five dollars per trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare or will produce a claim which is to be approved by his immediate supervisor.
- 7.12 The work schedule shall not be changed without advising the employees and the Union.

- 7.13 The shift schedule is to be posted at least two (2) weeks ahead of time but can be changed in case of an emergency or for any major reason. Posted worked hours are the continual hours.
- 7.14 There shall be a minimum of fifteen (15) hours between shifts when the shift changes from day shift to evening or night shift. Where such a minimum of fifteen (15) hours is not granted, the employee will be remunerated at the rate of time and one-half for the number of hours the interval is short of fifteen (15) hours.
- 7.15 A paid rest period of fifteen (15) minutes will be granted during each half-tour at a time to be determined by the Hospital.

8.00 HIGHER CLASSIFICATIONS

- 8.01 An employee requested by his immediate supervisor to perform work of a higher classification for three (3) consecutive hours or more in any one week shall receive 8.5% of his straight time hourly rate plus his regular salary provide it does not exceed the maximum rate paid for the higher classification.
- 8.02 Where an employee is appointed to perform work of a Lower classification in the Hospital he shall be paid his regular rate.

9.00 STATUTORY HOLIDAYS

- 9.01 The ten (10) following days are statutory holidays paid by the Hospital: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.
- 9.02 An employee who is required to work on a statutory holiday shall be paid at the rate of time and one-half plus another day off taken with two of his consecutive days off where feasible and subject to mutual agreement between the employee and his immediate supervisor. If the alternative day off is not granted within thirty (30) days of the holiday, the employee shall be paid time and one-half in lieu of the day off.

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9.03 An eleventh annual Holiday (floater) is added for an employee who has completed the probationary period and the floater can be taken on a date previously approved by the immediate supervisor. It is also agreed and understood that the granting of this floater will never result in payment of overtime premium for the employee or his replacement.

Should the Hospital be deprived to observe an additional paid holiday as the result of legislation, it is understood that the eleventh (11) annual holiday (floater) shall be established as the legislated holiday so that the hospital's obligation to provide the number of paid holidays remain eleven (11).

9.04 Provisions of article 9.00, paragraph 1, do not apply to regular part-time employees except as provided in the Employment Standards Act.

9.05 However, a part-time employee who is required to work on a paid holiday shall be paid one and one-half time his regular rate of pay for all time worked on a paid holiday as specified in paragraph 1.

10.00 VACATIONS

10.01 For the purpose of computing entitlement and vacation pay, the vacation year shall be deemed to commence on July 1st, and to end on June 30th of each succeeding year. The following schedule shall govern vacations:

10.02 Three (3) weeks vacation after one (1) year of continuous service as of July 1st, 6% of total gross yearly earnings (less vacation period).

10.03 Four (4) weeks vacation after eight (8) years of continuous service as of July 1st, 8% of total gross yearly earnings (less vacation period).

10.04 Five (5) weeks vacation after seventeen (17) years of continuous service as of July 1st, 10% of total gross yearly earnings (Less vacation period).

10.05 The employee who has less than one (1) year of continuous service as of July 1st shall be entitled to a vacation of one and one quarter day per month to a maximum of fifteen (15) working days, & of year's earnings.

- 10.06 Regular part-time employees are entitled to holiday pay, calculated on the basis of their straight rate of pay earned during the period specified in article 10.01, as follows:
- First 15 660 hours 6%
After the first 15 660 hours 8%
- 10.07 For part-time employees transferred to full-time service and full-time employees transferred to part-time employment, holiday pay shall be calculated on the basis of equivalent credits specified under article 6.03. The date of May 1st, 1978 will be used as a guide to determine the period of service for the part-time employee.
- 10.08 Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- 10.09 It is understood and agreed that vacation weeks are not necessarily continuous; however, the Employer will endeavour to accommodate the wishes of the employees with respect to the choice of vacation dates, subject to the right of the Employer to operate the Hospital in an efficient manner. In the event of conflict, seniority shall prevail.

11.00 DISABILITY

- 11.01 The Hospital shall maintain a short and long term income security plan in the event of sickness. The Hospital shall pay 65% of the monthly premium of the plan and the employee shall pay the remaining 35% through payroll deduction. All new employees must join the plan.
- 11.02 The short term plan will guarantee to the employee, following the waiting period prescribed by the plan, benefits equal to 70% of his weekly income not exceeding the maximum as provided in the plan, for a period of seventeen (17) weeks.

11.03 The long term plan benefits

The long term plan benefits will commence after the seventeenth (17th) week covered by the short term plan and will represent 70% of the monthly income, not exceeding the maximum provided in the plan, as long as the employee meets the requirements of the plan for disability.

11.04 At the beginning of each year, every employee will be credited six (6) days sick leave to be used individually or as the waiting period before the insurance company starts paying. Those hired after the 1st of January of each year will receive a pro-rata of the six (6) days based on their hiring date. The sick leave credited to an employee cannot be used before completion of three (3) months on a full-time basis.

11.05 The unused leave credits will be paid at the end of the calendar year. On termination, an employee with one year of service or more will receive a payment equivalent to six (6) days based on a pro-rata of his termination date less the used sick leave.

11.06 To be entitled to leave of absence with pay due to an illness, the employee must inform his supervisor or his designated representative of his illness as soon as possible before the applicable shift begins.

11.07 The Hospital may at its discretion ask that an employee justify his absence due to illness by a medical certificate and/or be examined by a doctor of its choice. If the individual is unable to produce a medical certificate when requested then the Hospital may require the employee to take a medical examination to be paid for by the employer.

11.08 The annual medical examination as required by law as well as any immunizations required by the Employer shall be performed without cost to the employee.

11.09 This article 11.00 with the exception of clauses 11.07 and 11.08 does not apply to regular part-time employees.

12.00 LEAVE OF ABSENCE FOR PREGNANCY OR ADOPTION

- 12.01 Upon written request, the employer shall grant a leave of absence to a female employee who is pregnant or for adoption purposes.
- 12.02 The leave may commence at any time during pregnancy when it is recommended by her attending physician. However, the Hospital may request an employee to commence maternity leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non performance of her work is materially affected by the pregnancy.
- 12.03 The pregnancy leave must be taken at the beginning of the 7th month prior to the expected date of delivery and be terminated two (2) months after date of delivery.
- 12.04 The specific dates of the adoption leave of absence will be arranged by mutual consent between the employee and the employer.
- 12.05 Upon return from maternity leave or adoption leave, the employee shall be placed in a comparable job at the same rate of pay.
- 12.06 Seniority will be retained but *not* accumulated during such leave of absence.

13.00 NO STRIKE CLAUSE

- 13.01 The Hospital shall not cause or direct any lock-out of its employees and the Union shall not cause, direct and consent to any strike or other collective action by its members which will stop, curtail or interfere with the operation of the Hospital on the part of the employees and if such action should be taken by the employees, the Union shall instruct its employees to return to work and perform their usual duties.

14.00 WAGES

- 14.01 All full-time employees who are included in this collective agreement as of its current signing date will be placed in their appropriate salary scales (see salary schedule) according to their years of continuous experience in their classification.

- 14.02 Upon hiring in a full-time job, the experience that will be recognized at a rate of one increment for each two (2) years of service to a maximum of three (3) increments in the salary scale, will be that experience as a full-time employee in that same work category, or the experience earned on a comparable position.
- 14.03 The maximum in the salary scale cannot be granted in the case of classifications that contain less than three (3) steps in the scale.
- 14.04 Rate of pay for regular part-time employees will be the minimum of the salary scale according to the classification determined by the Hospital.
- 14.05 Effective May 1, 1987, 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 an except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance), an amount equal to 13% of his/her regular straight time hourly rate for all straight time hours paid. On September 30, 1987, this percentage will be 14%.
- 14.06 If the employee has not worked for a period exceeding (2) years, the number of years of experience to be recognized will be at the employer's discretion.
- 14.07 A) For full-time employees who were included in the collective agreement on November 1st, 1974, and for those hired after that date, the two anniversary dates for salary increases in the scale will be the 1st of November and the 1st of May, respectively.
- B) The full-time employees' anniversary date after April 1st, 1981 for purpose of salary increment in his salary scale will be the date of hiring or the date of change in his status or a promotion, demotion date or else as stipulated in 14.09 and 14.10.
- 14.08 The regular part-time employee, upon completing 1,957.5 hours worked in a given classification will progress to the second step in the scale; upon completing 3,915 hours worked, he will progress to the third step and so on until he reaches the maximum of the scale, the hours worked will be counted starting with the 1st of May, 1978.

14.09 Transfer, Promotion, Retrogradation, Change in status

An employee whose status changes from full-time to part-time will remain at the same step in the salary scale and should the occasion arise, will advance in the scale after 1,957.5 hours worked since his last anniversary increase and so on until he reaches the maximum of the scale.

14.10 An employee whose status changes from regular part-time to full-time will remain at the same step in the salary scale and should the occasion arise, will be credited the number of hours worked since the date of his last salary increase in the scale in order to come to his anniversary date.

14.11 An employee who has been promoted will advance to the next higher step in the salary scale for his new classification provided that the increase that he obtains is at least equal to the increase that he would have been granted in his former position on his following anniversary date.

14.12 The salary granted to an employee who voluntarily changes to an inferior classification will be set in the step of the inferior classification that better suits his years of service and his experience.

14.13 Premium for night or evening duty

The employee is paid a premium of \$0.45 cents and hour when the majority of his daily hours of work are between the period of 2:00 p.m. and 8:00 a.m.

14.14 a) The Employer shall pay employees every two (2) weeks.

15.00 GENERAL

15.01 An employee shall give at least two weeks written notice of intention to resign except where an agreement has been reached between the employee concerned and the employer.

15.02 The Union shall have the right to post on the Notice Board of each department, notices of meetings and such other notices as may be approved by the Director of Human Resources.

15.03 An employee who becomes physically or mentally handicapped while in the employ of the Hospital, may, at the discretion of the Hospital, continue to be employed and may be paid such rate as in the opinion of the Hospital, properly reflects his ability to perform the work to which he is assigned.

- 15.04 The Hospital will supply to the Union, annually, by seniority a list of names and addresses of Union employees.
- 15.05 The Hospital agrees to supply three (3) sets of coverall for the use of the maintenance employees and three (3) sets of coverall for the use of the paint staff.
- 15.06 The Hospital shall furnish, maintain and launder without charge, uniforms for cooks and nutrition aids.
- 15.07 Employees covered by this collective agreement are required to present to the Hospital each year a copy of their current certification, if applicable, no later than February 15. This deadline can be extended if valid reasons are given.

16.00 CONTRIBUTORY PENSION PLAN

- 16.01 Contributory pension plan shall be available to the full-time employee covered by this Agreement after six (6) months service, such pension plan being in accordance with the Pension Benefit Act, January 1st, 1966.
- 16.02 Joining of the Pension Plan is compulsory according to the said plan.

17.00 INSURANCE PLAN

- 17.01 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible full-time employees, in the active employ of the Hospital, under the insurance plans set out below subject to their respective terms and conditions including any enrollment requirements:
- a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the employ of the Hospital under the Ontario Health Insurance Plan. The Hospital also agrees to credit Quebec residents with an amount equivalent to OHIP premiums. This article shall be applicable as long as Ontario maintains a direct premium system.
 - b) The Hospital agrees to contribute 85% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefit Plan (standard) or comparable coverage with another carrier providing for \$10. (single) and \$20. (family) deductible, providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits coverage will include vision care up to a maximum \$60. for a twenty four (24) month period.

- c) The Hospital agrees to contribute 85% of the billed premiums toward coverage of eligible employees in the active employ of the Hospital under the Group Life Insurance Plan currently in effect for this unit. providing the balance of the monthly premium is paid by the employee through payroll deduction. Such insurance shall include benefits for accidental death and dismemberment.
- d) The Hospital agrees to contribute 50% of the billed premiums. towards coverage of eligible employees in the active employ of the Hospital. under the dental plan (Blue Cross #9 equivalent, current ODA or QDA fee scheduled, \$25 deductible, 80% co-insurance) providing the balance of the monthly premium is paid by the employee through payroll deduction.

18.00 BEREAVEMENT LEAVE

- 18.01 The Hospital will grant a full-time employee three (3) days off with pay in the event of a death in the employee's immediate family. Immediate family includes father, mother, husband, wife, brother, sister, son, daughter, father-in-law, mother-in-law, sister-in-law, and brother-in-law. This leave will be granted for the purpose of attending the funeral or making arrangements for the funeral.
- 18.02 One day off with pay will be granted for the purpose of attending the funeral of a grand-parent of the employee. grand-child. son-in-law. daughter-in-law.
- 18.03 One additional day will be granted if the funeral takes place beyond 500 kilometres.

19.00 JURY DUTY

- 19.01 When a full-time employee is required to serve on a jury he shall be relieved of his duties for such time as it may require. and he shall be paid the difference between his fee as a juror and his earnings for time lost.



20.00 LABOUR-MANAGEMENT COMMITTEE MEETING

20.01 Where the parties mutually agree that there are matters of mutual concern and interest that could be beneficially discussed at a Labour-Management Committee Meeting during the term of this Agreement, the following shall apply:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement. A copy of the minutes of the meeting will be sent to the Union Business Representative.

21.00 APPLICATION OF WAGE INCREASE TO FORMER EMPLOYEES

21.01 Employees who left the employ of the Hospital since the date of the renewal of the contract are entitled to payment of the general wage increase.

21.02 Within 30 days after signing of the Implementation Agreement, the Hospital is to contact such employees by letter at the previous employee's address last known to the Hospital. Copy of the letter shall be sent to the Union. Such employees will have thirty (30) days from the date on which the letter was sent to claim retroactive adjustment in writing.

22.00 DURATION OF AGREEMENT

22.01 ~~This Agreement will be in effect for a period of twenty-four (24) months from September 30, 1986 to September 29, 1988.~~

22.02 It will automatically renew itself from year to year thereafter unless one of the signing parties notifies the other party of its desire to amend the Agreement at least sixty (60) days prior to the date of termination. Notice of proposed amendments shall be in writing, and shall contain the proposed amendments

SIGNED ON BEHALF OF THE HOSPITAL
HOPITAL MONTFORT
MONTREAL R O M
OTTAWA (ONTARIO)

SIGNED ON BEHALF OF THE UNION
INTERNATIONAL UNION OF OPERATION
ENGINEERS, LOCAL 796
TORONTO (ONTARIO)

F
[Signature] [Signature]
[Signature] [Signature]
Ale. Quinica [Signature]
[Signature] [Signature]

DATED AT Montreal THIS 24 DAY OF August 1951.

NAME: _____
SERVICE: _____
EMPLOYEE NUMBER: _____

I WISH TO BE CONSIDERED AS A CANDIDATE FOR THE FOLLOWING JOB POSTING.
DURING MY ABSENCE FROM WORK

FROM: _____ TO: _____

JOB POSTING TITLE	FULL-TIME	PART-TIME	SERVICE	DAY	EVENING	NIGHT

I UNDERSTAND THAT THE ACTUAL APPLICATION WILL BE EFFECTIVE DURING THE
PERIOD OF ABSENCE ONLY. AS SPECIFIED ABOVE.

THIS FORM IS TO BE COMPLETED AT THE HUMAN RESOURCES.

WITNESS: _____

DATE: _____

SIGNATURE: _____

CECULE DES SALAIRES

SALARY SCHEDULE

CLASSIFICATIONS	CODE OCC. CODE	DATE EFFECTIVE DATE	INITIAL	1 / AFTER 1 YEAR	2 ANS AFTER 2 YEARS	3 ANS AFTER 3 YEARS	4 ANS AFTER 4 YEARS
Assistant en Psychiatrie/ Psychiatry Assistant	05	10-09-86	1688. 10.349	1717. 10.524	1760. 10.787	1804. 11.058	
		01-05-87	1729. 10.599	1758. 10.774	1800. 11.037	1845. 11.308	
		30-09-87	1807. 11.075	1836. 11.258	1881. 11.533	1927. 11.816	
Infirmière Auxiliaire/ Registered Nursing Assistant	08	30-09-86	1770. 10.850	1801. 11.043	1840. 11.282	1885. 11.558	
		30-09-87	1850. 11.338	1882. 11.539	1923. 11.789	1970. 12.078	
Préposé aux patients/Orderly	10	30-09-86	1688. 10.349	1717. 10.524	1760. 10.787	1804. 11.058	
Porteur/Porter	65	30-09-87	1764. 10.814	1794. 10.997	1839. 11.272	1885. 11.553	
Aide général/ General Aid	14	30-09-86	1622. 9.944	1659. 10.170			
Aide à la Pharmacie/ Pharmacy Aid	168	30-09-87	1695. 10.391	1734. 10.627			
Laborantin II/ Laboratory Ass. II	58	30-09-86	1784. 10.935	1835. 11.251	1893. 11.605	1931. 11.837	1995. 12.237
Préposé à la Chambre noire/ Dark Room Att.	64	30-09-87	1864. 11.427	1918. 11.757	1978. 12.127	2018. 12.369	2083. 12.730

GRADE DES SALAIRES

SALARY SCHEDULE

CLASSIFICATIONS	CODE	DATE	EFFECTIVE	INITIAL	AFTER				
					1 ANS	2 ANS	3 ANS	4 ANS	
Mecanicien d'entretien/ Maintenance Mechanics	75	30-09-86	2355.	13.535	2399.	2443.	2487.	2531.	
					01-05-87	2399.	2443.	2487.	2531.
					30-09-87	2306	2350	2394	2438
Electricien/ Electrician	77	30-09-86	2325.	14.315	2369.	2413.	2457.	2501.	
					30-09-87	2401.	2445.	2489.	2533.
					30-09-87	2401.	2445.	2489.	2533.
Plombier/Plumber	78	30-09-87	2481.	15.209	2525.	2569.	2613.	2657.	
					30-09-87	2481.	2525.	2569.	2613.
					30-09-87	2481.	2525.	2569.	2613.
Monteur/ Carpenier	79	30-09-86	2137.	13.569	2181.	2225.	2269.	2313.	
					01-05-87	2196.	2240.	2284.	2328.
					30-09-87	2282.	2326.	2370.	2414.
Peintre/Painter	80	30-09-86	2009.	12.316	2053.	2097.	2141.	2185.	
					01-05-87	2068.	2112.	2156.	2200.
					30-09-87	2159.	2203.	2247.	2291.
Homme d'entretien General/ Maintenance Man	81	30-09-86	1872.	11.676	1916.	1960.	2004.	2048.	
					30-09-87	1956.	2000.	2044.	2088.
					30-09-87	1956.	2000.	2044.	2088.

GRILLE DES SALAIRES

SALARY SCHEDULE

CLASSIFICATIONS	CODE DATE	OCC. EFFECTIVE DATE	INITIAL			
			1 AN	2 ANS	3 ANS	4 ANS
Cuisinère/ Semi-cuisinère	87	30-09-86	1688	1739	1790	1841
			10.349	10.659	10.969	11.279
Cuisinère	86	30-09-87	1764	1817	1870	1923
			10.814	11.138	11.462	11.786
Cuisinère à la réception/Réception Clerk	85	30-09-86	1826	1872	1918	1964
			11.194	11.476	11.758	12.040
Cuisinère à la réception/Réception Clerk	84	30-09-87	1908	1956	2004	2052
			11.697	11.992	12.287	12.582
Premier cuisinier/First Cook	92	30-09-86	1863	1932	1991	2065
			11.418	11.844	12.204	12.660
Premier cuisinier/First Cook	91	30-09-87	1946	2019	2080	2158
			11.931	12.376	12.753	13.229
Cuisinier/Cook	93	30-09-86	1810	1872	1932	1991
			11.097	11.476	11.844	12.204
Cuisinier/Cook	94	30-09-87	1892	1956	2019	2080
			11.596	11.992	12.376	12.753
Cuisinier Junior/Junior Cook	95	30-09-86	1622	1678	1732	1782
			9.644	10.285	10.620	10.923
Cuisinier Junior/Junior Cook	96	30-09-87	1695	1753	1810	1862
			10.391	10.747	11.097	11.446
Aide à la nutrition Nutrition Aid	97	30-09-86	1522	1588	1625	1660
			9.516	9.775	9.960	10.179
Aide à la nutrition Nutrition Aid	98	30-09-87	1622	1659	1696	1735
			9.644	10.173	10.706	10.631

CECULE DES SALAIRES

SALARY SCHEDULE

CLASSIFICATIONS	CODE OCC. CODE	DATE EFFECTIVE DATE	INITIAL	1 AN AFTER 1 YEAR	2 ANS AFTER 2 YEARS	3 ANS AFTER 3 YEARS	4 ANS AFTER 4 YEARS
Aide technicien en Salle d'opération/ Operating Room Technician Aid	113	30-09-86	1738. 10.653	1782. 10.923	1827. 11.200	1872. 11.476	
		30-09-87	1816. 11.132	1862. 11.414	1909. 11.704	1956. 11.992	
Technicien en Salle d'opération/ Operating Room Technician	114	30-09-86	1807. 11.077	1837. 11.264	1878. 11.515	1923. 11.786	
		30-09-87	1929. 11.825	1961. 12.020	2006. 12.283	2050. 12.566	
Assistant à la Pharmacie/Pharmacy Assistant	167	30-09-86	1758. 10.775	1808. 11.083	1863. 11.418	1905. 11.676	1969 12.068
Assistant à la Physiothérapie/ Physiotherapy Ass.	70	30-09-87	1837. 11.259	1889. 11.581	1946. 11.931	1990. 12.201	2057. 12.611
Laborantin I/Laboratory AIS. I	57						
Aide I à la C.S.D./ C.S.R. I	172	30-09-86	1622. 9.944	1659. 10.170	1696. 10.382	1729. 10.601	
Préposé à la Distribution/ Distribution Attendant	178	30-09-87	1695. 10.391	1734. 10.627	1770. 10.849	1807. 11.078	
Aide II à la C.S.D./ C.S.R. Aid II	113	30-09-86	1694. 10.382	1729. 10.601	1765. 10.820	1801. 11.038	
		30-09-87	1770. 10.849	1807. 11.078	1844. 11.306	1881. 11.534	
Chef d'équipe C.S.D./ Lead Hand C.S.R.	174	30-09-86	1800. 11.038	1835. 11.251	1872. 11.476	1907. 11.689	
		30-09-87	1881. 11.534	1918. 11.757	1956. 11.992	1993. 12.215	