
COLLECTIVE AGREEMENT

SOURCE	H.O.P.		
EFF.	91	09	23
TERM.	93	09	29
NO. OF EMPLOYEES	103		
NOMBRE D'EMPLOYES	92		

By And Between

HÔPITAL MONTFORT

- And -

***INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 796 (Group B)***

Duration: September 23, 1991 to September 29, 1993

0984801

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COLLECTIVE AGREEMENT

By and Between

HÔPITAL MONTFORT
MONTREAL ROAD
OTTAWA (ONTARIO)

- AND -

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 796
OTTAWA (ONTARIO)

1.00 RECOGNITION - EXCLUSIONS - DEFINITIONS

1.01 The Hospital recognizes the Union as the sole bargaining agent for all employees whose classifications are described in the certification awarded by the Ontario Labour Relations Board on the 23rd day of September 1991.

1.02 *Full-time employees*

A full-time employee is defined as an employee who regularly works the normal hours per week as defined in article 7.00.

1.03 *Part-time employees*

a) *Regular part-time*

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 schedule.

b) *Casual part-time*

Is an employee who agrees to be available for work at the Hospital on a generally undetermined schedule and for whom no pre-determined schedule generally exists.

1.04 Permanent employees

A permanent employee is defined as an employee who, to the satisfaction of the Hospital, has completed his probationary period and to whom continuous employment is granted.

1.05 Temporary employees

A temporary employee is defined as an employee hired for a fixed period of time irrespective of the status of the position.

1.06 Promotion

Means the transfer of an employee from one position to another made up of a higher function and for which the maximum in the salary scale is higher.

1.07 Transfer

Means a change for an employee from one position to another with or without a change in classification but for which two (2) positions the maxima in the salary scale are identical.

1.08 Demotion

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 Hospital.

2.00 MANAGEMENT'S PREROGATIVES

2.01 The Union recognizes that hospital administration and personnel management is and remains the exclusive responsibility of the Hospital, subject to specific restrictions as expressly provided for in the collective agreement or by law,

The Union also recognizes the right of the Hospital to hire, appoint, retire, discharge, direct, promote, demote, classify, transfer, dismiss, recall or suspend employees, to manage its affairs in all respects or to alter its Rules and Regulations. However, the Hospital shall respect the provisions of this Agreement, The Hospital shall inform the Union of all changes made to the Rules and Regulations affecting employees.

- 2.0. Neither the Hospital nor the employees nor the Union shall make threats, set limitations or exercise discrimination for reasons of race, colour, nationality, ethnic origin, sexual orientation, sex, legal status, age, affiliation or non-affiliation to a religion, political opinion, handicap or the exercise of a right granted under this Agreement and/or the laws of the province of Ontario.

3.00 UNION SECURITY

- 3.01 It is understood and agreed by the two (2) parties to this Agreement that, in the best interests of both parties, all those recognized as coming under this Agreement and 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. The Hospital agrees to provide, on a monthly basis, a list of newly hired employees in the bargaining unit.
- 3.03 The Hospital will deduct from the pay of employees covered by this Agreement the weekly union dues and any special dues as determined by the Union's Constitution or by the Union. The Hospital will forward to the Union Headquarters once each month a cheque for the dues so deducted. The Union shall hold 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 kept in the employee's file and one copy shall be filed with the Union.
- 3.05 The Hospital shall grant a maximum period of fifteen (15) minutes to a Union Delegate who wishes to meet with new employees, during the general orientation day provided to new employees. The purpose of the meeting will be to acquaint the employee with the Union Delegate and to inform him about the Collective Agreement.
- 3.06 The Union agrees that no Union activity, solicitation for membership or collection of dues will be made on Hospital premises 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) delegates and a grievance committee not in excess of three (3) delegates.

Recognizing its responsibility under the applicable law, the Hospital agrees to accept as members of the Health and Occupational Safety Committee at least one delegate selected or appointed by the Union from among employees in the bargaining unit.

- 4.02 The Hospital agrees to grant such delegates the time required to process and finalize grievances and negotiations, to attend grievance resolution meetings or to participate in the administration of this Agreement. Delegates must obtain prior authorization from their immediate supervisor at least twenty-four (24) hours prior to leaving their work. These privileges apply only when said delegates are jointly engaged in undertakings with Hospital Representatives.
- 4.03 The Hospital agrees to pay the salary of Union Delegates engaged in negotiations and/or grievances up to but not including conciliation.
- 4.04 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 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.
- The Hospital agrees to continue paying a maximum of three (3) Union Delegates who must attend such meetings during their normal working hours.

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. It is also 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 ten (10) calendar 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 Delegate.
- 5.02 Failing satisfactory resolution within ten (10) calendar days after the complaint has been made, the matter may then be processed as a grievance.
- 5.03 A grievance is defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement.
- 5.04 Should an employee have a grievance to file, the said employee shall ensure that work is not interrupted. Further, the employee or Union Delegate shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union Delegate is required to enter a service in which he is not ordinarily employed, he shall, immediately upon entering such service, report his presence to the supervisor of that service. Upon resuming regular duties, such delegates shall report to their immediate supervisor.

5.05 Unless as otherwise specified, the following shall be 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 ten (10) calendar days. The employee may be present if he so requests. The parties shall endeavour to settle the matter within ten (10) calendar days.

STEP TWO

If settlement is not reached under step one, a meeting between the Assistant Executive Director of Human Resources or his representative and the Grievance Committee shall be held within a further ten (10) calendar days. It is understood that a Union Representative may attend the meeting. Should a settlement not be reached, the grievance may be submitted to arbitration by one or the other party. If no request is made in writing within the twenty (20) calendar days following the step two decision, the grievance shall be considered to have been withdrawn.

5.06 Should either party request that the case go to arbitration under the provisions of the previous subsection, they must address their request in writing to the other party and designate a nominee within the following twenty (20) calendar days. The other party shall designate a nominee within that same time frame. The two (2) nominees shall attempt to agree on the selection of 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.

5.07 Should a certain number of employees have a common complaint for which all are entitled to file individually, they may prepare the written complaint collectively, have it signed by each of the employees involved and deliver it to the Assistant Executive Director of Human Resources or his representative within fourteen (14) calendar days following the circumstances giving rise to the complaint. The Union may, under exceptional circumstances, file and sign the grievance on behalf of the employees with the Hospital's consent. The grievance shall be dealt with following the procedure set out in step two of the grievance procedure.

5.08 A direct dispute between the Hospital and the Union over the interpretation, application or alleged violation of this Agreement shall be taken directly to step two within fourteen (14) calendar days following the circumstances giving rise to the dispute. It is expressly understood, however, that the provisions of this subsection cannot be used to file a grievance directly affecting one or more employees when that employee or group of employees are able to file the grievance themselves. Thus the normal grievance procedure must not be bypassed.

5.09 The Arbitration Board or the Arbitrator cannot render a decision that goes against any of the provisions of this Agreement or change, modify or amend any provision of this Agreement.

5.10 Should the Hospital and the Union reach agreements that resolve grievances, such agreements shall be signed by the duly appointed representatives of the two (2) parties.

5.1. Each of the parties involved shall cover any expenses of its nominee and shall share any fees and expenses of the Board Chairman/lone arbitrator, if applicable.

5.12 *Dismissal or suspension*

The Hospital agrees that, in the case of discharge or suspension, the Hospital shall provide the employee with written confirmation within five (5) working days following the discharge or suspension. A copy of the letter shall be forwarded to the Union Delegate. This subsection does not apply to employees during their probationary period.

5.13 Any letter of reprimand, suspension or other sanction shall be removed from an employee's record eighteen (18) months following the reception of such letter, provided the said employee's record has been discipline-free for eighteen (18) months.

6.00 SENIORITY

6.01 All full-time employees must complete a probationary period of ninety (90) calendar days. However, if at the end of such time, an employee has not effectively completed sixty (60) working days, the probationary period will be extended to such time as the employee has effectively completed sixty (60) days of work.

All regular or casual part-time employees must effectively complete a probationary period of four hundred and fifty (450) working hours.

During such probationary period, employees are covered by the Collective Agreement. However, such employees who are discharged shall not have recourse to the grievance procedure.

6.02 **At** the end of the probationary period, seniority is calculated from the most recent hiring date in one of the classifications covered by the Collective Agreement.

6.03 Part-time employees will accumulate seniority on the basis of one (1) year's seniority for each 1,725 hours effectively worked in the bargaining unit as of the most recent hiring date in one of the classifications covered by the Collective Agreement.

6.04 A part-time employee whose status has changed to full-time employee will have his seniority credited on the basis of the provisions set out in subsection 6.03.

6.05 A full-time employee whose status has changed to part-time employee shall retain his seniority and continue accumulating seniority for as long as he occupies a part-time position.

6.06 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 this article, the name of the chosen candidate shall be posted.

Subsequent vacancies shall be posted for a period of five (5) consecutive calendar days.

6.07 Employees who have applied for a position shall be selected on the basis of their qualifications, skills, pertinent experience and performance, Should more than one employee have relatively equal factors, seniority shall govern.

6.08 Candidates retained to occupy a position under subsection 6.07 are entitled to a trial period of thirty (30) working days, or a minimum of two hundred and twenty-five (225) working hours for part-time employees. During such time, the employee may decide to return to his former position or be returned by the Hospital without losing any of the benefits acquired in that position.

However, employees may not exercise their right to return to a former position more than once every twelve (12) months.

6.09 Temporary vacancies resulting from illness, accident, leave or temporary increases in workload will be filled at the Hospital's discretion.

In filling temporary positions of less than three (3) days, the Hospital shall endeavour to distribute shifts according to seniority on the basis of the conditions and priorities set out below, in so far as employees have provided their availability in writing to the immediate supervisor or the person responsible for managing the Hospital's availability list as required.

First: Qualified regular part-time employees within the service.

Second: Qualified employees on the service's availability list.

Third: Qualified employees on the Hospital's availability list.

In filling temporary vacancies of more than three (3) days, the Hospital shall distribute shifts according to seniority on the basis of the conditions and priorities set out below, in so far as employees have provided their availability in writing to the immediate supervisor or the person responsible for managing the Hospital's availability list as required.

First: Qualified regular part-time employees based on seniority,

Second: Qualified employees on the service's availability list based on seniority.

Third: Qualified employees on the Hospital's availability list based on seniority

A suitable candidate is a candidate who possesses the knowledge, skill, performance levels and abilities required to perform the duties of the position without additional training or familiarization. If two (2) candidates are relatively equal, seniority will govern.

It is understood, however, that where such vacancies 'occur with no prior notice, failure to offer part-time employees such work shall not constitute grounds for any claim for time not worked while the Hospital makes the proper arrangements to fill the vacancy.

Where part-time employees temporarily occupy full-time positions, such employees shall be considered regular part-time and shall be covered by the appropriate provisions of the Collective Agreement. Upon termination of the temporary vacancy, such employee shall be reinstated to his former position unless the position has been discontinued, in which case the Hospital will endeavour to provide employment in a comparable position.

- 6.10
- a) Except in emergency situations, no person external to the Union bargaining unit shall perform the duties normally performed by a member of the Unit.
 - b) Under specified circumstances:
 - i) Under paragraph A) of subsection 6.09, the employer may fill the temporary vacancies covered by this paragraph with qualified employees from the Hospital's availability list if no other qualified union member employees are available to occupy the vacant position or positions at the time the Hospital decides the vacancies need to be filled;
 - ii) Under paragraphs B) and C) of subsection 6.09, the employer may use qualified employees from the Hospital's availability list if it has exhausted the possibilities under subparagraphs i) and ii) of paragraphs B) and C) in subsection 6.09 and if no other qualified union member employees are available.
 - c) If respecting paragraphs A) and B) should result in an interruption in service, the effect of these paragraphs shall be suspended for the length of time required for the Hospital to make the necessary arrangements for filling the vacancy or occupying the position in compliance with this subsection. During such time, the fact that duties are not performed by unit members shall not constitute grounds for any claim for time not worked.
 - d) Paragraphs A) and B) of this subsection do not apply if dispensation is negotiated with the Union and only to the extent provided in this Agreement. Such dispensation is only valid if made in writing and signed by the Union before such dispensation goes into effect.
- 6.11
- If an employee wishes to be considered as a candidate for any opening while on approved leave of absence or vacation, he must register in the ledger of positions by filling out the required form at the Human Resources Department. Registration in the ledger of positions shall only be valid for the duration of the approved leave of absence or vacation.

6.12 The Hospital accepts the Ontario Ministry of Education 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 job classification (as described in the bargaining unit) is established by the Hospital, the Hospital shall determine the rate of pay for such new job classification and notify the Union of the same. If the Union challenges the rate, it may request a meeting with Hospital representatives to negotiate a mutually satisfactory rate.

Such request must be made within ten (10) days after the receipt of notice from the Hospital of the rate for such new job classification. Any mutually agreed upon change resulting from such meeting shall be retroactive to the date the aforementioned notice was given. If the parties are unable to agree, the dispute concerning the new rate shall be submitted to arbitration within fifteen (15) days of such meeting as provided in the Agreement. The decision of the Board of Arbitration shall be based on the requirements of such job classification and in comparison with rates for other job classifications in the bargaining unit.

6.14 Lay-off and recall

- a) Notice of lay-off shall be in accordance with the provisions of the Employment Standards Act of Ontario, and the Hospital shall provide the Union with a copy of such notice.
- b) In the event of lay-off, the Hospital shall lay-off employees in the reverse order of their seniority within their classification.
- c) An employee must hold a permanent position to have a right to the displacement procedure.
- d) In the event of a lay-off, a full-time employee cannot displace a part-time employee and vice-versa.
- e) An employee who is subject to lay-off shall have the right to either:
 - i) accept the lay-off; or
 - ii) displace an employee who has less bargaining unit seniority and who has less seniority in a lower or identical classification, as long as the employee originally subject to lay-off has the required qualifications, skills, pertinent experience and performance level and is able to perform the duties of the position without training other than orientation.

However, should a position become vacant and the employee meet the criteria for the position as set out in subsection 6.07, the employee must accept the vacant position before exercising his right to displacement.

A lower or identical classification is defined as a classification where the maximum hourly rate is less than or equal to the maximum hourly rate of the employee's current classification.

However, should no lower or identical classification be available, the employee may displace an employee having less seniority in a higher classification. A higher classification is defined as a classification where the maximum hourly rate is within a difference of 5% above the maximum hourly rate of the employee's initial classification.

- f) Any agreement reached between the Hospital and the Union on the lay-off procedure will take precedence over the present dispositions of this article.
- g) An employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, based on his former status and provided he has the qualifications, skills and experience and is able to perform the duties of the position. The job-posting procedure shall only be used once the recall procedure has been completed.

6.15 An employee who has been laid off will have his seniority reinstated if he is rehired during the twelve (12) months following his layoff.

6.16 The Hospital shall not contract out work normally performed by members of the Bargaining Unit if, by way of such contracting out, employees other than casual part-time employees are dismissed as a result of the work being contracted out. Work contracted out to an employer who hires unionized labour and who will hire employees from the Bargaining Unit who would otherwise be dismissed under similar working conditions does not constitute a breach of this provision.

6.17 Full-time and part-time employees shall retain and accumulate seniority in the following instances:

- a) Maternity leave for a period of seventeen (17) weeks;
- b) Parental leave for a period of eighteen (18) weeks;
- c) Absence due to a work-related accident for a period of twelve (12) months;
- d) Absence due to a sickness or an accident for a period of seventeen (17) weeks.
- e) Other authorized leave without pay not exceeding thirty (30) consecutive days.

6.18 An employee shall retain his seniority in the following instances:

- a) Absence following a work-related accident, for a period not in excess of twenty-four **(24)** months. The time period stated in paragraph 6.17 C) is included in this period;
- b) Absence due to a sickness or an accident for a period not in excess of twenty-four **(24)** months. The time period stated in paragraph 6.17 D) is included in this period;
- c) A lay-off for a period not in excess of twelve (12) months;
- d) Other authorized leave without pay exceeding thirty (30) consecutive days.

- 6.19 An employee shall lose all service and seniority and shall be deemed to have terminated his employment in the following circumstances:
- a) Following voluntary resignation;
 - b) Following discharge for just cause;
 - c) Upon refusal to return to work within seven (7) calendar days after a lay-off recall, unless the Hospital and the employee have reached an agreement;
 - d) Following lay-off for a period exceeding twelve (12) months;
 - e) Following an absence because of an accident or illness or a work-related accident for a period in excess of twenty four (24) months;
 - f) Failing to return to work upon termination of an authorized leave of absence or using a leave of absence for purposes other than that for which the leave was granted, without valid reason;
 - g) Following absence from work for a period of three (3) consecutive scheduled shifts without notifying the Hospital and without providing a valid reason;
 - h) Following the refusal of the employee to remain at his post or report to work when required in an emergency situation thereby jeopardizing the Hospital's ability to provide adequate care, unless the employee provides a valid reason to the Hospital.

7.00 HOURS OF WORK - OVERTIME

- 7.01 The normal work day is 7.5 hours and the normal work week is 37.5 hours. Extended shifts are permitted in so far as they conform with the Ontario Employment Standards Act.
- Employees are entitled to two (2) days of rest per week, to be taken in a continuous fashion if possible, and to two (2) weekends of leave out of every four (4) weekends.
- 7.02 All work performed over and above the regular work day or regular work week, as set out in subsection 7.01, and which is authorized by the immediate supervisor, shall be considered as overtime and shall be paid at time and one half of the employee's regular hourly rate of pay. Overtime hours are not counted as regular work hours. All work performed on Saturdays and Sundays and which falls within the weekly work schedule are paid at the regular hourly rate. The Hospital shall endeavour to assign overtime based on seniority by classification and service.
- 7.03 Notwithstanding the preceding (subsection 7.02), employees can not claim overtime on additional hours worked within a given twenty-four (24) hour period as a result of a change in shift requested by himself, time changes between daylight saving time and standard time, or a shift exchange with another employee.

- 7.04 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)** calendar days of the event, or payment in accordance with the former option shall be made.
- 7.05 Overtime premiums and other premiums will not be multiplied, nor accumulated, nor shall additional hours worked be counted as part of the normal work week.
- 7.06 Employees are entitled to a 30 minute meal break per shift.
- 7.07 Employees are entitled to a 15 minute break for every half day of work, and therefore two (2) fifteen minute breaks per 7.5 hour shift.
- 7.08 Unless the Hospital advises otherwise, employees who report to work as scheduled shall be paid for a minimum of four (4) hours of work at the regular rate of pay.
- However, it is understood that the Hospital can assign the employee work related to his duties during that four **(4)**hour period.
- 7.09 An employee called back to work will be paid either a minimum of four **(4)** hours at his regular rate, or at time and one half for hours actually worked, whichever is greater, unless the four **(4)** hours overlap the employee's normal shift as set out in subsection 7.01. Should that be the case, the employee will be paid time and one half for the hours actually worked until the beginning of his normal shift.
- 7.10 The Hospital shall endeavour to post work schedules as early as possible before the period covered by the schedule. The posting period may be as long as a maximum of four **(4)**weeks and shall be no less than two **(2)** weeks.
- 7.11 When a schedule is changed without at least twenty-four **(24)** hours notice, the employee shall be paid at time and one half of his regular hourly rate on the first shift of the new schedule, unless the change in schedule was beyond the reasonable control of the Hospital or was mutually agreed upon between the employee and the Hospital.
- 7.12 The Hospital shall not modify the work schedule without advising the employees.
- 7.13 An employee who works more than eleven (11) consecutive hours shall be entitled to the normal breaks and meal period during the second shift. He is also entitled to a five dollar (\$5.00) meal allowance.
- 7.14 There shall be a minimum of sixteen (16) hours between shifts when the shift changes from day shift to evening or night shift. Where such a minimum of sixteen (16) hours is not granted, the employee will be paid at the rate of time and one half for the number of hours the interval is short of sixteen (16) hours.

- 7.15 Where an employee is required to work for a third consecutive weekend, he will receive overtime pay, except where:
- a) such weekend has been worked by the employee to satisfy specific days off requested by such employee; or
 - b) such employee has requested to work on that weekend; or
 - c) such weekend is worked as the result of an exchange of shifts with another employee; or
 - d) with the exception of part-time employees who grant authorization in writing, the employee has expressed the desire to work on more than two (2) consecutive weekends.

8.00 HIGHER CLASSIFICATIONS

- 8.01 An employee who is required to perform work of a higher classification for more than three (3) consecutive hours shall receive a premium equivalent to one (1) echelon higher than his current regular rate of pay. If the employee is already paid at the maximum rate for his salary scale, he will be paid the difference between the maximum of his classification and the preceding echelon.
- 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) days indicated hereafter 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 To be eligible for these paid holidays, the employee shall complete the work shifts on his schedule immediately before and after the paid holidays in question, unless the employee's absence:
- a) is a scheduled day-off;
 - b) has been authorized by his immediate supervisor;
 - c) is subsequently justified with a valid reason.
- 9.03 An eleventh and a twelfth annual Holiday (floater) are added for an employee who has completed his probationary period. These floaters can be taken on any date previously approved by the immediate supervisor, It is also agreed and understood that the granting of these floaters will never result in payment of overtime premiums for the employee or his replacement.

Should the Hospital have to observe an additional paid holiday as the result of legislation, it is understood that the twelfth (12) annual holiday (floater) shall be established as the legislated holiday so that the number of paid holidays provided by the Hospital remain twelve (12).

- 9.04 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 (2) 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 forty-five (45) days of the holiday, the employee shall be paid time and one half in lieu of the day off.
- 9.05 A part-time employee who is required to work on a paid statutory holiday is paid at time and one half of his normal rate of pay with respect to hours worked on statutory holidays set out in subsection 9.01.
- 9.06 This section does not apply to part-time employees except for subsection 9.05.

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 30, of each succeeding year.
- 10.02 A full-time employee is entitled to one (1) paid annual leave based on the length of continuous service in accordance with the following provisions:
 - a) less than one (1) year of service, annual leave accumulated at 1.25 days of paid leave per month;
 - b) one (1) year or more of continuous service, annual paid leave of fifteen (15) days;
 - c) five (5) years or more of continuous service, annual paid leave of twenty (20) days;
 - d) fifteen (15) years or more of continuous service, annual paid leave of twenty-five (25) days;
 - e) twenty-five (25) years or more of continuous service, annual paid leave of thirty (30) days.
- 10.03 Part-time employees are entitled to holiday pay, calculated on the basis of the year's gross earnings during the period specified in article 10.01 as follows:

First 8,625 hours	6%
After 8,625 hours	8%
After 25,875 hours	10%
After 43,125 hours	12%

- 10.0 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.
- 10.05 Where an employee's scheduled vacation is interrupted due to an 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 an 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.
- 10.06 It is understood and agreed that vacation weeks are not necessarily continuous. However, the Hospital will endeavour to accommodate the wishes of the employees with respect to the choice of vacation dates, subject to the right of the Hospital to operate the Hospital in an efficient manner. In the event of conflict, seniority shall prevail.
- 10.07 In the event of an unexpected situation requiring changes to the approved annual leave schedule, the Hospital will endeavour to arrange agreement between the employees involved. When no agreement is possible, the less senior employee in the concerned classification will be assigned to the job in question, provided he can perform all the required tasks.
- 10.08 Upon written application and with the Hospital's consent, employees can choose to carry a maximum of five (5) days of annual leave forward to the following fiscal year. Such days must be taken during the first quarter of the fiscal year, that is to say during the months of April, May and June.
- 10.09 Once an employee's annual vacation has been accepted and the Hospital requires that the employee change his approved vacation, all non-refundable expenses will be reimbursed to the employee on presentation of satisfactory proof of such expenses. The employee must advise the Hospital, at the moment that the vacation change is announced, that non-refundable expenses will be incurred.

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 70% of the monthly premium of the plan provided the employee covers the remainder through payroll deduction. All new employees must join the plan.
- 11.02 Sick leave

The short-term disability 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 and according to the provisions set out in the insurance plan.

- 11.03 In the event of short-term disability or an approved Worker's Compensation claim, the Hospital assures continuing coverage of benefits and will pay its share of premiums up to the seventeenth (17th) week.
- 11.04 Long-term plan benefits
- Long-term disability plan benefits will commence after the seventeenth (17th) week covered by the short-term disability 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.
- 11.05 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 pays benefits. 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 of service as a full-time employee.
- 11.06 Unused leave credits will be paid at the end of the calendar year. On termination of employment, an employee with one or more year of continuous full-time service will receive a payment equivalent to six (6) days pro-rated from his termination date less any sick leave he will have used.
- 11.07 A full-time employee who is absent from work as a result of an illness or injury sustained at work, and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one (1) complete pay period, may apply to the Hospital for payment equivalent to the lesser of the benefit he would receive from Workers' Compensation if his claim was approved, or the benefit to which he would be entitled under the provisions of the section covering the short-term disability plan. Payment will be made only if the employee provides satisfactory proof of disability to the Hospital and commits himself in writing to the satisfaction of the Hospital to reimburse the Hospital for any payment made once the Workers' Compensation Board renders a decision on the claim. If the Workers' Compensation Board refuses to compensate the employee, sums that will have been paid to him shall be reimbursed from the payments to which he would have been entitled under the provisions of the section covering the short-term disability plan, Any payment made to him under this provision will continue for a maximum of seventeen (17) weeks.
- 11.08 The Hospital may at its discretion request that an employee justify his absence due to illness by submitting a medical certificate and/or being examined by a doctor of the employee's choice.
- However, the Hospital is entitled, at its discretion, to request a second medical opinions by a doctor of the Hospital's choice.
- 11.09 The annual medical examination as required by Law as well as any immunizations required by the Hospital shall be performed without cost to the employee.
- 11.10 Section 11.00, with the exception of subsection 11.09, does not apply to part-time employees.

- 11.1. Providing the Union is informed, the Hospital may substitute another carrier for any of the above mentioned plans but may not decrease the level of benefits.

12.00 MATERNITY OR ADOPTION LEAVE

- 12.01 Upon written request, the Hospital will grant maternity leave to a pregnant employee in accordance with the pertinent provisions of the Ontario Employment Standards Act.
- 12.02 Leave may commence at any time during pregnancy when it is recommended by the employee's attending physician. However, the Hospital may request an employee to commence maternity leave at such time as her condition no longer enables her to reasonably perform the duties of her position or the pregnancy prevents her from performing her work.
- 12.03 The employee shall give written notification at least two (2) months in advance of the date of commencement of such leave and the expected date of return.
- 12.04 The specific dates for adoption leave will be set by mutual consent between the employee and the Hospital.
- 12.05 The employee shall confirm her intention to return to work on the date originally provided in subsection 12.03 by written notification received by the Hospital at least two (2) weeks in advance thereof, The employee shall be reinstated to her former position, unless the position has been abolished, in which case the appropriate lay-off provisions provided in this Agreement shall apply.
- 12.06 Effective October 1st, 1988, on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on maternity leave as provided under this Agreement, and who is receiving Unemployment Insurance Pregnancy Benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between 75% of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two-week Unemployment Insurance waiting period and shall continue as long as the employee receives such benefits to a maximum of fifteen (15) weeks. The employee must submit her Unemployment Insurance cheque stub to the Hospital as proof that she is receiving Unemployment Insurance Pregnancy Benefits, The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave by her normal weekly hours.

13.00 NO-STRIKE AND NO LOCK-OUT CLAUSE

- 13.01 The Hospital shall not cause or order a lock-out of its employees and the Union shall not cause nor order nor consent to a strike or other collective action by its members which would stop, curtail or interfere with the operation of the Hospital. Should such action be taken by the employees, the Union shall issue them instructions according to which they should return to work and perform their usual duties.

14.6 WAGES

- 14.01 The wage and salary rates in force during the duration of this Collective Agreement are the rates indicated in the appendix setting out wages and salaries.
- 14.02 Employees who feel they have pertinent recent work experience related to their duties must make written application for recognition of experience to the Human Resources Department during their probationary period and according to the procedures in effect.
- Should it be established to the Hospital's satisfaction that the experience is pertinent, such experience will be recognized at a rate of one (1) year for each two (2) years of full-time service to a maximum of two (2) echelons in the employee's salary scale. *Part-time experience will not be recognized.*
- 14.03 If an employee has not worked in a classification judged pertinent for a period exceeding two (2) years, the number of years of experience to be recognized will be at the Hospital's discretion.
- 14.04 Rate of pay for part-time employees will be the minimum of the salary scale according to the classification determined by the Hospital.
- 14.05 In lieu of fringe benefits (benefits due to an employee and which are paid, in whole or in part, by the Hospital as direct compensation or otherwise, including the payment of paid statutory holidays, but not wages and salaries, vacation pay, call back pay, attendance and responsibility bonuses), part-time employees shall receive an amount equivalent to 13% of their basic hourly wage for all paid hours, with the exception of employees participating in the Hospital of Ontario Pension Plan (HOOPP), who shall receive an amount equivalent to 9% of their basic hourly wage for all paid hours.
- 14.06 The full-time employees' anniversary date for the purpose of incrementing his salary scale will be the date of hiring or of change in status, or the date of promotion, demotion or other as stipulated in subsections 14.09 and 14.10.
- 14.07 Part-time employees, upon completing 1,725 hours of work in a given classification, will progress to the second echelon in the salary scale; upon completing 3,450 hours of work, he will progress to the third echelon and so on until he reaches the maximum of the scale.
- 14.08 *Transfer, Promotion, Demotion, Change in status*
- An employee whose status changes from full-time to part-time will remain at the same echelon in the salary scale and, should the occasion arise, will advance in the scale after 1,725 hours worked since his last anniversary increase and so on until he reaches the maximum of the scale.
- 14.09 An employee whose status changes from part-time to full-time will remain at the same echelon 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 establish his anniversary date.

- 14.10 Employees who receive promotions will advance to the next echelon in the salary scale for their new classification, provided that the increase is at least equal to the annual increase they would have been granted in their former classification.
- 14.11 The salary granted to an employee who voluntarily changes to a lower classification will be set to the echelon of that lower classification that best matches the employee's years of service and experience,
- 14.12 Bonus for night or evening duty
Employees who work the majority of their regular work hours between 3:30 p.m. and 7:30 a.m. will receive a bonus of fifty (\$0.50) cents an hour for each hour worked.
- 14.13 Weekend premiums
Employees will receive a weekend bonus of forty-five (\$0.45) cents an hour for every hour worked between 11:30 p.m. Friday and 11:30 p.m. Sunday. If an employee is already receiving a premium under the terms governing an overtime shift or overtime hours, the said employee will not receive any weekend premium under the terms of this provision.

15.00 GENERALITIES

- 15.01 The French and the English versions of this Agreement are identical in meaning and shall be recognized as being official.
- 15.02 Where the masculine personal pronoun is used in this Agreement, it shall be taken to include the feminine personal pronoun.
- 15.03 An employee shall give at least two (2) weeks' written notice of intention to resign, except where an agreement has been reached between the employee concerned and the Hospital.

In cases where such notice is not given, the Hospital is only committed to pay the benefits payable under the Ontario Employment Standards Act.
- 15.04 The Union is entitled to post, on the Notice Board of each department, notices of meetings and such other notices as may be approved by the Assistant Executive Director of Human Resources or his representative.
- 15.05 **An** employee who becomes physically or mentally handicapped while employed at 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.
- 15.06 The Hospital will annually provide the Union with an employee list and their corresponding seniority.

15. When an on duty employee is authorized to attend a training program at the Hospital and during his regular work hours, he will suffer no loss of regular pay. When an employee is required by the Hospital to attend courses outside of his regular work hours, he shall be paid for all time spent attending such courses at his regular hourly rate of pay.
- 15.08 All employees are entitled to consult their file, in the presence of a representative of the Human Resources Department, in order to examine evaluation reports or any other document attesting disciplinary action.
- 15.09 Employees shall inform their immediate supervisor and the Human Resources Department as soon as possible of any change of participant. Such information is confidential and may only be disclosed with employees' written consent.
- 15.10 Upon request to their immediate supervisor, employees may be entitled to leave without pay. Such leave without pay is granted in compliance with Hospital policy concerning leave without pay.

16.00 CONTRIBUTORY PENSION PLAN

- 16.01 The Hospital participates in the Hospital of Ontario Pension Plan according to the rules in effect for the Plan, and all full-time employees are required to belong to the Plan,
- 16.02 The Pension Plan is also available to part-time employees upon completion of six (6) months of continuous service, according to the eligibility clauses set forth in the Ontario Pension Benefits Act.

17.00 INSURANCE PLANS

- 17.01 The Hospital agrees, during the term of this 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 enrolment requirements.
- a) The Hospital agrees to contribute 85% of the billed premiums towards coverage under the standard Blue Cross Extended Health Care Benefit Plan or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, provided the balance of monthly premiums are paid by employees through payroll deductions. In addition to the standard benefits, coverage will include vision care up to a maximum of \$90.00 over a twenty-four (24) month period.
- b) The Hospital agrees to contribute 90% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Group Life Insurance Plan currently in effect for this unit provided the balance of the monthly premium is paid by the employee through payroll deduction. Such insurance shall include benefits for accidental death and dismemberment.

- c) The Hospital agrees to contribute 75% 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 schedules, twenty-five (\$25.00) dollars deductible), provided the balance of the monthly premium is paid by the employee through payroll deduction.

17.02 The Hospital shall ensure the continuous provisions of, and shall defray its share of the costs incurred for fringe benefits due to the employee for the following instances:

- a) Maternity leave for a period of seventeen (17) weeks;
- b) Parental leave for a period of eighteen (18) weeks;
- c) Absence due to illness, for a period of seventeen (17) weeks;
- d) Absence due to a work accident, for a period of twelve (12) months.
- e) Other leaves without pay not exceeding thirty (30) consecutive days.

18.00 BEREAVEMENT LEAVE

- 18.01 In case of death of a member of his immediate family, an employee who notifies the Hospital, as soon as possible after the death occurs, is entitled to a leave of five (5) consecutive calendar days, at most, without loss of regular wages for his scheduled work hours, including the day on which the funeral is held. "Immediate family" shall mean a husband, wife or common-law spouse, as stipulated in the *Family Law Reform Act*, a father, a mother, a son or a daughter.
- 18.02 A leave of three (3) consecutive calendar days, without loss of regular wages for his scheduled work hours, including the day on which the funeral is held, shall be provided in the event of the death of a brother, a sister, a father-in-law, a mother-in-law, a brother-in-law, a sister-in-law, a grandson or a granddaughter. Members of the immediate family of a common-law spouse are not recognized under the terms of this clause.
- 18.03 One day's paid leave is granted to allow the employee to attend the funeral of a grandparent, a son-in-law or a daughter-in-law. Members of the immediate family of a common-law spouse are not recognized under the terms of this clause.
- 18.04 One additional day will be granted if the funeral takes place more than four hundred (400) kilometres away.
- 18.05 Regular part-time employees are entitled to the above provisions governing bereavement leave provided they are scheduled to work during the time the leave is in effect.
- 18.06 If an employee does not meet the requirements set forth above, the Hospital may grant him paid bereavement leave. The Hospital may extend such leave, without pay, at its discretion.

19 LEAVE FOR JURY DUTY

19.01 When an employee is required to serve on a jury in a court of law, or appear as a witness in a legal proceeding where the Crown is one of the parties, or is subpoenaed to appear before a court of law or a Coroner's inquest concerning a case involving his duties at the Hospital, said employee will continue to receive his regular pay while attending such activities provided he:

- a) informs the Hospital immediately upon receiving a summons to appear in court;
- b) provides proof that such presence is required;
- c) submits to the Hospital the full amount of any compensation received.

In addition to the preceding, when a full-time employee is subpoenaed to appear before a court of law or a Coroner's inquest in a case involving his duties at the Hospital during a period of time other than what is scheduled on the employee's timetable for the day of the hearing, the Hospital will attempt to change the shift to include the time spent at the hearing. It is understood that such a change in schedule will not warrant the payment of any premium.

When the Hospital is unable to change an employee's work schedule and, as a result, the employee must attend a hearing outside his hours of work, the employee shall receive his regular hourly wage for the entire time spent at the hearing, subject to the conditions provided in paragraphs a), b) and c) above.

In addition to the preceding, when a part-time employee is subpoenaed to appear before a court of law or a Coroner's inquest in a case involving his duties at the Hospital during his time off, the employee shall receive his regular hourly wage for the entire time spent at the hearing, subject to the conditions provided in paragraphs a), b) and c) above.

20.00 APPLICATION OF WAGE INCREASE TO EMPLOYEES WHO HAVE RESIGNED

20.01 Employees who have left the employ of the Hospital since the date of the renewal of the Agreement are entitled to payment of the general wage increase.

20.02 Within thirty (30) days after signing of the Implementation Agreement, the Hospital is to contact such employees by letter at the employee's last known address 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 adjustments in writing.

21. DURATION OF AGREEMENT

21.01 This Agreement will be in effect from September 23rd, 1991 to September 29th, 1993.

21.02 This Agreement 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
Hôpital Montfort
Montreal Road
Ottawa, Ontario

SIGNED ON BEHALF OF THE UNION
International Union of Operating
Engineers, Local 796
Ottawa, Ontario

Sylvie Simard
St. Sylvester
Sherris Heeneud

Suzanne Jean
Joseph Brunon
[Signature]
Suzanne Blault

DATED AT Ottawa THIS 8th DAY OF February 1994.

Appendix 1

IN ABSENTIA JOB APPLICATION FORM

FORM TO BE COMPLETED BY AN EMPLOYEE ABSENT FROM WORK WHO WANTS TO BE CONSIDERED FOR A JOB POSTING. (ARTICLE 6.10)

Name: _____
 Service: _____
 Employee Number: _____

I WISH TU BE CONSIDERED AS A CANDIDATE FOR THE FOLLOWING JOB POSTINGS, 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 Office

Witness: _____
 Date: _____
 Signature: _____

c.c.: Employee's File

ECHELLES DE SALAIRE 1991-93 - IUOE - GROUPE B

206 - 230 POINTS		GR	AJUSTEMENT D'EQUITE SALARIALE DE 0,91 \$					
ACHETEUR	7	01-04-91	16.44	17.12	17.81	18.50	19.19	
		23-09-91	16.60	17.29	17.98	18.68	19.38	
		01-04-92	AJUSTEMENT D'EQUITE SALARIALE DE 0,73 \$					
			17.33	18.02	18.71	19.41	20.11	
181 - 205 POINTS								
COMMIS- PAIE	8	01-04-91	14.68	15.18	15.68	16.18	16.68	
COMMIS-COMPTABLE	8							
AGENT DE PERCEPTION	8	23-09-91	14.83	15.33	15.84	16.34	16.85	
161 - 180 POINTS								
SECRETAIRE I	9	01-04-91	13.80	14.27	14.74	15.21	15.68	
DACTYLO. MEDICALE II (1)	9							
PREPOSE A L'ACCUEIL	9	23-09-91	13.93	14.41	14.88	15.36	15.83	
COMMIS IV - APPROVISIONNEMENTS	9							
DACTYLO. MEDICALE I	9	30-09-91	AJUSTEMENT D'EQUITE SALARIALE DE 0,40 \$					
			14.33	14.81	15.28	15.76	16.23	
DACTYLO. MEDICALE II (MARCHE)		01-04-91	14.68	15.18	15.68	16.18	16.68	
		23-09-91	14.83	15.33	15.84	16.34	16.85	

ECHELLES DE SALAIRE 1991-93 - IUOE - GROUPE B (suite)

140 - 160 POINTS

COMMIS III	10	01-04-91	12.99	13.44	13.88	14.32	14.77	
PREPOSE - INF. CLINIQUES	10							
COMMIS DETACHE	10	23-09-91	13.12	13.57	14.02	14.47	14.91	
CAISSIERE - COMPTABILITE	10							
TELEPHONISTE/RECEPTIONNISTE	10							
COMMIS DACTYLO	10							
COMMIS - CPTES PAYABLES	10	01-04-91	12.99	13.44	13.88	14.32	14.77	
COMMIS - CPTES RECEVABLES	10							
		23-09-91	13.12	13.57	14.02	14.47	14.91	
		30-09-91	AJUSTEMENT D'EQUITE SALARIALE DE 1,19 \$					
			14.32	14.77	15.21	15.65	16.10	