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COLLECTIVE AGREEMENT

Between

OSHAWA GENERAL HOSPITAL,  
(Hereinafter referred to as "the Employer")

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
(Hereinafter referred to as "the Union")

LOCAL 796



Expiry Date: 31 March, 1996

OCT 21 1996

10122(02)

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - SCOPE

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for those of its employees certified in accordance with the amended Certificate issued by the Ontario Labour Relations Board dated 16 August, 1993.
- 2.02 The Hospital and the Union agree that the assignment of work functions covered by the Operating Engineers Act shall not be made to managerial personnel outside the bargaining unit (except in cases of an emergency nature) where qualified bargaining unit personnel are reasonably available to do such work. Nothing in this paragraph shall interfere with the normal performance of duties such as the instruction of employees, the inspection of equipment or process of research.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Employer agrees that there will be no discrimination, interference, restriction or coercion exercised or practised by any of its representatives with respect to any employee because of his membership or non-membership in the Union.
- 3.02 Wherever the masculine pronoun is used in this Agreement, it includes the feminine pronoun and vice versa where the context so requires.

ARTICLE 4 - NO COERCION

- 4.01 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on employees of the Hospital by any of its members or representatives, and that there will be no union activity, solicitation for membership or collection of dues on Hospital time, and no meetings on Hospital premises except with the prior permission of the Employer.

ARTICLE 5 - RELATIONSHIP

- 5.01 The Union agrees that any employee to whom this contract applies may exercise, or may refrain from exercising, his right to become a member of the Union or ceasing to be a member of the Union.

ARTICLE 6 - UNION SECURITY

- 6.01 a) The Employer agrees to deduct from the wages and retroactive pay, where applicable, of each employee the monthly union dues as set from time to time whether a member or non member and remit same to the Secretary-Treasurer of the Union, monthly. The dues deduction will be made from the last pay of each month which will cover current dues for that month.
- b) The Union agrees to keep the Employer informed of the name and address of the Secretary-Treasurer of the Local Union.
- c) In consideration of the deducting and forwarding of union dues by the Hospital, the Union agrees to indemnify and save harmless the Hospital against any claims or liabilities arising or resulting from the operation of this Article.
- 6.02 A new employee will have the opportunity to meet with a steward of the Union in the employ of the Hospital for a period of up to 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 Hospital as part of the orientation program.

ARTICLE 7 - RESERVATION OF MANAGEMENT RIGHTS

- 7.01 The Union acknowledges that it is the exclusive function of the Employer to:
- i) maintain order, discipline and efficiency;
  - ii) hire, discharge, direct, transfer, classify, promote, demote or discipline employees provided that a claim of discriminatory classification, promotion, demotion or transfer, or claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance, and dealt with as hereinafter provided:
  - iii) administer and manage all the affairs of the Hospital.

ARTICLE 8 - STEWARD

- 8.01 It is agreed that Bargaining Unit employees may elect one steward from among their own number as the representative of the group. To be eligible he must have acquired seniority. The Union shall supply the Hospital with the name of the elected steward, and of any changes made in representation.
- 8.02 The Hospital agrees to compensate the Union Steward to the extent of his regular pay during regular working hours for negotiating time and servicing grievances up to the commencement of conciliation.'

ARTICLE 9 - COMPLAINTS AND GRIEVANCES

9.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that:

i) An employee has no grievance until he has given his immediate superior an opportunity to adjust the complaint.

ii) The Employer may, at its discretion, refuse to consider a grievance, or having considered it refuse to agree to arbitration of any matter, the alleged circumstances of which occurred more than ten (10) days prior to the filing of the grievance in writing, the exception being an error in payroll administration.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Grievances shall be dealt with in the following manner provided such grievances are in writing and state the nature of the grievance, and sections(s) of the contract alleged to be violated and the redress sought, and are filed within ten (10) days of the alleged grievance. Replies to the grievance shall be in writing in all stages. Any grievance not processed from one step to the next within (5) working days shall be considered settled.

STEP NO. 1:

If the employee is satisfied that he has a grievance he shall present such grievance, signed by himself and his steward, to his immediate superior. He may be accompanied by his steward when presenting his grievance.

STEP NO. 2:

Failing settlement of the grievance at Step No. 1, the union steward may take the matter up with the Director, Facilities Management. The Director, Facilities Management shall give his reply within a period of three (3) working days. Failing a satisfactory settlement, the union steward may invoke the third step of the grievance procedure, but only within a period of three (3) working days from receipt of the reply of the Director, Facilities Management. If no such advice is received by the Director, Facilities Management as to the Union Steward invoking the third step of the grievance procedure within such time, it shall be presumed that the grievance has been settled satisfactorily by the reply of the Director, Facilities Management.

STEP NO. 3:

The Union Steward shall present the written grievance to the Director, Human Resources, or his designated representative(s). A meeting will then be held between the Director, Human Resources, or his designated representative(s), the Director, Facilities Management, the Union Steward, an outside representative of the Union, and the grievor (if he/she desires to attend), and a decision shall be rendered within one (1) week from the date of receipt of the grievance. Should the reply of the Director, Human Resources be unsatisfactory, the Union Steward may, but only within a period of fifteen (15) days from the date of the reply of the Director, Human Resources, invoke the arbitration provisions of this agreement.

AN GLE 11 - ARBITRATION

- 11.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this agreement which cannot be settled after exhausting the grievance procedure will be settled by arbitration as defined in the Ontario Labour Relations Act. The parties may refer such a dispute to arbitration under either s.45 or s.46 of the Act.

ARTICLE 12 - LIMITATIONS ON THE BOARD OF ARBITRATION

- 12.01 An arbitration board shall not be authorized to alter, modify, amend or add to any part of this agreement.
- 12.02 No person shall be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 12.03 Each party shall be responsible for the expenses of its own appointee, and an equal share of the fee and expenses of the chairman.

ARTICLE 13 - SPECIAL GRIEVANCES

- 13.01 A claim by an employee that he has been discharged without good cause shall be treated as a grievance if a written statement of such grievance is Lodged with the Director, Human Resources or his designated appointee, and the Union within two (2) working days of discharge. Step No. 1 and Step No. 2 of the grievance procedure shall be omitted in such cases.
- 13.02 Such special grievance may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or board of arbitration if the matter is submitted to a board.

ARTICLE 14 - MANAGEMENT GRIEVANCES

- 14.01 It is understood that the Employer may bring forward at any meeting with the grievance committee any complaint or grievance, and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties it may be referred to arbitration.

ARTICLE 15 - UNION POLICY GRIEVANCE

- 15.01 It is understood that the Union may bring forward at any meeting with the authorized representatives of the Hospital any complaint or grievance, and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties it may be subject to arbitration.
- 15.02 The parties agree that this procedure will not be used to circumvent the normal grievance procedure.

ARTICLE 16 - NO STRIKES OR LOCKOUTS

16.01 The Union and the Employer agree that there will be no strikes or lockouts during the term of this agreement or any extension thereof. "Strikes" and "lockouts" are to be defined in the Ontario Labour Relations Act.

ARTICLE 17 - SENIORITY

17.01 a) "Seniority" where used in this Agreement shall mean the relative status of persons employed by the Hospital in accordance with the length of continuous service (i.e. unbroken service) since the date of last hiring as shown by the Hospital's records; subject to correction of errors and omissions; and for the purpose of this Agreement: service shall not be deemed broken by a lay-off unless and until seniority is lost as hereinafter provided. Where lay-off or recall are concerned however, the seniority of an employee shall be based on the length of time the employee has worked in the department while in the employ of the Hospital.

b) Hospital service shall be used solely for computing length of vacations and participation in the Hospital pension plan.

17.02 A new employee shall be on probation until he has worked for a period of sixty (60) days and if retained shall thereupon have his seniority dated from the beginning of the probationary period. Prior to the expiration of this probationary period, an employee shall be considered temporary. There shall be no responsibility on the part of the Hospital to re-employ temporary employees who are laid off or discharged. The discharge or laying off of a temporary employee shall not be made the subject of a grievance under this Agreement.

17.03 Seniority shall be lost and the employee shall be deemed to have terminated if he/she:

(i) quits;

(ii) is discharged;

(iii) has been laid off for a period of twenty-four (24) months;

(iv) is absent from work more than three consecutive working days without furnishing to the Hospital either by telephone or letter a satisfactory explanation for such absence; or,

(v) is absent due to illness or disability for a period of eighteen (18) months from the time the disability or illness commenced.



17.04

Lay-Offs and Recalls

- a) In the event of lay-off due to lack of work, the Hospital agrees to give seven (7) days notice wherever possible.
- b) In all cases of lay-off and/or recall in his job classification (except lay-offs of less than seven (7) days duration) an employee will exercise only the amount of seniority he accumulated while working in the department and will not be entitled to displace an employee in any other classification.
- c) No other employee possessing seniority shall be laid off until all temporary employees have been laid off, provided that the said employee possessing seniority is willing to be transferred under the conditions pertaining to the job and is capable of performing satisfactorily the work being done by the temporary employee.
- d) When recalling a laid-off employee who retains his seniority, the Hospital will notify such laid-off employee by mail stating the job available and the time of starting, which shall not be less than seven (7) days from the date of such mailing. The above notice will be sent to the last address of such laid-off employee on record with the Hospital. Failure to notify the Hospital in writing within five days following the mailing of such notice by the Hospital, that such laid-off employee will report for work at the time specified, or having so notified the Hospital failure to report at the time stated in the notice, shall constitute a break in service and his seniority shall consequently be lost.
- e) When an employee has been laid off, the Hospital shall notify the Union to that effect, stating the reasons for the lay-off. The Hospital shall notify the Union when an employee is to be recalled.

17.05

Promotions

- a) In all cases of promotion (except to or in categories outside the bargaining unit) the Hospital shall consider the following two factors in determining which employees are to be promoted;
  - (i) The length of time the employee has held the higher rated certificate required to fill the promotional job opening, and"
  - (ii) The efficiency of operations and the knowledge, training and skill of the employee to do the job.
- b) When in the opinion of the Hospital, which shall not be exercised in an arbitrary or discriminatory manner, factor (ii) is to all intents and purposes equal as between two or more employees, then (i) shall govern.

a

17.06

Absence

- a) The Hospital will grant leave of absence without pay to an employee for a reasonable time, for good cause, if he can be spared.

b) The Hospital will grant leave of absence to attend union conventions to one employee covered by this agreement subject to the following conditions:

(i) That the Union give at least two (2) week's written notice to the Hospital designating the employee for whom leave is desired.

(ii) That such leave granted will not exceed five (5) working days within any twelve month period.

(iii) That the employee can be spared.

c) The Hospital will, on written application from the Union, grant up to one (1) year's leave of absence without pay to one employee for full time service with the Union. Termination of this Agreement will cancel such leave of absence.

d) Employees granted leave of absence under these provisions shall accumulate seniority during their absence.

e) Every permit for absence must be in writing and signed by an authorized Hospital official.

f) Any employee who is unable to report for work for any reason will notify the head of his department, or his designated appointee, within two (2) hours prior to the normal starting time.

17.07

#### Technological Change

a) In the event of a lay-off or proposed lay-off of employees resulting from an innovative change in the technology utilized in the Hospital's Engineering Department, upon the request of the Union a meeting will be held to consider alternative employment opportunities in the Hospital and the training required to prepare eligible employees, for such opportunities. If no suitable employment opportunities are available in the Hospital, the Hospital will request the Federal and Provincial Manpower Departments. to assist the employees in such training programs as will qualify them for appropriate employment opportunities.

b) The Hospital will notify the Union and those employees who may be affected in advance, so far as is practicable, of the date employees may be laid off as a result of the change in technology.

c) An employee whose position becomes redundant shall be given the opportunity to fill any vacancy in the bargaining unit for which he has seniority and if there is no vacancy, to bump the junior employee working in the bargaining unit. In filling either position, the employee must possess the necessary knowledge, proficiency and skill to perform the functions of his new positions and shall be given a trial period of up to thirty (30) days in which to demonstrate his suitability and to retain his employment.

d) In the case of permanent lay-off from the Bargaining Unit and the Hospital has no alternative employment to offer the employee, a special cash-out of accumulated sick leave credits as provided in Article 20.01, following, equal to 25 per cent of such credits will be made in addition to full cash-out to which the employee may be entitled. Such special cash-out will not be paid where alternative employment is offered to the employee.

e) The parties agree in the event the Hospital makes application to revise the registration of the plant under the Operating Engineers Act, the Hospital will notify the Union and affected employees forthwith.

f) If the registration is up-graded, sufficient time will be extended to achieve the higher certificate required. Conversely, de-registration or down-grading will result in the option of severance pay, as provided in the Employment Standards Act, or reclassification to a vacant bargaining unit position.

g) The Hospital further agrees to extend written notice of pension entitlement and extension of benefit coverage as applicable.

17.08 Contracting Out,

The Hospital will not contract out any bargaining unit work which will result in a reduction in the regular hours of work for any full-time employee or result in the Layoff of employees. Contracting out to an employer who will employ the employees of the bargaining unit who would otherwise be laid off with the same terms and conditions of employment is not a breach of this provision.

ARTICLE 18 - SAFETY PROVISIONS

18.01 The Hospital and the Union agree to comply with all the provisions of the Industrial Safety Act and the Operating Engineers' Act. Safety problems will be brought to the attention of the Employer and the Union and if not remedied within five (5) working days by either party they may be taken up as a grievance.

18.02 Health and Safety Committee

a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.

b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident-Prevention - Health and Safety Committee, at least one representative selected or appointed by the Union from amongst bargaining unit employees.

c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health;

d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.

e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted, and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at his regular or premium rate as may be applicable.

g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

#### ARTICLE 19 - SAFETY SHOES

19.01 Effective 1 January, 1993, the Hospital will provide a safety footwear allowance of up to \$35.00 once in each calendar year to each full-time employee who is required to wear safety footwear. Such footwear must be Hospital and C.S.A. approved. Payment will be made on presentation of receipt of purchase.

#### ARTICLE 20 - SICK LEAVE AND BEREAVEMENT ALLOWANCE

##### 20.01 sick Leave

Effective sixty (60) days following the signing of the collective agreement, the Hospital agrees to effect a transfer from the existing accumulation sick leave plan to an integrated short and long term disability plan, (the Hospitals of Ontario Disability Income Plan or its equivalent) under the following terms and conditions:

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

20.03 Effective the first of the month following the transfer, all existing sick leave plans in the affected hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating payout of unused sick leave benefits which are specifically dealt with hereinafter.

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

i) supplement payment for sick leave days under the new programs which would otherwise be at less than full wages;

ii) where a payout provision existed under the former sick leave plan in the Collective Agreement, payout on termination of employment shall be that portion of any unused sick leave dollars under the former conditions relating to payout; and

iii) where, as of the effective date of transfer, an employee does not have the required service to qualify for payout on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave dollars providing he subsequently achieves the necessary service to qualify him for payout under the conditions relating to such payment.

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

**20.06** **Bereavement Allowance**

a) An employee may be allowed up to a maximum of three (3) working days off with pay to attend the funeral of the deceased when a death occurs in the immediate family. "Immediate family" will mean: father, mother, sister, brother, husband, wife, son, daughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren and grandparents.

b) It is understood and agreed that pay for bereavement leave shall be based on time lost from regularly scheduled shift(s) which would otherwise have been worked. An employee shall not receive pay for a day or days in such three-day period occurring on paid holidays, during vacation or when on leave of absence, with or without pay. Payment for such days off will be confined to the period from the date of death up to and including the date of the funeral.

c) If an employee is unable to attend the funeral for any reason, he shall be entitled to one day's leave without loss of regular straight time earnings for bereavement on the day of the funeral.

ARTICLE 21 - REPORTING ABSENCE

21.01 Any employee because of injury or sickness who is unable to report in person to work must notify the head of his department, or his/her designated appointee, within two (2) hours prior to the normal starting time. In case of absence because of illness or injury the employee will, if requested to do so, produce a medical certificate from a duly qualified medical practitioner. The Employer reserves the right to verify the merits of any medical certificate presented.

ARTICLE 22 - OVERTIME MEALS

22.01 For employees who are required to work one-half shift or more immediately following their normal shift, the Employer agrees to provide a meal in the cafeteria. If the cafeteria is closed the employee will be given his choice of either:

i) \$3.75 in lieu of a meal or

ii) a cafeteria meal voucher.

ARTICLE 23 - LABOUR MANAGEMENT COMMITTEE MEETINGS

23.01 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.

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

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

ARTICLE 24 - UPGRADING COURSES

24.01 Where an employee is required by the Hospital to take a Hospital approved course, the cost of such course will be paid by the Hospital upon receipt of certification.

ARTICLE 25 - JURY DUTY AND SUBPOENA

25.01 Employees who are served with a summons for jury duty or who are subpoenaed shall notify their department head and state the date their jury duty begins or the day on which their subpoena requires their appearance in Court. Employees shall advise their department head the day before their return to work.

- a** **J2** If not selected to serve, having appeared, employees shall report back to their department head within two (2) hours of such notification if two (2) hours or more remain of their regular working day.
- 25.03** Excluding allowed expenses, employees shall be compensated for each working day they are absent by receiving the difference between the pay they would have received while working and the amount paid by the Court.

**ARTICLE 26 - REGULAR WORK WEEK**

- 26.01** The regular work week for operating engineers shall average forty (40) hours per week to a total of 160 hours over a four-week period.
- 26.02** The regular work week for refrigeration/HVAC mechanics shall average thirty-seven and one half (37 1/2) hours per week to a total of 150 hours over a four-week period.
- 26.03** The employees must report to their Place of Work (in uniform where required) at the starting time and remain on duty for the full working shift.
- 26.04** An employee who reports for work on a scheduled shift, unless otherwise previously notified by the Employer, shall receive a minimum of four (4) hours' pay if no work is available for that shift.
- 26.05** Operating engineers scheduled for 8 hours per day, 40 hours per week will be paid for a 30-minute lunch break. Such employees will be required to remain on Hospital premises and be available for work if needed during the Lunch period.

**ARTICLE 27 - SHIFT PREMIUM**

- 27.01** Effective 3 December, 1992, an employee shall be paid an afternoon shift premium of seventy-five cents (\$ 0.75) per hour for each hour worked between 1500 hours and 2300 hours or such other 8 hour period that the Hospital may establish.
- 27.02** Effective 3 December, 1992, an employee shall be paid a night shift premium of ninety cents (\$ 0.90) per hour for each hour worked between 2300 hours and 0700 hours or such other 8 hour period that the Hospital may establish.

**ARTICLE 28 - WEEKEND PREMIUM**

- 28.01** Effective 3 December, 1992, an employee shall be paid a weekend premium of one dollar (\$ 1.00) per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday or such other 48 hour period that the Hospital may establish. If any employee is in receipt of premium payment pursuant to a scheduling regulation with respect to consecutive weekends worked, he will not receive weekend premium under this provision.

ARTICLE 29 - OVERTIME

- 29.01 Overtime shall be paid according to the provisions of The Employment standard Act, 1968.
- 29.02 Any hours worked by an operating engineer in addition to working eight hours in any one day or 160 hours in a four week period shall be paid at time and one-half the employee's straight time hourly rate of pay.
- 29.03 Any hours worked by a refrigeration/HVAC mechanic in addition to working seven and one-half hours in any one day or 150 hours in a four week period shall be paid at time and one-half the employee's straight time hourly rate of pay.
- 29.04 Double time will be paid for overtime worked after a period of 12 consecutive hours have been worked.
- 29.05 Overtime shall be equitably distributed among employees who are available and qualified to perform the required work.
- 29.06 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.
- 29.07 When an employee is required to work more than eight (8) hours in any consecutive twenty-four (24) hour period, overtime rates shall apply. This premium shall not apply where a schedule is changed by mutual agreement, or the standard schedule provide less than sixteen (16) hours between shifts.

ARTICLE 30 - OVERTIME ON DAYS OF REST

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

ARTICLE 31 - OVERTIME ON A PAID HOLIDAY

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

ARTICLE 32 - EMERGENCY CALL-IN PAY

- 32.01 An employee called in to perform emergency work after having completed his regular shift and gone home shall be paid a minimum of four (4) hours pay at the rate of time and one-half the employee's regular hourly rate. Any calls that occur during the minimum guarantee period will be covered by the minimum guarantee. Where the call-in period is continuous with the regular scheduled shift the minimum guarantee shall not apply.



ARTICLE 33 - STANDBY

33.01 An employee who is required to be on standby shall receive an allowance of one dollar and seventy-five cents (\$1.75) per hour of standby. The pay for etandby will not be deducted from call-back when an employee is called back during the standby period.

ARTICLE 34 - NO PYRAMIDING

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

ARTICLE 35 - HEALTH AND EARNED BENEFITS

35.01 Supplementary Semi-private Plan

The Hospital agrees to contribute 100% of the premium for **Semi-Private** Hospitalization Insurance for each full time employee in the active employ of the Hospital, the balance being paid by the participating employee through payroll deduction.

35.02 Extended Health Care

Effective 3 December, 1992, the Hospital agrees to contribute **seventy-five percent** (75%) of the premium for the existing **Extended Health Care Plan** on behalf of each active employee of the Hospital, the balance being paid by the participating employee through payroll deductions. The deductible will be \$15.00 (single) and \$25.00 (family). In addition to the standard benefits, coverage will include vision care (maximum \$90.00 every 24 months).

35.03 Group Life Insurance

The Hospital. agrees to contribute one hundred percent (100%) of the premium for the existing **Life Insurance Plan** on behalf of each active employee, the balance being paid by the participating employee through payroll deduction.

35.04 Dental Plan

The Hospital agrees to contribute fifty percent (50%) of the premium for **Blue Cross Dental Plan #9** (or its equivalent) current **O.D.A. fee** schedule on behalf of **each active** employee, the balance being paid by the participating employee through payroll deduction.

35.05 Pension Plan

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions.

**35.06**     Chancre of Carrier

The Hospital may at any time substitute another carrier for any plan provided that the **benefits** provided thereby are substantially the **same**. Such substitution will not occur on **less** than **sixty (60)** days notice to the Union.

**ARTICLE 36 - BENEFITS FOR PART-TIME EMPLOYEES**

**36.01**     A part-time employee shall receive **in lieu** of all fringe benefits (being those benefits to an employee, paid in whole or part by the Hospital, **as** part of direct compensation or otherwise, including **holiday pay** and pension, save and except salary, vacation pay, standby pay, call-back pay, reporting pay, responsibility allowance, jury and witness duty and bereavement pay) an amount equal to **12%** of his/her regular straight time hourly rate ~~or~~ **for all straight time hours paid**. Should OHIP revert to ~~being~~ funded by ~~employee/employer~~ premium payment **as opposed** to being administered as a payroll tax after **1** January, 1990, the percentage paid shall **be fourteen (14)**.

**ARTICLE 37 - PAYMENT WHILE ON LEAVE OF ABSENCE**

**37.01**     When an employee ~~is~~ on approved absence without pay, the Hospital shall not contribute ~~to~~ the payment of subsidized employee benefits past the end ~~of~~ the month following the date the absence began, and the employee **will** become responsible for full payment ~~of~~ subsidized employee ~~benefits~~ in which he ~~is~~ **participating** for the period of the absence. ~~In order to ensure~~ coverage, employees may arrange with the Hospital ~~to~~ prepay the full premium ~~for~~ such benefits ~~for the~~ entire period ~~of~~ the absence.

**ARTICLE 38 - REST PERIODS**

**38.01**     The Hospital agrees to allow two **(2)** rest periods of ten **(10 minutes)** each ~~in each eight-hour shift~~. The time and location ~~of the rest periods~~ shall be arranged by the department head ~~in~~ accordance with the requirements ~~of~~ the efficient operation of the Engineering Department.

**ARTICLE 39 - BULLETIN BOARD**

**39.01**     The Hospital shall provide a bulletin board in a mutually satisfactory location.

**39.02**     The Union shall have ~~the right~~, subject to the prior approval ~~of~~ the Director Human Resources ~~or his~~ appointee, to post notices of meetings and such other notices ~~as~~ may be of interest to the employees.     **- 19 -**

ARTICLE 40 - CHANGE OF SHIFT

40.01 A change of shift between employees may be allowed provided that:

- i) normal service is maintained;
- ii) there is no added cost to the Hospital;
- iii) application has been made at least 48 hours in advance except in an emergency; and
- iv) the request for change has been submitted to and authorized by the Director, Facilities Management or designate.

ARTICLE - RK SCHEDULES

41.01 Temporary work schedules may be introduced without prior notice provided adequate coverage during manpower shortages or emergencies. Such change shall not result in a loss of regular pay or benefits to any employee. Regular work schedules shall be posted at least four weeks in advance.

ARTICLE 42 - ANNUAL VACATIONS WITH PAY

42.01 Length of Vacations

a) Part-time employees and those employees with less than one (1) year of service shall be dealt with according to the Employment Standards Act as amended.

b) All full-time employees who have worked a full vacation year which is from July 1st to June 30th in any current year, shall be allowed two weeks' vacation with pay.

b) All full-time employees who have worked less than a full vacation year shall receive vacation with pay on and after the following first of July according to the following scale:

<u>IF EMPLOYED IN</u>	<u>VACATION ENTITLEMENT AND PAY</u>
July	10 working days
August	10 working days
September	9 working days
October	8 working days
November	7 working days
December	6 working days
January	5 working days
February	4 working days
March	3 working days
April	2 working days
May	1 working day
June	0 working days

c) All full-time employees who have completed two (2) years or more service on or prior to 30 June of the year in which two (2) years service is completed, will be granted three (3) weeks' vacation with pay during the vacation year beginning on the following first of July.

d) All full-time employees who have completed five (5) years or more service on or prior to 30 June of the year in which five (5) years' service is completed, will be granted four (4) weeks' vacation with pay during the Vacation Year beginning on the following 1st of July.

e) All full-time employees who have completed fifteen (15) years or more service on or prior to 30 June of the year in which fifteen (15) years' service is completed, will be granted five (5) weeks' vacation with pay during the vacation year beginning on the follow first of July.

f) All full-time employees who have completed twenty-five (25) years or more service on or prior to 30 June of the year in which twenty-five (25) years' service is completed, will be granted six (6) weeks' vacation with pay during the vacation year beginning on the following first of July.

#### 42.02 Vacation Pay

a) Vacation pay will be computed as set out below on the basis of total earnings of the employee during the Vacation Year. The employee's service shall continue to be computed as of June 30th of the year previous to the year in which vacation is taken. Earnings for vacation entitlement shall be paid to the employee on his first regular July pay day.

b) Vacation pay to be paid will equate to salary continuation for the time earned or 4%, 6%, 8% or 10% (whichever is appropriate based on service) whichever is the greater.

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

d) Should any employee terminate with less than two weeks notice, the vacation pay entitlement of The Employment Standards Act will apply.

#### 42.03 Time of Vacation

The Employer will give every consideration to an employee's requested time of vacation, but, of necessity, the Employer reserves the final decision as to vacation scheduling.

#### 42.04 Accumulation of Vacations

(a) Vacations may not be accumulated from one vacation year to another and must be taken during the term of the vacation year.

(b) Vacations earned in more than one vacation year may not be taken consecutively.

(c) Employees who are absent from work because of sickness, accident or leave of absence (without pay) will not earn vacation credits for any such period in excess of thirty (30) days' continuous absence, during any vacation year.

42.05 Illness During Vacation

Where an employees scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

ARTICLE 43 - HOLIDAYS

43.01 a) The following holidays shall be observed during the life of this agreement for the full-time employees covered by this agreement:

New Year's Day	Civic Holiday (August)
February Day (second Monday)	Labour Day
Good Friday	Thanksgiving dAY
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day

b) In order to qualify for payment for holidays an employee must work his regular working day prior to and following the holiday unless prior leave of absence has been granted by the employer for either the regular working day before or following the holiday.

Holiday pay is defined as the amount of regular straight time hourly pay exclusive of shift premium, which an employee would have received had he worked a normal shift on the holiday in question.

c) An employee who is absent on a holiday after being posted to work forfeits all pay for that day unless absence is due to illness verified by a doctor's certificate, in which case the employee will receive straight time pay for the holiday. An employee who qualifies to receive pay for any holiday will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay in respect of the same day.

d) An employee who is required to work on any of the above-named holidays will, at the option of the employee, receive either:

(i) Pay for all hours worked on such day at the rate of one and one-half times his regular straight time rate of pay in addition to his regular straight time of pay, or

(ii) Pay at the rate of time and one-half the employee's regular straight: time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay. such lieu day off to be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement, the employee shall receive payment for that day.

e) Both parties recognize that all Stationary Engineers receive the holidays in the form of an additional day's pay added to their regular pay for the period in which the holiday occurs instead of receiving the day off.

f) An employee who is scheduled to work on a paid holiday, and who fails to do so, shall lose his entitlement to holiday pay unless the employee provides a reason for such absence which is satisfactory to the Hospital.

g) If a paid holiday falls during an employee's vacation or on his regular day off, another day off may be selected by the employee and the Department Head by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the employee shall receive payment for that day.

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44.01 a) The Hospital agrees to supply uniforms without deposit; such uniforms to be laundered by the Hospital. Uniforms are not to be worn outside the premises of the Hospital.

b) It is agreed by both parties that all uniforms will be returned to the Hospital by the employee on termination of employment. In the event that one or more uniforms are not returned by an employee on termination of employment, the employee will be charged the replacement cost of such uniform(s), and such amount of money will be deducted from all monies due the employee at the time of separation.

ARTICLE 45 - TERM OF AGREEMENT



45.01 This Agreement shall continue in effect until 31 March, 1995 and shall continue automatically thereafter for annual periods of one year each unless either party notifies the other in writing that it intends to amend or terminate this Agreement in accordance with the following:  
49.02 Either party may notify the other within the period from ninety days to sixty days preceding the expiry date of this Agreement that it desires to amend or terminate this Agreement. If notice of amendment or termination is given by either party, the other party agrees to meet for the purposes of negotiations within thirty days after the giving of notice if so requested.

ARTICLE 46 - SCHEDULES

46.01 Attached hereto and forming part of this agreement are the following schedules:

SCHEDULE "A" - WAGE RATES

DATED at OSHAWA, ONTARIO, this 2 day of February, 1995.6

FOR THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 796

FOR THE OSHAWA GENERAL HOSPITAL

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SCHEDULE "A"

HOURLY WAGE RATES, JOB CLASSIFICATIONS

1 Apr./95 - 31 Mar./96

2nd Class Engineer	\$18.463
Maintenance/Relief Engineer	\$17.170
3rd Class Engineer	\$16.564
4th Class Engineer	\$15.120
Apprentice Engineer	\$14.069
Refrigeration/HVAC Mechanic	\$18.450

An employee will be paid the classification rate while performing authorized work in a higher rated classification provided the work performed is for a minimum of a full shift and the employee assumes the responsibility of the shift. Except for shift Engineer, paid holidays will be observed on the date agreed upon by the majority of Hospital unions.

Where in the event a shortage of qualified operating Engineers occurs, and the Hospital assigns an Engineer holding a lower ticket, such Engineer will receive the hourly rate for the classification in which he is relieving, and may be given a period not exceeding one year to secure the ticket required for the position. Failure to secure the ticket will result in the employee reverting to his ticket rate. This provision will not apply in hospitals where a Relief Engineer rate has been established.

An Apprentice Engineer will be granted a period of not more than two (2) years to pass required Ministry of Consumer and Commercial Relations modular examinations for Fourth Class Stationary Engineer certification. Should extenuating circumstances prevail beyond the control of the Apprentice Engineer, approval for an extension period of one (1) year may be sought from Employer. This provision shall apply only to employees hired or re-hired after 1 January, 1990;

A Fourth Class stationary Engineer upgrading to the Third Class Stationary Engineer classification, will be granted a period of not more than three (3) years to pass required Ministry of Consumer and Commercial Relations modular examinations for Third Class Stationary Engineer certification. Should extenuating circumstances prevail beyond the control of the Fourth Class Engineer, approval for an extension period of (1) year may be sought from the Employer. This provision shall apply only to employees hired or re-hired after 1 January, 1990.

A Third Class Stationary Engineer upgrading to the Second Class Stationary Engineer classification will be granted a period of not more than four (4) years to pass required Ministry of Consumer and Commercial Relations modular examinations for Second Class Stationary Engineer certification. Should extenuating circumstances prevail beyond the control of the Third Class engineer approval for an extension period of one (1) year may be sought from the Employer. This provision shall apply only to employees hired or re-hired after 1 January, 1990.

Failure to obtain the upgraded ticket within these time limits shall result in the employee being released from the employ of the Hospital or being retained only if suitable work is available.



MEMORANDUM OF AGREEMENT

between

OSHAWA GENERAL HOSPITAL

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

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RE: EXTENDED SHIFTS (12 HOURS - 2ND CLASS ENGINEERS)

The *Hospital* and the *Union* agree to the use of extended shift schedules subject to the following conditions:

1. Either party upon 12 weeks notice may terminate the 12 hour scheduling, reverting to the regular hours of work, at no extra cost during the transition from or back to the original schedule.
2. An extended shift will be initiated when 75% of the staff vote in favour through secret ballot.
3. Each 12-hour schedule is to meet the conditions agreed upon in this agreement with adequate staff coverage on all shifts and at no additional cost to the Hospital.
4. Each 12-hour shift will include:
  - a) 12 hours paid time including three 10 minute rest periods
  - b) one hour paid time (two 1/2 hour) meal periods
5. Seven 12-hour shifts are scheduled for any 2 week period.
6. The basic starting and finishing times, subject to deviations are:
  - a) 0800 hours to 2000 hours (day shift)
  - b) 2000 hours to 0800 hours (night shift)
7. Other provisions of the Agreement between the Hospital and the Union are to apply except as set out herein:
  - a) Vacations - Vacation entitlement will be calculated in hours as follows:
    - (i) 2 weeks entitlement; 80 hours
    - (ii) 3 weeks entitlement; 120 hours
    - (iii) 4 weeks entitlement; 160 hours
    - (iv) 5 weeks entitlement; 200 hours

b) Holidays -

(i) Holiday pay will be computed on the basis of 8 hours at the regular straight time rate of the twelve paid holidays.

(ii) Holiday pay will be paid at the time of the holiday.

(iii) Holiday premium pay will be calculated based on the number of hours actually worked on the holiday.

c) Sick Leave - The initial 75-day benefit period under the Hospital's Plan shall mean 600 hours as scheduled.

d) Bereavement Leave - A working day off with pay shall mean 12 hours pay at the straight time rate when scheduled.

e) Jury Duty and Subpoena - Regular pay for the purpose of this article will mean 12-hours pay at the straight time rate when scheduled.

f) Any Engineer providing relief shall not qualify for overtime for the additional 4 hours of any 12 hour shift on any regular scheduled relief shift unless such shift or portion of such shift is already subject to overtime rates.

8. This letter expires with the Collective Agreement.

SIGNED at OSHAWA, ONTARIO this 2 day of FEB., 1966

FOR THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 796

FOR THE OSHAWA GENERAL HOSPITAL

F. Newey

J. D. [Signature]