

SOURCE	HOSP.		
EFF.	9/1/01	01	01
TERM.	9/1/12	31	
No. OF EMPLOYEES	5		
NOMBRE D'EMPLOYÉS	5		

COLLECTIVE AGREEMENT

BETWEEN

**SMIHS FALLS COMMUNITY HOSPITAL  
- SOUTH UNIT -**

(Hereinafter referred as to the "Hospital")  
Party of the first Part

AND:

**INDEPENDENT CANADIAN TRANSIT UNION**

(Hereinafter referred as to the "Union")  
Party of the Second Part

0943/01

0943/01

EXPIRY DATE: December 31, 1991.

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## ARTICLE 1 - PURPOSE

- 1.01 Whereas the parties are desirous of concluding an agreement for the purpose of assuring proper conditions for collective bargaining, for promoting and maintaining industrial stability and harmony respecting the terms and conditions of employment of stationary engineers, have agreed with the other as follows:

## ARTICLE 2 - RECOGNITION

### 2.01 Recognition

The Hospital recognizes the Union as the sole collective bargaining agency for all stationary engineers and persons primarily engaged as their helpers employed in the power house of the Hospital, save and except chief engineers and persons above the rank of chief engineer.

### 2.02 Definitions

#### (a) Regular Full Time Employee

"A full time shift engineer" is an employee who is regularly scheduled to work the normal full time hours referred to in Article 6.01 (or as amended by any Letter of Understanding).

#### (b) Relief Shift Employee

"A relief shift engineer" is an employee who regularly works less than the normal full time hours referred to in Article 6.01 and who is hired for relief or replacement basis and for call-ins as circumstances demand.

#### (c) Job Description and Job Duties

The job description and the job duties for both the Regular Full Time shift engineer and relief shift engineer shall be the same.

## ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the function of the Hospital to manage and direct its operations and affairs in all respects and without limiting or restricting the generality of the foregoing.
- 3.02 To maintain order, discipline, and efficiency and to make, alter, and enforce rules and regulations which rules and regulations shall not be inconsistent with the provisions of this agreement.
- 3.03 To hire, retire, classify, direct, promote, transfer, discipline, suspend, and discharge employees: to assign shifts and increase and decrease the working force, provided that a claim by an employee that he has been discharged without cause may be the subject of a grievance and dealt with as hereinafter provided.

- 3.04 To determine the kind, location, and number of the Hospital's establishments, the service to be rendered, the methods and work procedures, the kinds and locations of machines, tools, instruments and equipment to be used: to select, control and direct the use of all materials required in the operation of the Hospital, to schedule the work to be performed and provided, and to make, alter, and enforce regulations governing the use of materials, facilities and services as may be deemed necessary in the interest of the safety and well-being of the Hospital, patients and the public. The Hospital will Provide a letter of intent within thirty (30) days of any impending changes in methods of work procedures.

**ARTICLE 4 - COMPLIANCE WITH ACT**

4.01 Operating Engineers Act

The Hospital and the Union agree to comply with the Operating Engineers Act of Ontario as revised from time to time.

**ARTICLE 5 - UNION SECURITY AND UNION REPRESENTATION**

5.01 Union Security

It is understood and agreed that all those members covered by this agreement must become and remain members of the Union during the life of this agreement. The Hospital agrees to make deductions from the employee's wages for Union dues within thirty (30) days of employment of new members and for present members immediately upon signing this Agreement, and upon written request of the employee.

5.02 Union Dues

A cheque representing the Union dues deducted and a list from whom such dues have been deducted shall be sent to the Secretary-Treasurer of Local Union 6 within fifteen (15) days of the pay day from which deductions were made. The Union will notify the Hospital in writing as to the amount of the Union dues and any changes thereto.

5.03 Error on Union Dues

The Union shall hold the Hospital harmless with respect to all dues so deducted and remitted and with respect to any liability which the Hospital might incur as a result of such deductions and remittance.

5.04 Union Representation - (Stewards)

In order to provide an orderly and speedy procedure for settling of grievances, the Hospital acknowledges the right of the Union to appoint or elect a steward whose duties shall be to assist an employee who the steward represents in preparing and in presenting his grievance in accordance with the grievance procedure as herein provided.

5.05 Grievance Committee

- (a) The Hospital will recognize a Grievance Committee to attend grievance meetings as provided hereunder. This Committee shall consist of one (1) employee from within the bargaining unit.
- (b) The steward and committee members in performing their functions under the grievance procedure shall not suffer a loss in their regular earnings calculated at the straight time hourly rate for reasonable time lost from duty up to but not including arbitration.

5.06 Time Off on Regular Duties

It is understood that a steward of the Union has his regular work to perform on behalf of the Hospital. If it is necessary for a steward to service a grievance during his working hours, he shall not leave his work without first obtaining permission from his Supervisor. The steward shall report again to his Supervisor at the time of his return to work. Such permission will not unreasonably withheld.

5.07 Negotiating Committee

- (a) The Union may designate a Negotiating Committee consisting of not more than one (1) employee.
- (b) A member of the said Negotiating Committee shall receive preparation time of two (2) hours at his regular rate of pay and receive his regular rate of pay for all hours in direct negotiations following the preparation time. The balance of the employees shift following a negotiation session, for purposes of salary continuity and payment, will be the responsibility of the union. At negotiating meetings with the Hospital for the renewal of the Agreement up to and including the point where the services of a Conciliation Officer are used the above payments shall apply.

5.08 Steward's Names

The Union agrees to supply the Hospital, in writing, with the names of the steward, the currently authorized members of the committees as specified in Article 5, and of any changes thereto when they occur.

5.09 Definition of Steward & Committee Members

All reference to the steward and committee members of the Union in this Agreement shall be deemed to mean steward and committee members of the local Union for this bargaining unit, all of whom are employees of the Hospital.

5.10 Right to Assistance

The Hospital or the Union shall have the right to have the assistance of a representative of the Independent Canadian Transit Union in negotiations, grievance meetings at the 2nd Step, or meetings on other matters of mutual concern to the parties. The representative

of the Independent Canadian Transit Union will make prior verbal arrangements with the Administrator, or his designate, to attend at meetings on the Hospital premises.

- 5.11 (a) In matters pertaining to the disciplining of a member of the bargaining unit, the Hospital will provide a copy of any and all written correspondence sent to the member to the unit's shop steward.
- (b) All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Hospital and the Union designate.

5.12 Labour-Management Committee Meeting

Where the parties mutually agree that there are matters of Mutual concern and interest that would be beneficial if 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.

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

5.13 Health and Safety Committee

- (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one (1) representative selected or appointed by the Union from each bargaining unit.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

ARTICLE 6 - HOURS OF WORK

6.01 Regular Hours of Work

Regular hours of work are to be scheduled on the basis of an eight (8) hour shift. Scheduled shift to average forty (40) hours a week over a period not exceeding four (4) weeks, The Hospital agrees to discuss any change in the work cycle with the Union prior to implementation.



6.02 Posted Schedule

Work schedules shall be posted at least four (4) weeks in advance.

6.03 Overtime work in excess of eight (8) hours a shift or forty (40) hours a week shall be paid at the rate of time and one-half (1 1/2).

6.04 When an employee is required to work more than eight (8) hours in any consecutive twenty-four (24) hour period overtime rates shall apply. This premium shall not apply where a schedule is changed by mutual agreement, or the standard schedule provides less than sixteen (16) hours between shifts.

6.05 It is agreed that an employee may relieve another employee of his regular scheduled shift on the basis of mutual agreement with the consent of the Chief Engineer. On this basis overtime rates shall not be paid.

6.06 When an employee is required to work more than eight (8) hours in any consecutive twenty-four (24) hour period overtime rates shall apply. An employee who works overtime into the afternoon or night shift will receive a pro-rate of the shift premium for the hours actually worked provided he works a minimum of four (4) overtime hours.

6.07 Overtime shall be equitably distributed among members who are available and qualified to perform the required work.

6.08 Overtime work to be paid at the rate of time and one half (1 1/2), or, at the option of the employee, time off, at the rate of time and one-half (1 1/2) in lieu of actual hours worked may be given.

6.09 When an employee is required to work during a period of days off, he shall be paid at one and one-half (1 1/2) times his regular straight time hourly rate for work performed on his first day of rest and double (2) time for all hours worked on each additional day off during that period.

**ARTICLE 7 - CALL-IN OR CALL BACK**

7.01 Any employee called in on his off time shall be paid a minimum of four (4) hours' pay at the rate of time and one half (1 1/2), for call-in and/or call back.

(a) any calls that occur during the minimum guarantee period will be covered by the minimum guarantee.

(b) where the call-in period is continuous with the regular scheduled shift the minimum guarantee shall not apply.

**ARTICLE 8 - SENIORITY**

8.01 Filling Vacancies

(a) In filling all vacancies within the bargaining unit, the principle of seniority, which shall be defined as the length of continuous unbroken service with the Hospital, shall

be recognized by the Hospital subject to <sup>10</sup> skill and ability.

(b) This employee shall be given up to forty-five (45) working days to prove his fitness for the position.

8.02 Internal Applicants

Relief Shift employee employed by the Hospital at either unit, subject to Article 8.05 shall have the opportunity to be interviewed for the posted full time vacancy by the hiring Chief Engineer before other external applicants are considered.

In cases of promotion from within the bargaining unit, this clause shall allow for the opportunity of being given prior consideration for an interview and is not meant to be an automatic transfer to fill full time vacancies, based on accumulated part-time seniority.

8.03 Mutual Agreement

The terms outlined in paragraph 8.01 (b) above may be extended by mutual agreement between the employee and the Hospital.

8.04 Loss of Seniority

An employee shall lose all seniority and his employment shall be deemed to be terminated if he:

- (a) Is discharged, or quits;
- (b) is laid off for twenty-four (24) months;
- (c) is absent from work due to disability which absence continues more than twenty-four (24) months;
- (d) is absent from work without permission for three (3) days or more;
- (e) fail to notify the Hospital of his intention to return to work following lay-off within five (5) working days of the mailing of recall notice by registered post to the last known address recorded with the Hospital;
- (f) fails to report to work within seven (7) calendar days after being notified by the Hospital to report for work;
- (g) fails to return to work upon termination of an authorized leave of absence (including approved vacation or sick leave) or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

8.05 Seniority List

A seniority list shall be established for all full time Engineers covered by this Agreement who have completed their probationary period. A copy of the current seniority list shall be posted on the

respective department's notice board, and filed with the Union Shop Steward and the Ottawa Local Office of I.C.T.U.

Revised lists shall be supplied annually in January, showing the accumulated seniority to the end of the immediate preceding calendar year.

**8.06**      Relief Shift Employee

- (a) Hours worked by Relief Shift Engineers shall be shown on a separate seniority list.

These hours worked shall accrue towards progression for vacation entitlement (reference to Article 11.02 & 11.03). These seniority hours shall not be retained by the relief shift employee in the event that he is transferred to full time status.

Effective January 1, 1991, an employee whose status is changed from relief to full time or visa versa, he shall receive credit for his seniority and service on the basis of one year for each 1725 hours worked. For the job posting provision, seniority can only apply to their respective classifications in which the job posting occurred.

- (b) An employee who transfers from relief to full time status shall not be required to serve another probationary period when he had previously completed one since his date of last hire. Where no such Probationary period has been served or completed, the number of tours worked during the nine (9) months immediately preceding the transfer shall be credited towards the probationary period.

**8.07**      Job Posting

Where a permanent vacancy occurs within the bargaining unit, such vacancy shall be posted for a period of seven (7) calendar days. Employees may make written application within the time period referred to herein.

Vacancies will be posted within the department prior to external advertisement.

**ARTICLE 9 - PROBATION**

**9.01**      (a) Refers to Full Time Employees

A new employee shall be considered a probationary employee until he has completed a period of forty-five (45) days worked for the Hospital as a full time employee working forty (40) hours per week and the dismissal of a probationary employee shall not be open to questions by the Union nor shall the dismissal be subject of a grievance.

(b) Refers to Relief Shift Employees

A new employee will be considered on probation until he has successfully completed 337.5 hours of work. If retained after the probationary period, the relief shift employee shall be credited with the seniority for the 337.5 hours worked. With the written consent of the Hospital, the probationary relief shift employee and the Union, such probationary period may be extended for a period up to 225 hours worked. Dismissal of a probationary employee shall not be open to question by the Union nor shall it be the subject of a grievance.

9.02 After the new employee's probationary period has been completed, the employee's seniority will start from the date of employment. Also, refer to Article 8 - Seniority.

ARTICLE 10 - PAID HOLIDAYS

10.01 The following statutory holidays will be recognized by the Hospital as paid holidays, subject to the condition herein:

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

To be eligible for payment for a holiday, the employee must work his normally scheduled shift on the day preceding and the day succeeding the holiday, unless excused by the Hospital. The employee must work his scheduled shift when it falls on the day of the holiday. An employee when required to work on a statutory holiday will receive in addition to the payment for the said holiday, additional pay for the number of hours worked at his normal rate and half, provided he may elect to take a day off in lieu of the holiday worked or to take the pay only. Such election must be made prior to the day of execution of this agreement. If one of these holidays occurs on an employee's day off, he shall be paid for it at straight-time rate.

In addition to the above mentioned holidays, the employees shall be entitled to a twelfth holiday in the form of an eight (8) hour floating holiday.

10.02 Paid Holidays : Qualifiers

The following regulations will govern the granting of holidays for full-time employees,

- (a) Employees who are not required to work on the above holidays shall be given the day off with pay.
- (b) AA employee required to work or any of the foregoing eleven (11) designated holidays shall be paid at time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday.

- (c) If an employee qualifies under the provisions of (f) below he will receive a lieu day off at his regular straight time rate of pay, such day to be granted within ninety (90) days of the date on which the holiday was observed, to be taken on a day to be arranged between the employee and the Hospital. (See Letter of Understanding: Shift Schedule). Notwithstanding the foregoing, a Shift Engineer may be permitted to accumulate a maximum of three (3) such lieu days. The time could be increased under the Hospital's discretion.
- (d) Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive twice (2) his regular straight time hourly rate for such authorized overtime.
- (e) Holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular straight time rate of pay.
- (f) In order to qualify for payment for each holiday, the employee must have been in the employ of the Hospital for thirty (30) days. The employee must have worked his full scheduled shift immediately preceding and his full scheduled shift immediately following the holiday and work his shift on the holiday when scheduled to do so unless excused by the Hospital.
- (g) Employees who are on a leave of absence without pay and which leave is in excess of twenty (20) days, shall not be entitled to receive payment for designated holidays that are observed during such leave of absence.
- (h) Holiday pay, for an employee working the standard hours per day, as set out in Article 6.01 is defined as the amount of straight-time hourly pay exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.
- (i) When a holiday falls within an employee's vacation period, and he qualifies for payment of the holiday, subject to (f) of this Article, it shall be added to his vacation period or scheduled at a mutually agreeable time.
- (j) **When** a holiday falls on an employee's day off and he qualifies for payment of the holiday subject to (f) of this Article, he will be granted another day off at a mutually agreeable time.

NOTE: Members working twelve (12) hour shifts, shall receive twelve (12) lieu days off to consist of eight (8) hours each.

10.03 Where an employee is required to work authorized overtime in excess of his regularly scheduled shift on a paid holiday, such employee shall receive twice (2) his regular straight time hourly rate for such authorized overtime hours worked on the paid holiday.

ARTICLE 11 - VACATIONS

**11.01**      Entitlement - Full Time

Vacations will be granted on the following basis:

For the vacation year January 1 to December 31, 1991.

- (a) During their first three (3) years of active employment they will be credited with 6.667 hours for each month of continuous service in each twelve (12) month period, which is equivalent to two (2) weeks accumulated vacation in each year.
- (b) After three (3) years of continuous service and during subsequent years, up to eight (8) years of active employment, they will be credited with 10.00 hours for each month of continuous service in each twelve (12) month period, which is equivalent to three (3) weeks' accumulated vacation in each year.
- (c) Effective January 1, 1986, upon completion of eight (8) years' active employment, they will be credited with 13.333 hours for each month of continuous service in each twelve (12) month period, which is equivalent to four (4) weeks' accumulated vacation in each year with pay in the amount of eight percent (8%) of gross earnings.
- (d) Effective January 1, 1989, upon completion of sixteen (16) years' active employment they will be credited with 16.667 hours for each month of continuous service in each twelve (12) month period, which is equivalent to five (5) weeks' accumulated vacation in each year with pay in the amount of ten percent (10%) of gross earnings.

Effective January 1, 1990, upon completion of fifteen (15) years' active employment they will be credited with 16.667 hours for each month of continuous service in each twelve (12) month period, which is equivalent to five (5) weeks' accumulated vacation in each year with pay in the amount of ten percent (10%) of gross earnings.

- (e) Effective January 1, 1989, upon completion of twenty-five (25) years' active employment they will be credited with 20 hours for each month of continuous service in each twelve (12) month period, which is equivalent to six (6) weeks' accumulated vacation in each year with pay in the amount of twelve percent (12%) of gross earnings.

**11.02**      Vacation pay for relief shift employees to be paid will equate to salary continuation for the time earned or 4%, 6%, 8%, 10%, or 12% (whichever is appropriate based on service) whichever is the greater. Such amount to be paid bi-weekly.

**11.03**      If an employee works less than 1640 hours in the vacation year', he will receive vacation pay based on the appropriate percentage of gross salary for work performed during the vacation year.

**11.04**      Should any employee terminate with less than two (2) weeks notice the vacation pay requirements of the Employment Standards Act will apply.

11.05 Request for Vacation

Members may make written request for the vacation period of their respective choice on a notice posted for this purpose by the Hospital. Members will be given preference with respect to vacation periods in accordance with their seniority.

11.06 Scheduling Vacation

The Hospital shall, however, reserve the final decision with respect to the scheduling of vacations at a mutually agreeable time based upon the efficient operation of the Hospital to maintain the quality of patient care and the seniority ranking of the members.

11.07 Illness During Vacation

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 provision will not be counted against the employee's vacation credits.

**ARTICLE 12 - JURY DUTY**

12.01 Leave of Absence

When an employee is required to serve on a jury, crown witness duty, or participate otherwise when called by any court with the power of subpoena the employee shall be relieved of his duties for such time as it may require, and shall be paid the difference between his fee as a juror and his earnings for time lost.

**ARTICLE 13 - BEREAVEMENT LEAVE**

13.01 In the event of a death in the family the employee will be granted a leave of absence of up to three (3) working days, for attendance or assistance at the funeral during his regular working shift. The employee shall be re-imbursed for these days on a basic salary rate.

13.02 Immediate Family

"Family" means husband, wife, brother, sister, son, daughter, mother or father, mother or father-in-law, brother or sister-in-law and grandchild.

In the event of death of an employee's grandparent and daughter or son-in-law, the employee will be granted a leave of absence with pay for a maximum of one (1) working day for the purposes of attending the funeral.

## ARTICLE 14 - EDUCATIONAL LEAVE

### **14.01**      Educational Course Program

The hospital has a program which allows its' employees to take part in continuing educational courses related to the terms of their employment. Employees who wish to take job related courses must fulfill the following requirements:

- a) The employee must make a written request to the Chief Engineer prior to registering in the course, outlining the details of the course and the reason for proposing to take the course.
- b) The request will then be discussed jointly by the Chief Engineer, the employee and the hospital's Personnel Officer.
- c) In considering the request, the hospital will take into account, the number of other staff who have completed or are currently taking a similar course and the operational benefit to the plant and employer if this particular course request were to be approved.

### **14.02**      Course's Cost

If approved by the hospital, the employee's course tuition costs and required course textbooks, shall be fully paid, provided that the employee successfully passes the course,

**14.03**      If the employee voluntarily leaves the hospital's employ within one (1) year of graduating from the course, the employee will refund the full cost of the course and textbooks to the hospital.

**14.04**      Paragraph 14.03, shall not apply, if the hospital requires the employee to take the course as a condition of employment.

**14.05**      If the employee must be absent from work to write an examination, there shall be no loss of pay, benefits and no reduction of seniority for the hours required to write the examination. The employer agrees to facilitate a shift change in order for the employee to write the examination. The hospital in deciding the employee's request, will take into regard, the operational safety of the plant should satisfactory alternate shift arrangements not be possible in allowing the employee to write this exam.

**14.06**      The Hospital shall not act unreasonably in both deciding to approve a course request, and in allowing time off to write an examination.

## ARTICLE 15 - NO LOCKOUTS/NO STRIKE

**15.01**      The Hospital shall not cause or direct any lockout of its members and the Union shall not cause, direct or 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 members and if such action should be taken by the members, the Union shall instruct its members to return to work and perform their usual duties.



## ARTICLE 16 - NO DISCRIMINATION OR INTIMIDATION

- 16.01 The Hospital agrees that no discrimination or intimidation will be practiced or permitted by any of its officials, officers, supervisors, or otherwise, against any employee by reason of or arising out of, directly or indirectly, trade union membership or activity.

## ARTICLE 17 - HEALTH AND EARNED BENEFIT PLANS

- 17.01 The Hospital agrees to pay, for all eligible members, one hundred percent (100%) of the billed premium for the Ontario Health Insurance Plan (OHIP); one hundred percent (100%) of the billed premium for the Hospital of Ontario Group Life Insurance Plan (HOOGLIP); **seventy-five** percent (75%) of the billed premium of the current Extended Health Care Plan.

(a) Semi-private

Effective the first of the month following satisfaction of enrollment requirements, the Hospital agrees to contribute one hundred percent (100%) of the premium for Semi-private Hospitalization Insurance for each full time employee in the active employ of the Hospital.

(b) Extended Health Care

The Hospital agrees to contribute **seventy-five** percent (75%) of the premium for the existing Extended Health Care Plan on behalf of each active employee of the Hospital, the balance being paid by the participating employee through payroll deduction.

In addition to the standard benefits, coverage will include a vision care rider (a maximum of \$100.00 every 24 months).

(c) Life Insurance

The Hospital agrees to contribute one hundred percent (100%) of the premium for the existing Life Insurance Plan on behalf of each active employee.

(d) Dental

Effective the first of the month following satisfaction of enrollment requirements, the Hospital agrees to contribute fifty percent (50%) of the premium towards **Blue Cross Dental Plan #9 (or equivalent)** current O.D.A. fee schedule on behalf of each active employee, the balance being paid by the participating employee through payroll deduction. Effective April 1st, 1990, the hospital's contribution to the dental plan will be **seventy-five** percent (75%).

17.02 Pension Plan

All present members enrolled in the Hospital's pension Plan shall maintain their enrollment in the plan subject to its terms and conditions. New members and members not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan

when eligible in accordance with its terms and conditions.

17.03 Change of Carrier

The Hospital may at any time substitute another carrier for any Plan (other than O.H.I.P.) provided that the benefits provided thereby are substantially the same. Such substitution will not occur on less than sixty (60) days' notice to the Union.

17.04 Benefits During Leave Without Pay

When an employee is on approved absence without pay, the Hospital shall not contribute to the payment of subsidized employee benefits past the end of the month following the date the absence began, and the employee will become responsible for payment of subsidized employee benefits in which he is participating for the period of the absence.

In order to ensure coverage, members may arrange with the Hospital to prepay the full premium for such benefits for the entire period of the absence.

17.05 Benefits for Relief Shift Employees

A relief shift employee shall receive in lieu of all Health and fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, call-back pay, special pay allowance, jury and witness duty, and bereavement pay) an amount equal to fourteen percent (14%) of his regular straight time hourly rate for all straight time hours paid retroactive to January 1st, 1988.

For all employees hired after April 1, 1990 the percentage in lieu of all Health and fringe benefits mentioned above shall be reduced to 12.5% of his regular straight time hourly rate for all straight time hours paid. Effective January 1, 1991 the percentage in lieu of benefits will be 13 % and if the employee joins the Hospitals of Ontario Pension Plan the percentage in lieu of benefits shall be 9%.

ARTICLE 18 - ARBITRATION PROCEDURE - DISCHARGE GRIEVANCE

18.01 Grievance

A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement.

18.02 Complaint

It is the mutual desire of the parties hereto that complaints or grievances of members shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his Supervisor the opportunity of adjusting his complaint.

If an employee has a complaint, he shall discuss it with his Supervisor within seven (7) days after the circumstances giving rise to the complaint have originated or occurred.

If the Supervisor is unable to adjust the complaint to their mutual satisfaction within seven (7) days, the employee may proceed with the grievance procedure within seven (7) days following the Supervisor's decision.

**18.03**      Grievance Procedure

A grievance of an employee properly arising under this Agreement shall be adjusted and settled, as follows:

Step No. 1

The employee, with the assistance of his steward, if the employee so desires, may submit a written grievance, signed by him, to his Supervisor. The nature of the grievance, the remedy sought and the article or articles of the Agreement that are alleged to have been violated shall be set out in the grievance.

The Supervisor will deliver his decision, in writing, within three (3) days following the day on which the grievance was presented to him (or any longer period which may be mutually agreed upon). Failing settlement, the next step in the grievance procedure may be taken.

Step No. 2

Within five (5) days following the decision under Step 1, the Committee referred to in Article 5.05 hereof may submit the written grievance to the Hospital Administrator (or his appointee) at which time the matter will be reviewed and a decision in writing of the Hospital will be given within ten (10) days following the date on which deliberations have commenced under Step 2. The parties shall at the request of either party, meet to discuss the grievance at a time and place suitable to both parties. A representative of the Union may be present at the request of either the Hospital or the Union. It is understood that the Hospital Administrator or his appointee shall have such counsel and assistance as he may desire at any meeting with the Grievance Committee.

**18.04**      Failing a settlement under Step No. 2 of any difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration as provided for in Article 18.09. If either party desires to go to arbitration it must notify the other party within ten (10) days after the decision in Step No. 2 is given.

**18.05**      Time Limits

Any grievance not submitted within the time limits nor advanced by the grieving party within the time limits provided herein for each step of the grievance procedure shall be deemed to have been dropped.

Where no answer is given within the time limits specified in the — grievance procedure, the grieving party shall be entitled to submit the grievance to the next step of the grievance procedure.

18.06 Policy Grievance

A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement, shall be originated under Step No. 2. Failing settlement under Step No. 2 within ten (10) days, it may be submitted to arbitration in accordance with Article 18.04. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby by-passed. Any grievance by the Hospital or the Union as provided in this paragraph must be commenced within ten (10) days after the circumstances giving rise to the complaint have occurred.

18.07 Group Grievance

Where two (2) or more members have a common grievance, one (1) employee may be selected to present the grievance on behalf of the group therein, and the grievance may be submitted at Step No. 1 of the grievance procedure.

18.08 It is understood and agreed that the release or discharge of a probationary employee during the probationary period shall not be the subject of a grievance or arbitration.

18.09 Arbitration

When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing by registered mail, addressed to the other party to this Agreement and at the same time nominate an arbitrator. Within five (5) days thereafter the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the parties involving arbitration procedure. The two (2) arbitrators so nominated shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of five (5) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairman.

18.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, nor who has, within a period of six (6) months preceding the date of his appointment, been an employee or a member of the Hospital Board.

18.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

- 18.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify, and to or amend any part of this Agreement.
- 18.13 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and, where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee or members concerned.
- 18.14 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairman of the Arbitration Board.
- 18.15 Where both parties agree, a single arbitrator may be substituted for a Board or Arbitration. In such cases, the parties shall endeavour to agree on the selection of an arbitrator.
- 18.16 Saturdays, Sundays and paid holidays as set out in Article 10 will not be counted in computing the time within which any action is to be taken or completed under the provisions of Article 18.

18.17 Discharge Grievance

In the event of an employee who has attained seniority, that as, passed his probationary period, being discharged or suspended from his employment, and the employee claims he has been unjustly discharged or suspended, the matter may be treated as a grievance if a written statement of such grievance is lodged with the Hospital at Step No. 2 of the grievance procedure, Article 18.03, in the case of discharge, or Step No. 1 in the case of suspension, within seven (7) calendar days after the discharge or suspension is effected. Such special grievances may be settled by:

- (a) Confirming the Hospital's action in discharging or suspending the employee;
- (b) reinstating the employee without loss of seniority and with full compensation for time lost; or
- (c) any other arrangement which is justified and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

- 18.18 No adjustment affected under the Grievance Procedure shall be made retroactive prior to the date the grievance was formally discussed or presented to the Hospital under the Grievance Procedure.

**ARTICLE 19 - GENERAL**

19.01 Uniforms

The Hospital agrees to supply three (3) pair of pants and three (3) shirts for each full time employee upon completion of his probationary period and thereafter will issue two (2) pair of pants and two (2) shirts in each subsequent year. (Such renewal uniforms shall be issued in February of each year. It is understood that no

employee shall be issued uniforms more than once in any twelve (12) month period. Members shall be permitted to keep the old uniforms.) Each employee will be issued with one (1) pair of coveralls each year.

Fox relief shift employees, the Hospital agrees to supply two (2) pair of pants and two (2) shirts upon completion of his probationary period and thereafter will issue one (1) pair of pants and one (1) shirt in each subsequent year. (Such renewal uniforms shall be issued in February of each year. It is understood that no employee shall be issued uniforms more than once in any twelve (12) month period. Members shall be permitted to keep the old uniforms).

**19.02      Safety Shoes**

The Hospital agrees to contribute forty dollars (\$40.00) per calendar year (such payments are to be made in February of each year) toward the cost of CSA approved safety footwear for all full time employees. The wearing of such footwear is a condition of employment for all employees.

For part-time employees, the Hospital agrees to contribute twenty dollars (\$20.00) per year (such payment are to be made in February of each year) toward the cost of CSA approved safety footwear.

**19.03      Safety-Protective Eyeware**

The Hospital agrees to furnish sufficient number of protective eyeware (CSA approved goggles) for the use of the on-duty employee.

**ARTICLE 20 -- WAGES**

**20.01**      The wage rates to be paid to members covered by this agreement are: effective:

Shift Engineer (4th Class)	January 1, 1991 \$14.933 per hour	July 1, 1991 \$15.381 per hour
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**I      21 -- SHIFT & WEEKEND PREMIUM**

**21.01**      (a) Shift Premium

Members who work a full afternoon or night shift will receive a shift premium as follows:

Effective January 1, 1991, fifty cents (\$0.50) per hour.

An employee who works overtime into the afternoon or night shift will receive a pro-rate of the shift premium for the hours actually worked provided he works a minimum of four (4) overtime hours.

An afternoon or midnight shift shall be any shift which commences or ends between 1600 and 0800 hours.

(b) Weekend Premium

Effective April 1, 1990, members who work any hour on the weekend between Friday midnight and Sunday Midnight shall receive a weekend premium of forty-five cents (\$0.45) per hour.

ARTICLE 22 - STANDBY PAY

22.01 An employee who is required to be on standby shall receive an allowance of one dollar and twenty-five cents (\$1.25) per hour of standby. The pay for standby will not be deducted from call-back pay when an employee is called back to work during the standby period. This will be effective the first pay period following larch 03, 1982.

ARTICLE 23 - PYRAMIDING

23.01 Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one (1) provision in this agreement only, even though hours worked may be premium payment hours under more than one (1) provision. In such circumstances the higher premium will be applied. The provisions of this clause will not negate any entitlement to shift premium.

ARTICLE 24 - WORK SECURITY

24.01 The Hospital and the Union agree that the assignment of work functions covered by the Union of Operating Engineers Act shall not be made to managerial personnel outside the bargaining unit (except in cases of emergency nature) where qualified bargaining unit personnel are reasonably available to do such work. Nothing in this paragraph shall interfere with the normal performance of duties such as the instruction of employees, the inspection of equipment or process of research.

ARTICLE 25 - SICK LEAVE AND LONG TERM DISABILITY

25.01 The Hospital will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan (HOODIP) or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction. For the purpose of the transfer to the short term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long term portion of the disability program employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the employee on the effective date of the transfer. The sick leave bank shall be utilized to:

- (a) supplement payment for sick leave days under the new programs which would otherwise be at less than full wages; and
- (b) where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout:
- (c) where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payment.

The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

25.02 Absence for sickness or accident compensable by the Workmen's Compensation Board will not be charged against sick leave benefits.

#### **ARTICLE 26 - TECHNOLOGICAL CHANGE**

26.01 The Hospital agrees that should a reduction or down-grading in staff due to technological change be imminent, a written notice of at least **six (6)** months will be given to affected employees.

- (a) In the event of a lay-off or proposed lay-off of members resulting from an innovative change in the technology utilized in the Hospital's power house, the Hospital shall upon the request of the Union meet it to consider alternative employment opportunities in the Hospital and the training required to prepare eligible members for such opportunities.

If no immediate suitable employment opportunities are available in the Hospital, the Hospital will request the Federal and Provincial Manpower Departments to assist the members in such training programs as will qualify them for appropriate employment opportunities.

- (b) The Hospital will notify the Union in advance, so far as is practicable of the date members may be laid off as a result of the change in technology.
- (c) An employee whose position becomes redundant shall be given the opportunity to fill any vacancy in the bargaining unit for which he has seniority and if there is no vacancy, to bump the junior employee working in the bargaining unit. In filling either position, the employee must possess the necessary knowledge, proficiency and skill to perform the functions of his new



position and shall be given a trial period of up to thirty (30) days in which to demonstrate his suitability and retain his employment.

#### **ARTICLE 27 - CLASSIFICATION**

- 27.01 An employee will be paid the classification rate while performing authorized work in a higher rated classification provided the work performed is for a minimum of a full shift and the employee assumes the responsibility of the shift.
- 27.02 Where in the event a shortage of qualified operating engineers occurs, and the Hospital assigns an engineer holding a lower ticket, such engineer will receive the hourly rate for the classification in which he is relieving, and may be given a period not exceeding one (1) year to secure the ticket required for the position. Failure to secure the ticket will result in the employee reverting to his ticket rate. This provision will not apply in hospitals where a relief engineer rate has been established.

#### **ARTICLE 28 - COLLECTIVE AGREEMENT**

- 28.01 Copies of this Agreement shall be prepared by the Hospital on a fifty-fifty cost sharing basis by the parties hereto. Copies shall be given to all current and new employees by the Union representatives.

#### **ARTICLE 29 - PERSONNEL PROVISIONS**

- 29.01 Resignation
- Fourteen (14) calendar days advance written notice of resignation from Hospital shall be given by employees covered by this Agreement.
- 29.02 Termination Pay
- Employees leaving the service of the Hospital shall be paid on the normal pay day which encompasses the pay period in which their last day of work is completed.

#### **ARTICLE 30 - TERM OF AGREEMENT**

- 30.01 Duration
- This Agreement shall continue in effect for one Year until December 31, 1991 and shall remain in effect from year to year thereafter, unless either party gives the other party written notice of termination or desire to amend the Agreement; in accordance with the following:

30.02

Notice for Renewal

Either party may notify the other within the period from ninety (90) days to sixty (60) days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement. If notice of amendment or termination is given by either party, the other party agrees to meet for the purposes of negotiations within thirty (30) days after the giving of notice if so requested.

EXECUTED AND DATED AT SMITHS FALLS, ONTARIO THIS 3rd DAY OF February 1992

FOR THE UNION

Randy Cron  
Linda Head  
Mick Hillard  
Dany M

FOR THE HOSPITAL

[Signature]  
[Signature]  
Shirley Rogers  
M. Roger Nadeau

UTTER OF UNDERSTANDING

BETWEEN

SMITHS FALLS COMMUNITY HOSPITAL

AND THE

INDEPENDENT CANADIAN TRANSIT UNION  
SOUTH WIT - LOCAL 6

The parties agree to the following terms and conditions for the term of the Collective Agreement.

1. SPECIAL PAY ALLOWANCE

Effective January 01, 1988, members, who are called out of the Power House to perform duties and functions, not normally specified in the Stationary Engineer's Job description, between 0800 and 2000 hours (Monday through Sunday), will receive a premium of .40 (forty cents) an hour to be calculated for a 12 hour shift. For shifts worked between the hours of 2000 and 0800 hours, the following day, payment will not be applicable.

Also, the Special Pay Allowance will cease to be paid, if and when, the Operating Engineers are no longer required to perform such duties in the future.

2. DISTRIBUTION OF OVERTIME HOURS OF WORK

Those hours or shifts which become 'available' as a result of changes made to the regularly posted work schedule involving illness, vacations and special requests (approved leaves of absences); they shall be initially assigned to the relief shift engineer.

In the event that the relief shift engineer will exceed an eighty (80) hour worked limit in a two (2) week pay period, any remaining "available" hours or shifts will then be offered to the regular full time employees as overtime. These overtime hours will be equitably distributed amongst the full time staff based on seniority.

DATED AT SMITHS FALLS, THIS 3rd DAY OF February 1992

FOR THE UNION

Rad Cron  
Cindy Lund  
Julie Hillwood  
[Signature]

FOR THE HOSPITAL

[Signature]  
[Signature]  
Shirley Rogers  
M. Ross Nadeau

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SMITHS FALLS COMMUNITY HOSPITAL**

**AND THE**

**INDEPENDENT CANADIAN TRANSIT UNION  
SOUTH UNIT - LOCAL 6**

The Hospital accepts the request of the South Unit Operating Engineers to implement on a trial basis, that the shift schedules will be changed from eight (8) hours per shift to twelve (12) hours per shift. The hours of work to be averaged forty hours (40) per week over a four (4) week period.

Both parties accept that time and one half (1 1/2) (overtime premium) will not be paid for the hours worked, in excess of the basic eight (8) hours per shift of the new twelve (12) hour shift.

For Statutory Holidays, time off in lieu of pay will be given at eight (8) hours for a twelve (12) hour shift that is worked. A maximum of twenty-four (24) hours may be accumulated. Time off in lieu of pay must be taken or paid out within ninety (90) days of the Statutory Holiday having taken place.

This change in the work schedule and hours of shift will be on a trial basis for six (6) months, at the end of which the work schedule may return to the standard eight (8) hour shifts at the option of either the hospital or the Operating Engineers.

If the option of reverting back to eight (8) hour shifts is not exercised by either party, the twelve (12) hour shift will continue for periods of six (6) months, indefinitely, or until such time, as either party may exercise its option to revert to the regular eight (8) hour shifts by giving one (1) month notice.

Where a twelve (12) hour shift schedule arrangement has been mutually agreed to, overtime premium will not be paid until the employee has completed his regular scheduled twelve (12) hour shift.

**DATED AT SMITHS FALLS, THIS 3rd DAY OF February, 1992**

FOR THE UNION

Paul Cron  
Cindy Lead  
Julie Hillard  
Gary

FOR THE HOSPITAL

[Signature]  
[Signature]  
Shirley Rogers  
M. Roger Hindman

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SMITHS FALLS COMMUNITY HOSPITAL**

**AND THE**

**INDEPENDENT CANADIAN TRANSIT UNION  
SOUTH UNIT - LOCAL 6**

**SUBJECT: MEDICAL CERTIFICATES**

If the Hospital requires an employee to produce a medical certificate substantiating that the employee, in the opinion of the medical doctor, was unable to work because of illness in the case of an absence of less than three (3) consecutive days, and such certificate is not customarily required in absences of that duration, the Hospital shall notify the employee in writing beforehand.

DATED AT **SMITHS FALLS**, THIS <sup>7</sup> 2 DAY OF *February*, 1992

**FOR THE UNION**

*Rand Cron*  
\_\_\_\_\_  
*Cindy Reed*  
\_\_\_\_\_  
*Julie Hillard*  
\_\_\_\_\_  
*Dany*  
\_\_\_\_\_

**FOR THE HOSPITAL**

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Shirley Rogers*  
\_\_\_\_\_  
*M. Roger Nadreau*  
\_\_\_\_\_

LETTER OF UNDERSTANDING

30

BETWEEN

SMITHS FALLS COMMUNITY HOSPITAL

AND THE

INDEPENDENT CANADIAN TRANSIT UNION  
SOUTH UNIT - LOCAL 6

SUBJECT: OFFICE SPACE

The Hospital agrees to provide to the employees of the bargaining unit, an office area that reduces noise, heat and cold, inside the boiler room area.

DATED AT SMITHS FALLS, THIS 3rd DAY OF February, 1992

FOR THE UNION

Rand Iron  
Cindy Reed  
Jillie Hillard  
[Signature]

FOR THE HOSPITAL

[Signature]  
[Signature]  
Shirley Rogers  
M Roger Nadeau