

***COLLECTIVE AGREEMENT***

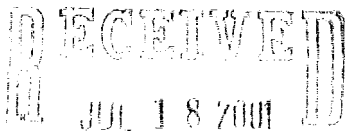
***Between:***

***SOULARD JANITORIAL MANAGEMENT  
SERVICES LIMITED***

***And***

***INTERNATIONAL UNION OF OPERATING ENGINEERS,  
Local 772***

**Expiry : February 10, 2003**



10910 (23)

## ARTICLE 1 : PREAMBLE

- 1.01 The general purpose of this agreement is to establish mutually satisfactory employment relations between the employer and the employees covered by this agreement. It provides for an ongoing means of communication between the Union and the Employer for the purpose of discussing matters of mutual interest, including the promotion of operational efficiency and employee working conditions. It also provides means for the prompt settlement of grievances and for the final settlement of disputes.

## ARTICLE 2: UNION RECOGNITION

- 2.01 The Employer recognizes the International Union of Operating Engineers and its Local 772 as the sole and exclusive bargaining agent for all employees of Soulard Janitorial Management Services Limited at the Ottawa Hospital General **Campus** located at 501 Smyth Road, in the City of Ottawa, save and except supervisors, persons above the rank of supervisor and employees in bargaining units for which any trade union held bargaining rights as of May 19, 1995.

## ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The Union acknowledges the right to the Employer to direct, administer, and manage its operations and exercise all rights and responsibilities not specifically modified by this collective agreement.

Members of the bargaining unit should not perform duties in the administration office or fulfil supervisory functions.

- 3.02 Definitions

### Full-time employee

A full-time employee is **an** employee who works 37.5 hours per week on a regular basis and who has accepted through the posting procedure a permanent full-time work assignment,

### Regular part-time employee

A regular part-time employee is **a** part-time employee who works **on** average less than 37.5 hours per week and who has not accepted a permanent full-time work assignment through **the** posting procedure.

If a regular part-time employee temporarily relieves in a full-time position which has been vacated by another full-time employee's leave of absence, sick leave, vacation,

maternity leave, parental leave or adoption leave he shall retain his regular part-time status for a period of up to six (6) months or such longer period as may be mutually agreed on between the parties.

Weekend employee

A weekend employee is a part-time employee who works mostly on weekends, on statutory holidays and during their school vacation or replaces during emergency situations.

Casual part-time employee

A casual part-time employee is a part-time employee who is called in to work to replace an absent employee or to assist the Employer in dealing with a workload problem.

#### ARTICLE 4: NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, restraint or coercion exercised against an employee concerning his age, race, creed, language, his political or religious affiliations, sex, marital status, residency and for his participation in lawful Union activities as ~~an~~ officer or a member ~~of~~ the Union.

#### ARTICLE 5: NO STRIKES OR LOCK-OUTS

- 5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the length of operation of this Agreement. The meaning of the words "strike" and "lock-out" shall be ~~as~~ defined in the *Ontario Labour Relations Act* as amended.

#### ARTICLE 6: LABOUR-MANAGEMENT COMMITTEE

- 6.01 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.

A number of representatives of each party as mutually agreed up to a maximum of four (4) for each party, 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.

- 6.02 **An** employee in the Bargaining Unit attending such meetings during their regularly scheduled hours of **work** shall not lose regular earnings as a result of such attendance.

## ARTICLE 7: UNION SECURITY

- 7.01 All employees must be members

Any employee whose position is under the jurisdiction of the bargaining unit must become and remain a member in good standing of the Union, in accordance with its statute and regulations.

- 7.02 Union Dues

The Employer will deduct from each employee's pay cheque, union dues, initiation fees and union contributions imposed in accordance with the statutes and regulations of the Local. The Union will advise the Employer in writing, one month in advance, of any changes in the amount of deductions and the date on which the changes are to become effective.

- 7.03 of luctions

Payroll deductions will be collected for each pay period and the **sum** sent to the Union, at the latest on the 15<sup>th</sup> day of the following month, along with **a** list of names **and** addresses of the employees **from** whom these amounts have been deducted.

The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer, from any and all claims, demands or actions arising out of or in any way connected with the collection and remittance of such dues.

- 7.04 Income Tax - T-4 Slips

The T-4 slips for Income Tax purposes must also show the amount of union dues paid by the employee in the previous year.

- 7.05 A new employee will have **the** opportunity to meet with a representative of the Union for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings, The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

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

## ARTICLE 8: GRIEVANCE AND ARBITRATION PROCEDURE

8.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement.

8.02 It is the mutual desire of the parties hereto that complaints of the Employer and of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within nine (9) working days after the circumstances giving rise to it has occurred. The employee may be represented by a union representative. Failing settlement within nine (9) working days, it may then be taken up **as** a grievance within nine (9) working days following his being advised of his immediate supervisor's decision in the following manner and sequence.

**Step #1** The employee or a union representative may submit a written grievance signed by the employee to his immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the specific provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver his decision in writing within nine (9) working days following the day on which the grievance was presented to him. Failing settlement, then:

**Step #2** Within nine (9) working days following the decision in Step #1, the grievance may be submitted in writing to the Department Manager or his designate. A meeting will then be held between the Employer representative and the Union representative within nine (9) working days of the submission of the grievance at Step #2 unless extended by mutual agreement of the parties. It is understood the Employer representative may have such counsel and assistance as he may desire at such meeting. The decision of the Employer shall be delivered in writing within nine (9) working days following the date of such meeting.

8.03 Where a number **of** employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing, signed by each employee who is grieving unless the parties mutually agree that the Shop Steward can sign the grievance on behalf of the employees, to the Department Manager or his designate within nine (9) working days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance. The group of grieving employees shall be represented at the grievance meeting by one (1) member of the group.

- 8.04 A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within nine (9) working days following the circumstance giving rise to the grievance. It is expressly understood, however, that the provision of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby bypassed.
- 8.05 The release of a probationary employee shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance signed by the employee is lodged by the employee or a union representative with the Employer at Step #2 within nine (9) working days after the date of discharge is affected. Such special grievance may be settled under the Grievance and Arbitration Procedure by :
- a) confirming the Employer's action in dismissing the employee; or
  - b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
  - c) by any other arrangement which may be deemed just and equitable.
- 8.06 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer, the Union and the employees.
- 8.07 Failing settlement under the foregoing procedure, any grievance 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 grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) working days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned and thus shall not be arbitrable.
- 8.08 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this Agreement. The parties will then attempt to select by agreement an arbitrator. If the parties are unable to agree upon an arbitrator within fourteen (14) working days; they shall then request the Minister of Labour for the Province of Ontario to appoint an arbitrator.
- 8.09 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance procedure.

- 8.10 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.11 The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned,
- 8.12 Each of the parties hereto will share equally the fees and the expenses, if any, of the Arbitrator.
- 8.13 The time limits set out in the Grievance and Arbitration Procedure herein are mandatory except by the written agreement of the parties to waive or extend the time limits of the grievance procedure **and**, if the parties failed to sign such agreement, it shall result in the grievance being deemed to have been abandoned.
- 8.14 Wherever the term "Arbitrator" is referred to in the Agreement, the parties may mutually agree in writing to substitute **an** Arbitrator for an Arbitration Board at the time of reference to arbitration. In such case, the party referring the grievance to arbitration will provide the name of its nominee to the other party at the same time as the notice of arbitration is sent to the other party. Within seven (7) working days thereafter, the other party shall name a nominee, provided, however, that if such a party fails to name a nominee as therein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. **If** they are unable to agree upon such a chairman within a period of thirty (30) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

Each of the parties will bear the expense of the nominee appointed by them and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.

All provisions referring to a sole Arbitrator shall appropriately apply.

## **ARTICLE 9: SENIORITY**

### **9.01 Probation**

- (a) A new full-time employee shall be considered on probation until he has completed three (3) continuous months of work. Upon completion of the probationary period, he shall be credited with seniority equal to three (3) months. With the consent of the Employer and a representative of the Local Union such probationary

period may be extended.

- (b) **A** new regular part-time, weekend and casual employee shall **be** considered on probation until he has completed two hundred and ~~fifty~~ (250) hours of work. Upon completion of the probationary period, he shall be credited with seniority equal to two hundred and fifty (250) hours. With the consent of the Employer and a representative of the Local Union such probationary period may be extended.
- (c) Full-time employees will accumulate seniority on the basis of their continuous length of service with Soulard Janitorial Management Services Limited at the Ottawa Hospital, General Campus from their last date of hire.

Regular ~~part-time~~, weekend and casual employees will accumulate seniority on the basis of one (1) year's seniority for each 1950 hours worked with Soulard Janitorial Management Services Limited at the Ottawa Hospital, General Campus from their last date of hire.

#### 9.02 Loss of Seniority

Employees shall lose their seniority and be deemed terminated:

- (a) upon resignation or retirement;
- (b) upon termination of employment not reversed under the grievance-arbitration procedure;
- (c) when absent for twenty-four **(24)** consecutive months or more on account of accident or sickness; this period may be extended by agreement of the Employer, the Union and the employee;
- (d) after a lay-off of twelve **(12)** consecutive months;
- (e) if absent **from** scheduled work for a period of three **(3)** or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
- (f) fails to return to work upon termination of an authorized leave of absence without providing a satisfactory reason or utilizes a leave of absence for purposes other than that for which it was granted;
- (g) fails to return to work within seven (7) calendar days after having received notice of recall unless a reason satisfactory to the Employer is given.



9.04 Seniority List

A seniority list shall be compiled by the Employer showing the seniority and the address of employees. These seniority lists shall be updated and two (2) copies furnished to the Union on January 31 and June 30 of each year. The seniority list shall be in alphabetical order.

The Employer shall furnish to the Union each month, a copy of the names of new bargaining unit employees showing their names, date of hiring, address and classification. As well, the Employer shall furnish to the Union the names and date of departure of bargaining unit employees whose service has been terminated. The Employer shall also include the names of any employee who has been transferred between classifications, if any.

9.05 Job Posting

- (a) Where a permanent vacancy or a vacancy expected to exceed six (6) months occurs in a classification with the bargaining unit or a new classification with the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days.
- (b) Vacancies caused by illness, accident, leaves of absence, including maternity and parental leave, may be filled at the discretion of the Employer providing the leave is not expected to exceed six (6) months. Vacancies caused by illness, accident, leaves of absence, including maternity and parental leave exceeding six (6) months shall be filled on the basis of skill, ability, qualifications and experience provided that the employee is qualified to perform the available work without training. When the above-mentioned factors are relatively equal seniority shall govern provided the employee is qualified to perform the available work without training.
- (c) Appointments to vacancies in the Housekeeping Attendant classification shall be made on the basis of seniority providing that the senior applicant is able to meet the normal requirements of the job. Selection of employees to all other classifications shall be on the basis of skill, ability, qualifications and experience. Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work. The name of the successful applicant shall be posted on the bulletin board.
- (d) Additional vacancies may be created by the appointment of a bargaining unit employee to fill the initial vacancy. The second and third vacancy will be posted and filled in a similar manner as the initial vacancy. However, vacancies created in addition to the first three in a "chain reaction" need not be posted but may be

filled at the Employer's discretion. In exercising its discretion, the Employer may consider skills, ability, qualifications, experience, physical capacity and seniority. It is understood that the Employer is not obligated to provide training.

- (e) **An** employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of six (6) months. **An** employee wishing to use the job posting provision to transfer to another shift (i.e. day, evening or night shift) shall be considered if he applies for the posted vacancy.

#### 9.06 New Classifications

In the event that the Employer creates a new classification, or substantially changes the duties of an existing classification, such that it becomes a new classification, the Employer shall establish a rate of pay and advise the Union of the rate of pay and the rationale for the rate being established.

If the Union disagrees, the parties shall meet to discuss the issue. The Union shall provide the rate of pay it feels is appropriate and the rationale for that rate.

If the parties cannot reach an agreement on the matter, it may proceed to arbitration as per Article 8 - Grievance and Arbitration Procedure. The Arbitrator shall base his decision on a comparison of the rates of pay for other jobs within the bargaining unit.

#### 9.07 Premium Pay for Temporary Assignments

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit he shall be paid the rate of the higher salaried position.

#### 9.08 Layoff

Lay-offs will be made in accordance with the provisions of the *Employment Standards Act*.

In the event of a proposed lay-off of a permanent or long-term nature, the Employer will:

- a) endeavour to provide the Union with no less than thirty (30) calendar days notice of such lay-off; and
- b) meet with the Union to review the following:
  - i) the reason(s) causing the lay-off;

- ii) the services the Employer will undertake after the lay-off;
- iii) the method of implementation including the areas of cut-back and employees to be laid off,

Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of this collective agreement. Notice of lay-off shall be in accordance with the provisions of the *Employment Standards Act*. Failing agreement, the *Employment Standards Act* will apply.

**Any** vacant positions that must be filled will be filled by order of seniority amongst employees available after the lay-off as long as they meet all requirements particular to the job.

#### 9.09 Transfer and Seniority outside the Bargaining Unit

- a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without his consent, except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignment shall remain members of the bargaining unit.
- b) **An** employee who is transferred to a position outside the bargaining unit shall not, subject to c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit, he shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his return to the bargaining unit.
- c) In the event an employee transferred out of the bargaining unit under b) above is returned to the bargaining unit with a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.
- d) In the event a regular part-time, weekend or casual employee transferred out of the bargaining unit under b) above is returned to the bargaining unit after having worked less than 975 hours in a non bargaining unit position, he shall accumulate seniority during the period of time outside the bargaining unit.

#### 9.10 Effect of Absence

It is understood that during an approved unpaid leave of absence, seniority and service will not accrue, except that seniority will continue to accrue in the following cases:

- a) Maternity leave for a period of up to seventeen (17) weeks.
- b) Parental leave for a period of up to eighteen (18) weeks.
- c) Absence due to a work-related accident for a period of up to twelve (12) months.

9.11 Termination

The Union recognizes the right of the Employer to evaluate the suitability of the employee during his probationary period. Without restricting the foregoing, the Employer shall evaluate the employee's ability to attend work regularly, to cooperate and work with peers, to meet the present standards of work and to follow the Employer's rules and regulations. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration.

9.12 For application of seniority for the purposes of promotion, demotion, transfer, layoff and recall and service for the purpose of vacation entitlement:

- i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one year for each 1950 hours worked.

**ARTICLE 10: HOURS OF WORK**

10.01 The normal paid hours of work for full-time employees in the bargaining unit will be seven and one half (7.5) hours per day for thirty-seven and one half (37.5) hours per week, exclusive of an unpaid one half (½) hour meal period. This is not a guarantee of work.

10.02 There shall be no split shifts.

10.03a) Full-time employees

Authorized work performed in excess of seven and one half (7.5) hours per day and thirty-seven and one half (37.5) hours per week shall be paid at the rate of time and one half the employee's regular straight time hourly rate of pay. There shall be no pyramiding of such pay.

10.03b) Regular part-time, Weekend and Casual employees

Authorized work performed in excess of thirty-seven and one half (37.5) hours per week shall be paid at the rate of time and one half the employee's regular straight time hourly rate of pay.

10.04 The Employer will schedule one fifteen (15) minute rest period for each full half scheduled shift. The employees may not take such rest period at the beginning or end of a working day nor as an extension of the time allowed for meals. The time that these rest period are to be taken shall be arranged by the employee's immediate supervisor. It is understood that a full half shift is comprised of not less than four **(4)** consecutive hours of work.

10.05 Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

10.06 Employees who work overtime will not be required to take time **off** in regular hours to make up for overtime worked. Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Employer, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Employer shall revert to payment of premium rate if time off is not taken within sixty **(60)** calendar days.

10.07 Employees will be permitted to exchange shifts with the consent of their immediate supervisor provided that such exchange does not entail premium rates of pay. The written request must include the reason for such exchange of shift. The Employer reserves the right to evaluate the validity of the reason.

## ARTICLE 12: STATUTORY HOLIDAYS

12.01a) Applicable to full-time and regular part-time employees only

The Employer agrees to recognize **and** to observe the following ten (10) holidays during the year:

New Years' Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day

Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

12.01b) Applicable to weekend and casual part-time employees only

The Employer agrees to recognize and to observe the following eight (8) holidays during the year:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

12.02 To be entitled to these statutory holidays, the employee:

- a) must have been in the employ of Souldard Janitorial Management Services Ltd. for a period of more than three (3) consecutive months;
- b) must have earned wages on at least twelve (12) days during the four (4) work weeks immediately preceding the holiday;
- c) must have worked his scheduled shift immediately preceding and his scheduled shift immediately following the said holiday unless his absence is authorized by the Manager of Operations of his delegate;
- d) an employee who fails to report to work on the scheduled working day preceding and following the statutory holiday due to illness must present to the Employer a doctor's certificate upon his return to work in order to be paid for the statutory holiday.

12.03 Statutory holiday pay for full-time employees is defined as the amount of straight time hourly pay exclusive of shift premium which an employee would have received had he worked his normal shift on the holiday in question.

Holiday pay for part-time employees (employees working less than thirty-seven and one half (37.5) hours) shall be based on the average number of hours worked on a daily basis for the three-month period immediately preceding the holiday.

12.04 If one of the above-mentioned holidays falls on a Saturday, a Sunday or a weekly rest day, or during their vacation period, the employees do not lose this holiday.

12.05a) Applicable to full-time employees only

**An** employee who is required to work on a statutory holiday shall be paid at the rate of time and one half (1.5) his straight-time hourly rate. In addition, he will be granted another day off with pay at a time mutually agreeable to both the Employer and the

employee. If this alternative day off is not granted within thirty (30) calendar days of the holiday, the employee shall be paid at his regular straight-time hourly rate in lieu of the day off.

12.05b) Applicable to regular part-time, weekend and casual employees only

An employee who is required to work on a statutory holiday shall be paid at the rate of time and one half **(1.5)** his straight-time hourly rate for all hours worked on the statutory holiday.

12.06 Where an employee is required to work authorized overtime in excess of his regular scheduled hours on a paid holiday, such employee shall receive twice his regular straight time hourly rate for such authorized overtime.

### ARTICLE 13: VACATIONS

13.01 For the purpose of calculating eligibility, the vacation year will be the period from April 1 to March 31 of each year. To be entitled to vacation benefits, the employees must have completed the required hours, months or years of service by March 31 of the current year. Time spent on sick leave shall be deemed to be included in the calculation of the completion of the required hours, months or years of service for the purposes of this Article

Vacations shall be taken in the vacation year in which they are due and may not be carried forward to another year.

Vacations shall be granted on the basis of seniority. The Employer shall post a blank vacation schedule by February 15 of each year so employees may submit their vacation requests. Vacation requests shall be submitted by March 15 of each vacation year. The Employer will post the authorized vacation schedule by May 1<sup>st</sup> of each vacation year. The number of employees allowed to take vacation at **any** given time shall be determined by the Employer.

13.01a) Full-Time Vacation Entitlement:

Employees shall be entitled to the following vacation with pay:

- i) Employees with less than one (1) **year** service on March 31 of each year shall receive four percent **(4%)** of their **gross** earnings in lieu of vacation.
- ii) Employees who have completed one year but less than five years of continuous service shall be entitled to 10 days of annual vacation.

- iii) Employees who have Completed at least five years of continuous service shall be entitled to 15 days of annual vacation.
- iv) Employees who have eight years of service as of November 3<sup>rd</sup>, 2000 shall be entitled to 20 days of annual vacation.

**An** employee absent in excess of ten (10) working days without pay in any one (1) calendar month shall not accumulate any vacation time for the month during which such absence occurs.

**13.01b) Part-Time Vacation Entitlement:**

Part-time employees shall be entitled to time off and vacation pay in the amount of four percent (4%) of their wages, in accordance with the *Employment Standards Act*. After having completed 9750 hours of work, part-time employees shall be entitled to time off and vacation pay in the amount of six percent (6%) of their wages.

**13.02 Applicable to full-time employees only**

In the event that an employee requires hospitalization while on vacation, he shall be deemed to be on sick leave to the extent that he is so hospitalized during his vacation period and has sick leave entitlement to his credit, provided proof of the hospitalization is submitted in such circumstances and the Employer is notified of the hospitalization as soon as possible, Vacation days so displaced will be rescheduled at the discretion of the Employer.

**13.03** **An** employee who leaves the employ of the Employer for any reason shall receive a vacation pay based on his earned vacation entitlement less any vacation pay already received.

**13.04** The Employer shall determine the date of **an** employee's vacation on the basis of seniority, taking into account the Employer's necessity to maintain sufficient and qualified staff to ensure the efficient operation of the service.

**ARTICLE 14: LEAVE WITH AND WITHOUT PAY FOR UNION BUSINESS**

**14.01** When a shop steward is granted leave without pay for a specific period, the Employer shall give him written authorization in which case the employee shall not lose any of the rights he has acquired under the provisions of this Agreement, provided that he resumes his employment within the prescribed time.



- 14.02 It is agreed that no more than two (2) shop stewards shall be granted leave of absence without pay at the same time. The Union will submit in writing to the Department Manager or his designate the name(s) of the steward(s) requesting leave and the date(s) of the leave. This request shall be presented at least five (5) working days prior to the leave. The granting of such request will be dependent on the Employer's right to maintain the efficiency of its operations. It is agreed that these absences will not exceed fifteen (15) days per calendar year for the shop stewards.
- 14.03 Where an application for leave pursuant to 14.02 is made less than five (5) working days before it is to be taken, the shop steward must give reasons to the Manager of Operations for their inability to comply with paragraph 14.02, which reasons the Manager of Operations is free to accept or refuse.
- 14.04 The Union acknowledges that shop stewards have regular duties which must be effectively and efficiently performed on behalf of the Employer. Thus, it is understood that the shop stewards will not leave their duties to attend to Union business without first obtaining permission to do so from their immediate supervisor and when returning to their regular duties, after permission was granted, they must report their return to their immediate supervisor.
- 14.05 Any employee called by the Union to perform full-time Union duties shall be allowed a leave of absence without pay or benefits to a maximum of one (1) year and shall retain his seniority and acquired rights as of the date of his departure.
- 14.06a) Bargaining Committee
- The Employer agrees to recognize a negotiating committee comprised of three (3) shop stewards of the Union for the purpose of negotiating a collective agreement. The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations with the Employer, up to but not including arbitration.
- 14.06b) Grievance Committee
- The Employer shall recognize a Grievance Committee which shall be composed of not more than (3) three shop stewards which will deal with such complaint that may arise from time to time during the term of this agreement. Shop stewards attending a grievance meeting with the Employer will not lose regular pay. The Employer will pay shop stewards their regular salary rate for time spent with a Grievance Settlement Officer.

## ARTICLE 15: PREGNANCY LEAVE

- 15.01 Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- 15.02 **A** pregnant employee who has been in the employ of the Employer for at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay of up to a maximum of seventeen (17) weeks duration.
- 15.03 A pregnant employee may request an unpaid leave of absence when her physician certifies her as unable to perform her regular duties. Such leave will end no later than on the day of the birth at which time the pregnancy leave will begin. **An** employee may begin her pregnancy leave no earlier than seventeen (17) weeks before the expected birth date. The Employer may request the employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.
- 15.04 The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. At such time she shall also provide to the Employer a medical certificate from her treating physician stating the expected date of birth.
- 15.05 The employee shall reconfirm her intention to return to work on the date originally approved in article 15.04 by written notification received by the Employer at least two (2) weeks in advance thereof.
- 15.06 On the day of her return to work after pregnancy leave, the employee will provide to the Employer a medical certificate from her treating physician confirming her ability to perform her regular duties.
- 15.07 The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job.
- 15.08 **An** employee newly hired to replace an employee who is on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration.

## ARTICLE 16: PARENTAL LEAVE

- 16.01 An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision,

- 16.02 **An** employee who has been in the employ of the Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay of up to a maximum of thirty-seven (37) weeks duration or, if the employee also took pregnancy leave, of up to thirty-five (35) weeks duration.
- 16.03 The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time, Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- 16.04 The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- 16.05 The employee shall reconfirm his intention to return to work on the date originally approved in article 16.04 by written notification received by the Employer at least two (2) weeks in advance thereof.
- 16.06 The employee shall be reinstated to **his** former position unless the position **has** been discontinued in which case he shall be given a comparable job.
- 16.07 **An** employee newly hired to replace an employee who is on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration.

## ARTICLE 17: ADOPTION LEAVE

- 17.01 Adoption leave will be granted in accordance with the provisions dealing with parental leave of *Employment Standards Act*, except where amended in this provision.
- Where an employee with at least thirteen (13) weeks of continuous service qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up to thirty-seven (37) weeks duration. Such employee shall advise the Employer as far in advance as possible of having qualified to adopt a child. The employee shall give written notification in writing upon receipt of confirmation of the pending adoption. The notification must include the date of commencement of the leave, the expected date of return and shall be accompanied by a proof of adoption.
- 17.02 The employee shall reconfirm her/his intention to return to work on the date originally approved in article 17.01 by written notification received by the Employer at least two (2) weeks in advance thereof.
- 17.03 The employee shall be reinstated to her/his former position unless the position has been

discontinued in which case she/he shall be given a comparable job.

- 17.04 **An** employee newly hired to replace an employee who is on approved adoption leave may be released and such release shall not be the subject of a grievance or arbitration.
- 17.05 If an employee is granted adoption leave, the employee is not entitled to leave under Article 16 of this collective agreement.

#### **ARTICLE 18: BEREAVEMENT LEAVE**

- 18.01a) **An** employee who notifies the Employer **as** soon as possible following a bereavement shall be entitled to leave without loss of regular pay for up to the three (3) consecutive days up to and including the day of the funeral of a member of his immediate family. "Immediate family" means father, mother, brother, sister, husband, wife, child, mother-in-law, father-in-law, maternal and paternal grandparent or grandchild, common law spouse as defined in the *Family Law Reform Act*.
- 18.01b) Pay for bereavement leave shall be based on time lost from regularly scheduled shifts which he would otherwise have worked. Payment for such day **or** days off will be confined to the period from the date of death up to and including the date of the funeral.
- 18.02 These days of paid leave shall not be granted if they coincide with any other holiday observed under this agreement.
- 18.03 In all cases, the employee shall advise his immediate supervisor and produce proof of the facts when required.
- 18.04 Only the working days during such leave shall be paid for and then only if the time is used in accordance with the provisions of this article.

#### **ARTICLE 19: COMPENSATION**

- 19.01 The Employer agrees to pay salaries in accordance with Schedule "A".
- 19.02 All changes in salary, whether the result of a promotion, demotion or a general increase shall become effective at the start of the second pay period following such occurrence and be retroactive to day of occurrence.
- 19.03 An employee shall be bound to pay for or replace the tools, equipment or furniture broken or damaged by him as the result of carelessness, disregard for accepted work methods or negligence on his part.

- 19.04 The Employer shall pay all of its employees by direct bank deposit to the banking institution of the employee's choice as advised to the employer in writing. The employer shall issue a pay stub under envelope containing the following information: name of the wage earner, date of the pay period, itemized deductions made, the number of working hours both regular and overtime. In case of emergency outside the employer's control whereby direct pay deposit is possible, the employer shall pay its employees by cheque within 24 hours of regular pay day.
- 19.05 The Employer shall pay its employees every second Thursday after 13h30.

#### **ARTICLE 20: EDUCATION LEAVE**

- 20.01 If the Employer requires an employee to write examinations to upgrade his/her employment qualification, the employee shall be entitled to the necessary time off with pay to write the examination. The employee will not lose seniority and benefits.
- 20.02 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs of the course. If such courses are during working hours, the Employer shall pay the employee his/her regular salary.

#### **ARTICLE 21: GENERAL CONDITIONS**

- 21.01 Whenever the singular or masculine is used in this agreement, it shall be construed as if the plural or feminine has been used where the context of the parties hereto so requires.
- 21.02 Any changes deemed necessary in this agreement may be made by a mutual written agreement at any time during the existence of this agreement.
- 21.03 On the occasion of a Provincial election in Ontario, employees qualified to vote will be entitled to time off without loss of salary as specified in the *Ontario Provincial Election Act*.
- 21.04 A private agreement between the Employer and an individual employee respecting wages or working conditions shall not be valid unless it has the written approval of the Union.

#### **ARTICLE 22: ACCIDENT PREVENTION, HEALTH AND SAFETY COMMITTEE**

- 22.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.

- 22.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention, Health and Safety Committee at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees. The representative can be replaced by **an** alternative.
- 22.03 Such committee shall identify potential dangers and hazards, shall institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 22.04 The Employer agrees to provide the information required by legislation to enable the committee to fulfil its functions.
- 22.05 Meetings shall be held once every three (3) months or more frequently at the call of the chair if required. The committee shall maintain minutes of all meetings.
- 22.06 **Any** representative appointed or selected in accordance with 19.02 shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further terms on one (1) year. Time off for such representative to attend meetings of the Accident Prevention, Health and Safety Committee in accordance with the foregoing shall be granted and any representative attending such meeting during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 22.07 The Union agrees to obtain the full cooperation of its membership in the observation of all safety rules and practices.

## ARTICLE 23: JURY & WITNESS DUTY

- 23.01 If **an** employee is required to serve as a juror in any court of law, or is required by subpoena to attend **as** a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroners inquest in connection with a case arising from the employees duties at the hospital, the employee shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided the employee:
- (a) notifies the Employer immediately on the employee's notification that she will be required to attend court;
  - (b) presents proof of service requiring the employee's attendance;
  - (c) deposits with the Employer the **full** amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

## ARTICLE 24: UNION NOTICES

- 24.01 The Employer agrees to provide an enclosed bulletin board, located at the employee sign-in area at the Ottawa Hospital, General Campus.
- 24.02 Notices of Union meetings may be posted on this bulletin board by Union officials.
- 24.03 Notices other than those respecting Union meetings must be authorized by the Director of Operations or his appointee before being posted by Union officials.

## ARTICLE 25: SICK LEAVE

“Article 25 is applicable to full-time employees only”.

- 25.01 After three (3) months of regular full-time continuous service with the Employer, full-time employees shall begin to accumulate credits for sick leave at a rate of one half (%) days per completed month of work. Sick leave with pay will not be granted during the first three (3) months of full-time employment, but thereafter the credits will be retroactive to the date of full-time status.
- 25.02 For the purpose of this article, a year is defined as the period from April 1 to March 31 of each year. Sick leave credits may accumulate from year to year up to a maximum of eighteen (18) days.
- 25.03 Sick leave credits may be applied only to absence due to sickness.
- 25.04a) To be entitled to this remuneration, the employee working the day shift must inform the Employer of his illness at least one (1) hour prior to the beginning of his regular shift, absolute incapacity excepted, and upon his return to work, he must report to his supervisor. **An** employee working on an evening or night shift must give the Employer two (2) hours notice in order to allow the Employer adequate time to arrange for a replacement. The Employer shall be entitled to request a certificate from the employee's consulting doctor, after three (3) days absence for illness. However, in all cases, the Employer shall be entitled to have the employee examined by a doctor of its choice.
- 25.04b) **An** employee who is sent home by the Employer and the Health Office due to illness shall be paid sick leave provided that he has sick leave entitlement to his credit.
- 25.05 The Employer reserves the right to require satisfactory proof of illness from the employee's consulting doctor for those employee's exhibiting a clear pattern of habitual

sick leave usage.

- 25.06 If an employee is injured on the job and his supervisor excuses him from further duty for the balance of the shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

## **ARTICLE 26: OFFICIAL WORKING LANGUAGES**

- 26.01 The English text of this Agreement shall be considered the official text.
- 26.02 The Employer will within sixty (60) days after all outstanding issues have been settled provide the Union with copy of the English collective agreement. Within sixty (60) days of receiving the English text, the Union will translate to French the agreement and will submit a copy to the Employer for its review. If applicable, the parties will meet to discuss changes to the French text. Within **sixty** (60) days thereof the Employer will provide printed copies of the agreement. The Employer will assume the costs associated to the printing of the collective agreement.

## **ARTICLE 27: UNIFORMS**

- 27.01 The Employer shall provide up to a maximum of three (3) uniforms to employees.
- 27.02 Only uniforms provided by the Employer are to be worn by employees. Uniforms are to be worn on work days only.
- 27.03 The employee will be responsible for the cleaning and proper maintenance of their uniform.
- 27.04 On leaving the employ of the Employer, the employee will return to the Employer all of the uniforms in his possession.

## **ARTICLE 28: TECHNOLOGICAL CHANGES**

- 28.01 The Employer undertakes to notify the Union in advance of any technological changes which the Employer has decided to introduce which will significantly change the employment status of employees within the bargaining unit.
- 28.02 Employees subject to a layoff because of a technological change as per article 28.01 will receive notice of pay in lieu as per the terms of the *Employment Standards Act*.



**ARTICLE 29: GENERAL LEAVE OF ABSENCE**

29.01 **An** employee shall be entitled to apply for an unpaid leave of absence. Such request shall be submitted in writing at least four **(4)** weeks prior to the commencement of the leave. The granting of the leave shall be dependent on the Employer's **right** to maintain the efficiency of its operations and ~~shall~~ not be granted for ~~the~~ purpose of working elsewhere or starting a business. Seniority shall not accrue during the leave.

**ARTICLE 30: DURATION**

30.01 This agreement shall ~~run~~ for ~~two~~ (2) years from February 10, 2001 to February 10, 2003.

Signed in Ottawa on the \_\_\_\_\_ day of \_\_\_\_\_, 2001.

For Souldard Janitorial  
Management Service Ltd.

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For International Union of  
Operating Engineers, Local 772

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**APPENDIX "A" WAGES**

<b>Effective Date</b>	<b>Full-time Housekeeper Attendant</b>	<b>Part-time Housekeeper Attendant</b>	<b>Casual and Weekend Housekeeper Attendant</b>
<b>February 11, 2001</b>	<b>\$11.95</b>	<b>\$11.45</b>	<b>\$10.95</b>
<b>February 10, 2002</b>	<b>\$11.95</b>	<b>\$11.70</b>	<b>\$11.45</b>
<b>February 11, 2002</b>	<b>\$12.15</b>	<b>\$11.90</b>	<b>\$11.65</b>
<b>February 10, 2003</b>	<b>\$12.15</b>	<b>\$12.15</b>	<b>\$12.15</b>

**Shift premium:**

There ~~shall be~~ a twenty-five cents (**\$0.25**) per hour shift premium for **night** shifts commencing at **11:00pm** or after,

## Letter of Understanding 1

The **parties** agree to form a Labour/Management committee to discuss the sectors and floor workloads.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2001, at the **City** of Ottawa.

For Soulard Janitorial  
Management Service Ltd.

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**For** International Union of  
Operating Engineers, Local 772

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## Letter of Understanding 2

With regards to entitlement to vacation pay for part-time employees, the parties have agreed to the following amendment to be included in Article 13.01b):

*After having completed 15,600 hours of work, part-time employees shall be entitled to time off and vacation pay in the amount of eight percent (8%) of their wages.*

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2001 at the City of Ottawa.

**For Soulard Janitorial  
Management Service Ltd.**

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**For International Union of  
Operating Engineers, Local 772**

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### Letter of Understanding 3

On or before ~~February~~ 10, 2003, the Employer shall, in consultation with the union, explore the possibility of converting ~~some~~ or all part-time positions to full-time positions.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2001 at the City of Ottawa.

For Souldard Janitorial  
Management Service Ltd.

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For International Union of  
Operating Engineers, Local 772

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