

SOURCE	<i>Union</i>
SER.	<i>85 04 01</i>
TERM.	<i>87 03 31</i>
NO. OF EMPLOYEES	<i>217</i>
NO. OF UNEMPLOYED	<i>Ret</i>

*46 Fulltime
71 part time
217*

COLLECTIVE AGREEMENT

BETWEEN

RIVERSIDE HOSPITAL OF OTTAWA
(hereinafter referred to as the "hospital")
Party of the First Part

AND

CANADIAN UNION OF OPERATING ENGINEERS AND GENERAL WORKERS (SERVICE)
(hereinafter referred to as the "Union")
Party of the Second Part

Term: April 1, 1985 to March 31, 1987

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TABLE OF CONTENTS

ARTICLE	SUBJECT
1	Purpose
2	Recognition
3	No Strikes or Lockouts
4	Management Functions
5	Union Representation
6	Labour Management
7	Union Security
8	Discharge
9	Grievance Procedure
10	Arbitration
11	Seniority
12	Leave of Absence
13	Shift Premium
14	Classification and Wage Rates
15	Call-In and Standby
16	Hours of Work
17	Compressed Work Week
18	Earned Benefits
19	Earned Leave (Vacation)
20	Recognized Holidays
21	Occupational Health and Safety
22	General Conditions
23	Duration
Schedule A	Full-Time Salaries
Schedule B	Part-Time Salaries
Schedule C	Regular Part-Time Booking
Letter of Intent	

ARTICLE 1- PURPOSE

.01 Whereas the parties, desirous of concluding an agreement for **the** purpose of assuring proper conditions for collective bargaining, for promoting and maintaining industrial stability and harmony respecting the terms and conditions of employment, have agreed **with** each other as follows:

ARTICLE 2- RECOGNITION

.01 By virtue of the certificate issued by the Ontario Labour Relations Board, March 26, 1980, and the accompanying decision regarding the composition of the Bargaining Unit, the Hospital recognizes the Union as the exclusive bargaining agent of **all** employees, save and paramedical employees, office and clerical. staff, Supervisors, persons above the rank of supervisor and persons covered by subsisting collective agreements.

.02 A "Registered Nursing Assistant" is a nursing assistant registered by the College of Nurses of Ontario in accordance with **the** Health Discipline Act, section 74, 1974.

A "Registered Nursing Assistant" is required to present to the Director of Nursing or her designate before February 15th of each year his/her current Certificate of Competence. Failure to meet the above deadline will result in the employee having a classification changed to that of a "Non-Registered Nursing **Assistant**" until the above mentioned certificate is received. Such **time** shall be extended for satisfactory reasons.

.03 A "Non-Registered Nursing Assistant" is defined as nursing assistant with registration incomplete. A "Non-Registered Nursing Assistant" shall within one year of the date of employment, submit proof **of** registration (certificate of competence) with the college of Nurses, Province of Ontario. Failure to comply with this requirement will result in termination of employment and shall not be subject of the Grievance or Arbitration Provisions of **this** Agreement;.

.04 a) Full-Time Employee

A "Full-Time Employee" is employed on a permanent basis and is scheduled to work the standard hours per week as specified in this Collective Agreement.

b) Regular Part-Time Employee

A Regular Part-Time Employee works less than 37.5 hours per week on a regularly scheduled basis.

c) Casual Part-Time Employee

An employee who declares **his** availability or non-availability for work on specified days commencing with the date of hire. If a casual part-time employee is not available for any four (4) weeks between July and August 31, or if he is not available for two (2) consecutive months, he will be struck from the employment list, ~~except~~ when on approved leave of absence.

ARTICLE 3- NO STRIKES OR LOCKOUTS

- .01 There shall be no strikes or lockouts as long as this agreement continues to operate in accordance with the Hospital Labour Disputes and Arbitration Act, R.S.O. 1970 c.232, s.1(1)(i)(m); 1975, c.76, s.1(1), (i), (m). In the event of a picket line **being** established by another organization, the employer **will** not penalize employees who, due to conditions beyond the employee's control, cannot safely cross such picket **line**.

ARTICLE 4- MANAGEMENT FUNCTIONS

.01 The Union acknowledges that it is the sole right of the employer to :

a) Maintain order, discipline and efficiency.

b) Hire, discharge, **transfer**, layoff, promote or discipline employees, provided that a claim of discriminatory promotion, demotion, transfer or layoff or a claim that an **employee** has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

c) The sole and exclusive jurisdiction over all **operations**, buildings, machinery and equipment vested in this Hospital.

d) The exercise of **these rights** will not be used to ~~conflict~~ with the terms of the agreement.

e) "Make, enforce **and** alter from time to time, rules and regulations to be observed by the employees. The Hospital will give prior notice to the **Union** of any changes to the rules and regulations and will have prior discussions with the Union before altering or implementing any rules or regulations.

ARTICLE 5- UNION REPRESENTATION

- .01 The Hospital shall recognize a negotiating committee of not more than four (4) union members, one of whom will be part-time employee. The purpose of this committee shall be to negotiate the renewal of a collective agreement with the Hospital. In all such meetings with the hospital upto and including conciliation, necessary time absent from regular duties by these four (4) members shall be without loss of remuneration.
- .02 The Hospital acknowledges the right of the Union to appoint, or otherwise select up to eight (8) full-time stewards, and up to two (2) part-time stewards. A steward may assist employees in presenting grievances in accordance with procedures as herein provided.

The parties recognize stewards have regular duties to perform on behalf of the hospital. Therefore, a steward will not leave his regular duties without first obtaining permission from his supervisor and when he is required to enter an area other than his own he shall obtain permission from the supervisor of that area to do so. When such business has been completed, the employee representative will notify the supervisor in the area when he is leaving, if applicable, and shall notify his own supervisor when resuming his normal duties. Such permission shall not unreasonably withheld by the Hospital.

Time spent absent from regular duties in the investigation of grievances where permission to do so has been obtained from the supervisor shall be without loss of remuneration and shall be confined to meetings with the hospital and investigations into grievances up to an including settlement officer visit.

- .03 The Union will provide the hospital with a list of the names of stewards and committee members. The hospital

ARTICLE 5- .03 CONT'D

- .03... will not be required to recognize any representative until the union has officially advised the hospital as to the appointment of the representative.
- .04 Stewards, committee members and association officers will be responsible for supplying their supervisors with information as to time *off* as required by the terms of this Agreement.
- .05 All references to stewards and committee members of the Union referred to in this Agreement shall be deemed to mean employees of the hospital.

ARTICLE 6- LABOUR MANAGEMENT COMMITTEE

.01 PURPOSE

To promote and provide effective and meaningful communication of information and ideas and to make recommendations on matters of mutual concern. Matters may be referred to the Committee by the Union or the Hospital.

.02 COMPOSITION

The Committee shall be composed of three (3) employees (one of whom may be a part-time employee) appointed to act on behalf of the local Union. The number of Hospital representatives on the Committee shall not exceed the number of Union representatives. Each party will endeavor to have experienced personnel on the Committee. Each party may have alternates to replace a member from time to time.

The regular salary of the union representatives will be maintained provided that the time so employed does not exceed two(2) hours per representative per month, and the Hospital is adequately staffed and permission of the immediate supervisor is obtained at least seventy-two (72) hours prior to such meeting::.

.03 MEETINGS

The Committee shall meet at mutually satisfactory times but no less than once every three (3) months on the average. One representative of each of the parties shall notify a representative of the other in writing within seventy-two (72) hours (excluding Saturday, Sunday and Holidays) of the meeting, of the items it wishes to discuss. A written record shall be maintained of matters referred to the Committee and their recommended disposition (unless agreed to the contrary with respect to any problem). The Committee shall have the power to recommend temporary changes in the Collective Agreement to the Personnel Director of the Hospital and to the Union.

ARTICLE 6- .04 CONT'D

.04 RECOMMENDATION

Any recommendation of the committee must be in writing and signed by 50% of the members. If a recommendation of the committee is rejected by either the Hospital or the Union, the rejecting party shall state the reasons within one week in writing.

.05 REVIEW

Periodically, the Union and the Hospital may review the work of the Committee and if either part, considers that useful and meaningful consideration of problems and their solution has not been given to the Committee deliberations or its recommendations, the matter may be referred to the Executive Director by the Union, or to the Union by the Hospital.

ARTICLE 7- UNION SECURITY

- .01 For the duration of this agreement as a condition of employment, all employees save and except those employees who are serving a probationary period shall pay each month to the Union by the payroll deduction method described in Article 7.02, an amount equal to the Union dues and assessment. Temporary or summer help may be assessed union dues at the discretion of the union, but shall be exempt from payment of union initiation fees.
- .02 The hospital will, during the life of this agreement, deduct from each employee covered by this agreement the current monthly union dues and assessments uniformly levied by the Union. Said deductions and a list of names from whom the deductions have been made shall be remitted to the official, named by the union, during the first two (2) weeks of the following month.
- .03 It is agreed the union shall promptly inform the hospital in writing, over the signature of the appropriate union official, of the amount of the deduction to be made by the hospital for regular union dues in accordance with the foregoing, and the hospital shall have the right to continue to rely on such written notification until it receives other written notification from the union signed with the same formality.
- .04 The Union agrees to defend and hold the hospital completely harmless against all claims, demands, costs and expenses, should any person at any time contend or claim that the hospital has acted wrongfully or illegally in making such dues deductions.
- .05 The Union undertakes and agrees:
a) to refund to the hospital monies paid in error to the union pursuant to this article 7.

~~ARTICLE 7 - .05 CONT'D.~~

- .05 b) The hospital shall not be liable to the union for any dues inadvertently not deducted. Notwithstanding the foregoing, where the hospital has failed to make the proper dues deductions, and the employee is still in the employ of the hospital, the hospital will deduct such dues in arrear from the earnings of such employee, and remit the dues so deducted to the properly authorized officer of the Union.

ARTICLE 8- DISCHARGE

- .01 An employee covered by this agreement who does not report for duty as scheduled **must** report as soon as reasonably possible to his immediate supervisor. Any employee who fails to give a satisfactory explanation to his immediate supervisor for his absence within three (3) scheduled working days of his failure to report to work, shall be considered as having abandoned his position and his name may be removed from the payroll.
- .02 a) When an employee has made a serious infraction of **rules**, regulations or **orders**, which is not considered serious enough for dismissal but should be recorded, his immediate supervisor will issue a discipline slip, a copy of this **slip** is given to the employee, a copy to the Personnel Department and a copy will be kept by the supervisor. The slips will be signed by the supervisor, the employee and, if necessary a witness. The time and date of the offence will be entered. **Three** discipline slips will necessitate a review of the employee's record, an interview will be held **and** subject to **this** review, the employee may be discharged. However, a discipline slip and **its copies**, will be removed from the files and destroyed after one (1) year from the date of issue, provided no other discipline **slips** of the same nature have been issued during that period.
- b) When an employee has been suspended from duty because he had **committed** a serious infraction of the rules or regulations, a record of his suspension shall remain of the employee's file for a period of two (2) years from the date of **the** suspension.
- .03 Employees may be dismissed for cause without notice and without pay in lieu thereof and subject to statutory regulations may be deprived of benefits they otherwise receive.
- .04 The **Employer** agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee. The existence of which **the** employee was not aware at the time of filing or **within** a reasonable period thereafter.

ARTICLE 9-GRIEVANCE PROCEDURE

.01 A complaint shall not be considered as a grievance unless the aggrieved employee has first given the immediate supervisor an opportunity to adjust the complaint. Such complaint shall not be considered after ten (10) working days of the origin of the complaint. Failing satisfactory resolution within five (5) working days after the complaint has been made, the matter then be processed as a grievance.

.02 A grievance may arise from a dispute concerning the interpretation, application, administration or alleged violation of the agreement. The grievance shall be submitted in writing, on a mutually **approved** form, and be signed by the employee directly involved. An earnest effort will be made on the part of both parties to settle the dispute promptly.

The following shall be, unless as otherwise specified, the prescribed manner for handling grievances:

STEP 1

The employee alone, or the employee and his steward if the employee so chooses, shall within fifteen (15) working days of the origin of the grievance submit the grievance in writing and discuss it with the immediate supervisor. The immediate supervisor shall reply to the grievance in writing. If a settlement satisfactory to the employee concerned is not reached within five (5) **working days**, or within any longer time limit which may be mutually agreed upon, then step 2 may be invoked provided such latter action is commenced within five (5) working days after the completion of step 1.

STEP 2

Failing a satisfactory settlement of the dispute under step 1, the employee concerned, the steward and a union representative may submit the grievance to the Executive Director or his designated representative at a meeting arranged for this purpose, at a time mutually convenient. A written reply to this grievance will be given at this step. If settlement of the dispute is not reached within five (5) working days following the date upon which the grievance is heard at step 2, or within such additional time as may be mutually agreed upon, then the grievance is heard at

ARTICLE 9- .02 STEP 2 CONT'D

step 2, or within such additional time as may be mutually agreed upon, then the grievance may be referred to a Board of Arbitration as herein provided. The hospital may have the assistants of such counsel as it deems necessary, at any stage of step 2.

- .03 A claim by an employee who has completed his probationary period and who claims he has been suspended, disciplined or discharged without just cause shall be treated as a grievance **if** a written statement of such grievance is officially lodged with the hospital by the employee within ten (10) working days after such employee has been so notified by the hospital.
- Such special grievance shall commence at step 2 of the grievance procedure, and may be settled by confirming the hospital's action in discharging the employee, or by any other arrangement which is just and equitable in the opinion of the conferring parties **or**, if necessary, the Board of Arbitration. When an employee is discharged on the hospital's premises without notice, he shall have the right to request his representative be notified of the discharge before leaving the premises.
- .04 A policy grievance arising out of the interpretation or administration of this agreement or identical grievances of two or more employees which arise at the same time may be submitted at Step 2 of Article 9.02 by the Union.
- .05 If the hospital has a grievance, it shall be taken up with the union. If not settled satisfactorily, the grievance shall proceed to arbitration as in Article 10.01
- .06 The hospital or the union will not be required to consider a grievance which is lodged more than ten (10) working days following the occurrence of the events giving rise to the grievance.
- .07 The term "Working Days" as used in Article 8 and 9 of this agreement shall mean a day other than Saturday, Sunday or recognized holiday.
- .08 The time limits as herein provided may be extended by mutual and written consent of the parties.

ARTICLE 10- ARBITRATION

- .01 When either party requests that any matter be submitted to arbitration as provided in the foregoing Articles, it shall make such request in writing addressed to the other party to this Agreement and at the same time name a nominee within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. IF they are unable to agree upon a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- .02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- .03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- .04 The Arbitration Board 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.
- .05 The proceedings of Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority decision of the chairman will be final and binding upon the parties hereto and the employees concerned.
- .06 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- .07 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the agreement of the parties, shall result in the

ART. 10...CONT'D

••• grievance being deemed to have been abandoned subject only to the provisions of Section 44 (5a) of the Labour Relations Act.

ARTICLE 11- SENIORITY

- .01 Seniority shall be defined as the length of unbroken service of an employee.
- .02 A part-time employee, relieving in a full-time position would remain in his part-time status for a period of up to six (6) calendar months or such longer period as may mutually be agreed upon between the parties. The hospital will advise part-time employees of any such vacancies.
- .03 A new employee will be considered on probation until he has completed sixty days of work (or 450 hours of work for employees whose regular hour of work are other than the standard work day), within any twelve calendar months. Upon completion of the probationary period he shall be credited with seniority equal to sixty working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The probationary period shall not be subject to a grievance or arbitration provided that the release or discharge is for cause.
- .04 Seniority for part-time employees shall be calculated on their hours worked so that, for example, a part-time employee will have one (1) year of equivalent full-time seniority when he has worked the standard number of hours per year of a full-time employee.
- .05 For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service for purposes of vacation entitlement and wage progression :
- (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 full credit for his seniority and service on the basis of one year for each 1725 hours worked.

The above-noted employee shall be allowed a **trial period of up to thirty (30) days**, during which the hospital will determine if the employee can satisfactorily **perform** the job. Within this period the employee may voluntarily return, or be returned by **the Hospital** to the position **formerly** occupied without **loss** of seniority.

.06 All cases of **lay-off** and recall shall be governed as follows:

- a) Lay off and recall in full-time positions shall be separate and apart **from** those in **&he** part-time positions.
- b) The employee **who is laid off** is entitled to notice to **this** effect in accordance with the provisions of the **Employment Standards Act**. A copy of **such** notice shall be forwarded to the Union.
- c) In cases **where** qualifications, ability, suitability and experience are equal, in each department seniority shall be the deciding factor in a lay off, recall, promotion, transfer and demotion.
- d) If an employee is laid **off** before having completed the probationary period stipulated in 11.03, **he** is entitled to credit the **same** number of days of service which he has accumulated before being **laid off** should **he** be reemployed within 60 calendar dags of having been laid off.

- .07
- a) Job vacancies for full-time and part-time positions **within the bargaining unit shall** be posted by the hospital for a period of seven (7) calendar days. The names of all successful applicants shall be posted for each competition.
 - b) An application for transfer system exists. Under this system any employee is able to **fill** out an appropriate **form** indicating **his** interest in **working** elsewhere in the hospital and his **application** will be **considered** as though he **made it at the time of posting, when a permanent vacancy**

.07...CONT'D

occurs, and has been posted. Such application shall be retained in the Personnel Department for a period of one (1) year from the date of application. An employee may withdraw his application at anytime.

- c) An employee selected as a result of a posted vacancy or a request for transfer need not be considered for a further vacancy for a period of up to six (6) months from the date of his/her selection except at the hospital's discretion.

.08 Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- a) Annual vacation.
- b) When in receipt of hospital paid illness allowance up to but not including long term disability allowance if applicable.
- c) When in receipt of Workmen's Compensation Board payments for a period not to exceed (6) calendar months or the seniority standing of the employee at the time of commencement of absence due to accident if such seniority standing is less than six (6) calendar months.

Seniority will be retained but will not accumulate for a further period of six (6) months provided that the employee in question has seniority standing of at least twelve (12) months. The hospital at its discretion may extend this period of time.

.09 An employee shall not accumulate seniority when he utilizes a leave of absence for purposes other than those for which it was granted unless permission for such change has been confirmed in writing by his immediate supervisor.

.10 An employee shall lose seniority and service and shall be deemed to have terminated if he:

- a) resigns;
- b) is discharged and not reinstated through the grievance/arbitration procedure;
- c) retires;
- d) is absent from scheduled work for a period of three or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- e) has been laid off for twenty-four months;
- f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital.
- g) is absent due to illness or disability *for* a period of . . . eighteen (18) months from the time the **disability or illness** commenced:

.11 a) The **employer** will provide the Union once a month with a list, in duplicate, of all **employees** who had union dues deductions during the previous month. One list will be for full-time employees, one for part-time. The **list** contains the following details:

Social Insurance Number	Status	Department Code	Name
Occupation Code & Level	Monthly Dues	YTD dues	

A letter covering all changes in the group.

- b) The employer will provide to the Union a seniority list, in duplicate, during January of each year. The lists will be by department, giving name, address, occupation code and date of hire. The list will be updated during the **year** whenever the need arises, because of lay off within one Department.
- c) The **employer** agrees that a copy of the seniority list **shall** be posted on the Union bulletin board.

.12 It is understood that during an approved unpaid absence not **exceeding** thirty (30) continuous day or any approved absence paid by the Hospital, both seniority and service will accrue. }

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service **for** purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and **the** employee's anniversary date adjusted accordingly.

In addition, the employee will **become** responsible for full **payment** of subsidized employee benefits in which he is participating for the period of **the** absence.

It is further understood that during such unpaid absence credit for **seniority** for purposes of promotions, demotions transfer or **lay-off** shall be suspended and not accrue **during** the period of absence. Notwithstanding this provision, seniority **shall** accrue during maternity leave *or* for a period of one year if an employee's absence is due to disability resulting in W.C.B. benefits.

ARTICLE 12- LEAVE OF ABSENCE

● .01 PERSONAL LEAVE

It is agreed that an employee may be granted a leave of absence without pay for legitimate personal reasons. Such request shall be made as far in advance as possible, but no less than two (2) weeks in advance of the leave except; in cases of emergency. The employer shall reply in writing within one (1) week of the request.

.02 BEREAVEMENT LEAVE

An employee who notifies the Hospital as soon as possible following a bereavement shall be granted up to three (3) consecutive days off, without loss of his regular pay for his schedule hours from the death up to and including the date of the funeral, in order that the employee may make the arrangements for and/or attend the funeral of a member of his immediate family. "Immediate family" means parent, brother, sister, spouse, son, daughter, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, guardian or step parent. An additional 2 days off without loss of his regular pay for his scheduled hours may be allowed for the purposes of travel where the location of the funeral is more than 300 km from the hospital.

.03 JURY DUTY

If an employee required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the crown is a part, or is required by subpoena to attend a court of law or coroner's inquest; in connection with a case arising lose regular pay because of such attendance provided that the employee:

- a) notifies the Hospital immediately on the employee's notification that he will be required to attend at court;
- b) present proof of service requiring the employee's attendance;
- c) deposits with the Hospital the full amount of compensation received excluding mileage travelling and meal allowances and an official receipt thereof.

ART. 12 ...CONT'D

.04 As it is the employer's desire to promote from within:

- i) Educational leave without loss of seniority may be granted to any employee who wishes to enroll in a course or seminar which is relevant to his work at the hospital and is approved by the hospital.
- ii) An employee will be allowed leave of absence without pay in order to write the required examination on completion of a course of study relevant to the profession. Upon the employee's request following successful completion, reimbursement of the unpaid day will be granted.

.05 UNION LEAVE

- a) An employee who has been selected to a full-time position with the Union shall be granted leave of absence up to a maximum of one year without pay and without loss of seniority acquired up to the date he is to assume such function. This shall apply to only one employee at a time. Such leave shall be separate and apart from Union leave provided in Article 12.05 (b) of this agreement.
- b) Employees will be granted leave of absence without pay attend Union meetings, seminars and conventions provided such leave does not effect the operation of the Hospital and the following conditions are met.
 - i) No more than two (2) employees at any one time be allowed such leave, conditional upon these employees not being from the same duty area of the Hospital.
 - ii) The total number of days in any one calendar year for all employees not exceed thirty (30).
 - iii) Adequate notice of at least two (2) weeks is given to the Hospital, unless both parties agree an emergency exists, when notice of at least 24 hours is given.

.06 MATERNITY LEAVE WITHOUT PAY

- a) Maternity leave will be granted in accordance with the provisions of the Employment Standards Act, 1974, except where amended in this provision.
- b) The service requirements for eligibility for Maternity Leave shall be twelve (12) months of continuous service.
- c) An 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,
- d) The employee has the right to extend the Maternity Leave to six (6) months **in** total. Written notice by the employee to extend the Maternity Leave will be given at least two (2) weeks prior to the termination of the initially approved leave. This notice requirement will be shortened in circumstances where medical complications occur in the **two** (2) weeks prior to the initially approved leave.
- e) The employee shall re-confirm her intention to return to work on the date originally approved in subsection (c) or (d) above by written notification received by the Hospital at least two (2) weeks in **advance** thereof. The Employee shall **be** reinstated to her former position unless it is impossible to do so or the position has been discontinued in which case she shall be given a comparable job.
- f) **Employees** hired to replace employees who are on approved leave may **be** released and such release shall not be subject of a grievance or arbitration, If retained by the Hospital, the employee shall **be** credited with seniority from date of hire subject to successfully completing probationary period.

The hospital will outline to employees hired to fill temporary vacancies the circumstances giving rise to the vacancy **and** ; the special conditions relating probationary period.

.06 ... CONT'D

- g) The Hospital may request an employee to commence maternity leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy.

.07 PATERNITY LEAVE

After twelve (12) months, a male employee whose spouse becomes pregnant will be given leave of absence without loss of seniority on the occasion of the **birth** of his child on the following basis:

- a) The employee will inform the employer as early as possible of the expected date and whether he desires to be off before or after the delivery.
- b) Leave of absence ~~without~~ pay shall be given for one(1) week.
- c) Additional periods of leave **may** be granted at the **discretion** of the employer.

.08 ADOPTION LEAVE

After twelve (12) months of service with the hospital, an employee will be given adoption leave on short notice without pay. Such leave to conform otherwise with the terms established for maternity leave.

.09 DOCTOR OR DENTAL APPOINTMENTS

Time off without pay for a doctor or dental appointment may be granted if an employee cannot pre-arrange a later appointment and the hospital is in a position to replace the employee.

● ARTICLE 13- SHIFT PREMIUM (effective April 1, 3.986)

.01 An employee shall be paid a shift premium of \$0.45 per hour on each occasion that the majority of the hours which he/she worked fell within the peroid of 1500 hours to 0800 hours.

- .06 Any employee transferred temporarily for ~~four~~ *or* more hours to a different task than his own is compensated at the rate for the new task providing it is in excess of the salary which he is presently earning. If the salary is lower than his **regular** rate, he maintains his regular salary.
- .07 An employee who is promoted to a higher rated classification within the bargaining unit will be placed on **the** grid of the higher rated classification so that he shall receive no Less an increase in salary than the equivalent of one step in the salary range of his previous classification, provided that it does **not** exceed the salary rate of the classification to which he has been **promoted**. An employee shall be considered probationary in his new classification and be subject to a review three (3) months after such reclassification. The service review date for the purpose of wage progression shall be retained. If the employee is unsuccessful or the employee feels he is **unsuccessful** in his new position after his probationary review, he shall be demoted to his original position, rate of pay and without loss of seniority.
- .08 When a new classification (which is covered by the terms of this collective agreement) is established by the hospital, the hospital shall determine the rate of pay for such new classification **and** notify the local union of the same. If the union challenges the rate, it shall have the right to request a meeting **with** the hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within twenty-one (21) days after receipt of notice from ~~the~~ hospital of such new occupational classification rate. Any change mutually agreed to resulting from such **meeting** shall be retroactive to the date that notice of the rate was **given** by the hospital. If the parties are **unable** to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within ten (10) days **of** such meeting. The decision of the Board of Arbitration (**or** arbitrator, as the case may be) shall be based on the relationship established by comparison with other employee classifications within the hospital, having regard to the requi-

rements of such classification.

- .09 A non-registered nursing assistant in the employ of the hospital upon presenting **proof** of current registration by the College of Nurses of Ontario shall be given the salary of the registered nursing assistant as provided in this article retroactive to the date of successfully passing the registration examination or to the date of last hire, whichever is later.

.10 OVERTIME PREMIUM

If an employee is authorized to work in excess of the hours worked either in clause a) or b) of clause 16.01 of this contract he shall receive for the first **four** hours a premium of one and one-half times his straight time hourly rate and **double** the employee's straight time hourly rate for the continuous hours worked after the first four hours.

Overtime premium will not be duplicated for the same tour as referred to in article 16.01 a) or b) nor pyramided with any other premium payable under this agreement. Arrangements prevailing in the hospital of granting time off in lieu of **overtime** payment may be continued whenever feasible. Nothing herein will disentitle the employee to payment of the normal tour differential for a full overtime tour worked notwithstanding the provisions hereof.

At the change of tour there will normally be time required for reporting. Should the reporting time extended beyond twenty minutes, the entire period **shall** be considered overtime **but** must be approved by the supervisor.

- .11 When no buses are available after 2400 hours, the hospital will pay taxi fare from the hospital to the employee's residence **for** those employees who have been asked to work overtime past their regular shift.

.12 Meal Ticket

An **employee** shall be provided with a free meal ticket when **working for** four (4) hours or more of overtime on the same day

ART. 14 ...CONT'D

.12 ...cont'd

the employee has worked a full tour.

.13 All time off taken as lieu time for overtime hours worked shall be at the premium rate (i.e., 4 hours of overtime shall equal 6 hours of lieu time off).

ARTICLE 15- CALL-IN AND STANBY

- .01 An employee who has been called in shall be paid a minimum of four (4) hours at straight time for his hourly rate from the time he reports for his job.
- .02 The regular four (4) hours guarantee shall apply only once during a tour of duty. At the discretion of the hospital where an employee requests equivalent time off pursuant to the provisions of Article 15.01 such request may be granted.
- The minimum guarantee on call-back shall not apply where an employee continues to work into his regular shift. In such a case the overtime rate shall apply to excess hours worked in the actual day.
- .03 An employee who is required to be on standby shall receive a premium of \$1.40 per hour for such standby.
- .04 An employee called into work at anytime other than his regularly scheduled shifts, shall be reimbursed for taxi fare, or if the employee uses his personal automobile, at a rate of \$0.24 per mile (\$0.15 per kilometer) with \$2.40 minimum round trip guarantee.
- .05 An employee who is required to standby eight (8) hours or more on a legislated holiday shall be entitled to standby pay as provided in Article 15.03 and shall be entitled to a lieu day off with pay or pay of one day. It is understood that this does not entitle an employee to more than one lieu day off with pay or pay of one day for either working and/or being on standby on a legislated holiday.
- .06 A part-time employee called in to work with less than one hour's notice prior to the commencement of the shift and who arrives up to one hour after the beginning of such shift shall receive full payment for the shift provided he works and the remaining hours of the shift.

ARTICLE 16-HOURS-OF-WORK

.01 a) the normal daily tour as referred to throughout this Agreement shall be seven and one-half (7.5) hours unless otherwise described, exclusive of a meal break or as otherwise covered in Article 17.01.

b) the regular daily tours of duty of an employee shall average five per seven calendars averaged over a two week period.

.02 Rest periods shall be as follows:

Employees are entitled to one rest period of fifteen (15) minutes on each half of each shift of work, and one meal break of one half hour on each shift.

.03 Work schedules will be posted two weeks (14 days) in advance and shall cover at least a two (2) week period unless mutually agreed to by the employee and the hospital. Requests for change in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tours of duty. In any event, it is understood that such change of a tour of duty initiated by the employee and approved by the Hospital shall not result in overtime payment to either of the employees.

.04 The hospital shall attempt to schedule an employee for an average on one (1) weekend off in three (3) weeks. A full-time employee will receive time and one-half his regular straight time hourly rate for all regularly scheduled hours on a fourth and subsequent consecutive weekend and two times his regular straight time hourly rate for additional hours worked save and except where:

- Such weekend has been worked by the employee to satisfy specific days off requested by such employee or,
- such employee has requested weekend work or,
- such weekend is worked as the result of an exchange of shifts with another employee.

.08 ... cont'd

described in Article 16.07 and 16.08 the employees will be remunerated as per Article 14.10.

.09 REPORTING CLAUSE

A full-time employee who reports for work as scheduled shall receive a minimum of four (4) hours pay at the straight time rate provided that he does not complete his full shift of work at the request of the hospital.

A part-time employee who reports for work as requested by the hospital shall receive a minimum of four (4) hours pay at the straight time rate provided that he does not complete his full shift of work (where he has been requested to work a complete shift by the hospital) at the request of the hospital.

The provision of this article shall not apply where an employee has been sent off duty by the hospital for reasons of illness of Workmen's Compensation Board accidents; it shall not apply to instances where an employee is called back to work while on paid standby; shall not apply where an employee or any other approved leave of absence and does not provide the hospital with sufficient notice of his intention to return to work.

- .10 Where possible for the Hospital to do so during the life of this agreement, the Hospital agrees to maintain its present policy of scheduling employees during the Christmas and New Year's period so that an employee will have either period off and in addition the Hospital will attempt to grant five (5) consecutive days off at either Christmas or New Year's to those who have requested it. The hospital may at its discretion, waive all other scheduling requirements during this period. The Christmas period shall be defined as December 24th, 25th and 26th and the New Year's period as December 31st, January 1st and 2an.

ARTICLE 17- COMPRESSED WORK WEEK

.01 It is understood that in certain wards and units of the hospital there exists a practice of working an eleven and one-quarter (11 1/4) hour day. It is also understood that the average work week in such cases is 37 1/2 hours per week. Provided this practice continues to meet with approval of the Director of Labour, the hospital will continue this practice. Employees affected by this practice will not be disadvantaged in any way with regard to scheduling, shift differential, statutory holidays, and sick leave. The shift differential will be paid in accordance with Article 13. Authorized work in excess of the normally scheduled hours in accordance with this practice will result in overtime compensation. The extended shift, as herein provided, may be discontinued where the majority of the employees affected so request this in writing, or where the employer may consider the practice to be inefficient. The practice may be discontinued within thirty (30) days of such notice.

ARTICLE 18- EARNED BENEFITS

.01 DISABILITY AND SICKNESS PLAN

The Hospital shall maintain a Disability Insurance Plan equivalent to the HOODIP plan, The hospital shall pay 85% of the monthly premium of the plan and the employee shall pay the remaining 15% through payroll deduction. All new full-time employees must join the plan.

The plan must provide for compensation in all instances of covered illness.

After three (3) days of absence for illness a medical certificate is required. The hospital can require a medical certificate attesting to the illness of the employee at any time during or immediately after the illness, if the hospital has reasonable doubt the sickness is not bona fide, or where there is a great deal of absenteeism.

If the hospital queries an employee's frequent use of sick leave, the hospital may request a medical examination by another physician agreeable to both parties to determine if medical treatment may be necessary.

If the employee fails to provide a certificate or refuses to submit to a medical examination, the employee will not be entitled to payment for the time absent from work.

.02 PENSION PLAN

All present full-time employees enrolled in the Hospital's Pension Plan shall maintain their enrollment in the plan subject to its terms and conditions. New full-time employees and full-time employees not yet full-time employees and full-time employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

.03 ONTARIO HEALTH INSURANCE PLAN

- a) Employees must enroll in the Ontario Health Insurance **Plan** for basic in-hospital care and medical care unless exemption is granted when proof of coverage by a spouse is established. The hospital shall pay 100% of the premium for standard ward accommodations for a single employee and 100% of the premium of an employee who has family coverage.
- b) The **hospital** agrees to contribute 100% of the billed premium for semi-private hospitalization insurance for each full-time eligible employee in the employment of the hospital.
- c) The hospital will provide premium assistance for the Québec Medicales Program upon submission of the copy of the upper portion of the Notice of Assessment not later than one year following the period claimed.

The Hospital will reimburse the employee the equivalent of single OHIP coverage for the period of Québec residency.

.04 STANDARD EXTENDED HEALTH CARE BENEFITS

The hospital agrees to contribute on behalf of each eligible employee in the hospital effective the first of the month **following** 30 calendar days of employment 85% of the billed premium under the Standard Extended Health Care Benefits Plan subject to terms and conditions of such plan and subject to the carrier's requirement as to minimum enrollment, provided the balance of the monthly premium **is paid** by the employee through payroll deduction.

.05 LIFE INSURANCE

After a full-time employee has completed the probationary period and has been confirmed in a position the employee must join the Group Life Insurance **Plan**. All employees upon commencement of

3...cont'd

employment will decide whether they will carry insurance equal to two (2) times annual earnings rounded to multiples of \$1,000 or \$2,000 minimum coverage as provided in the plan. The employer shall pay 85% of the premium for the group life insurance plan and the employee shall pay the remaining 15% of the premium through payroll deductions.

.06 DENTAL PLAN

The employer agrees to pay 50% of the billed premium of the Conferation Life Dental Plan based on the current D.D.A. fee schedule as that schedule is amended during the life of the present collective agreement, or its equivalent, provided employees pay the balance of the premium through payroll deductions. The plan becomes effective for each eligible employee 30 calendar days of employment.

.07 WORKMEN'S COMPENSATION

An employee who is unable to work due to an injury incurred while on duty shall be paid 75% of his regular wages by the hospital and the hospital will collect the compensation refund from the Workmen's Compensation Board. If the claim is not accepted by the Workmen's Compensation Board, payment of wages to the employee shall revert to the hospital. In such case, the Hospital will refund itself for any amounts paid to the employee under W.C.B. rule form the payments due under the Disability Group Plan.

.08 Substitute Insurance Carrier- No Loss of Benefits

The hospital may at anytime substitute an insurance carrier, but must ensure no loss of benefits or provisions occur in any of the agreed benefit plans.

- a) The parties agree any and all divisible surplus or excess, credits or refunds, reimbursements under whatever name, that may arise, during the term of the collective agreement and result from a lower premium amount paid by the hospital under the Ontario Health insurance Act or any similar legislation, then the total amount paid by the Hospital and the employee at the commencement of the agreement as premium payments for present health services shall accrue to and for the benefit of the hospital, notwithstanding any legislation to the contrary, and particularly but without limiting the generality, the Ontario Health insurance Act or any legislation amending or replacing such Act in whole or in part. The employee shall benefit by possible reduction in his portion of the premium.

- b) If an employee absence without pay from the hospital exceeds thirty (30) continuous calendar days ne will not accumulate fringe benefits. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence.

ARTICLE 19- EARNED LEAVE (VACATION)

- .01 For the purpose of calculating earned leave and eligibility the period shall be from January 1st of any year to December 31st of the same year. Vacation is not granted to an employee who has not completed six (6) months of continuous service.
- .02 Earned leave with pay is earned through continuous past service. The following conditions shall govern the taking of earned leave:
- a) Requests for vacation during February and March shall be made before November 15th. The hospital shall reply to these requests by December 1st.
 - b) Requests for vacation during July and August shall be made before April 15th and the hospital shall reply to these requests by May 1st.
 - c) Employees requesting prime time outside of the time limits in a) and b) will be given last priority.
 - d) At other times the employee may request vacation 4 weeks in advance and the hospital shall reply within two weeks of the requested time.
 - e) The hospital will endeavour to schedule earned leave in as equitable a basis as possible having regard to the need of the hospital. The **first** two weeks of vacation may be split into a maximum of one week periods. The balance may be split as mutually **agreeable** between the employee and hospital.
 - f) Where a dispute arises between employees in the same unit requesting the same vacation times and such requests cannot be accommodated by the hospital, then hospital seniority **shall** apply.

.02...cont'd

- g) Vacation entitlement shall be measured as of January 1st of each year. Earned vacation entitlement must be 'taken by December 31st of the same year, Vacation leave may be taken on any shift where practicable.
- h) **An** employee will be entitled to vacation leave on the basis of seniority subject to the limitation that between June 1 and September 15 of any vacation year, this leave may be limited to ten (10) consecutive working days of an employee with less seniority requests vacation during the **same** period and that notice is received during the time specified in 19.02 a) and b).

.03 The following are the earned leave provisions:

- a) All **employees shall be** entitled to earned leave with pay, at their regular rate of 1.25 days for each completed month of service not exceeding fifteen (15) working days in a calendar year.
- b) Full-time employees shall be entitled to the following **annual** vacations:

Registered Nursing Assistants, Non-registered Nursing Assistants, Orderlies and Central Sterilization technicians, Switchboard Operators, Porters, Storemen, Central Sterilization Workers **and** Dispatchers:

- i) 15 working days per calendar year after one year of service
- ii) 20 working days per calendar year after eight years of service
- iii) 25 working days per calendar year after fifteen years of service.

19...CONT'D

c) If an employee is absent for more than thirty (30) calendar days without pay from the hospital in the vacation year, he **will** receive vacation pay based on a percentage **of gross** salary for **work** performed, on the following basis:

3 week entitlement	6%
4 week entitlement	8%
5 week entitlement	10%

d) Part-time employees will be entitled to the following vacation pay:

for the first 4500 hours	6%
after 4500 hours	8%
after 18000 hours	10%

- .04 Employees shall give at least two (2) weeks writtin notice of intention to resign, except in cases of extenuating circumstances. Failure to do so shall in the employee receiving vacation pay based on the requirements of the Employment Standard Act only.
- .05 A full-time employee who has completed less than one year of service as of January 1st of any year shall be entitled to receive vacation with pay on a pro rata **basis**.
- .06 For the purpose of vacation entitlement, length of continuous service for those employees who have elected to change their status from full-time to part-time or vice versa, shall mean combined service in both the full-time and part-time classifications.
- .07 Scheduled vacation days shall not be replaced by sick days during the employee's vacation, except in cases of extenuating circumstances to be mutually agreed upon.

ART. 19...CONT'D

.07...cont'd

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. Proof of the hospitalization must be submitted in such circumstances.

Vacation days so displaced will be rescheduled at a mutually agreeable date.

ARTICLE 20- RECOGNIZED HOLIDAYS

.01 The following are recognized holidays:

New Year's Day	Labour Day
Good Friday	Victoria Day
Canada Day	Thanksgiving Day
Civic Holiday	Remembrance Day
Christmas Day	Boxing Day
Floating Day {not a premium day}	

.02 Subject to qualifying for each designated holiday an employee **shall** be entitled to an 11th day in the form of a floating holiday (which is not a premium day) without loss of or deduction from regular earnings. The 11th holiday is only available to employees in the employ of the hospital before June 1st of each calendar year.

.03 The hospital will endeavour to schedule time off for recognized holidays as equitably as possible amongst employees in the same department.

.04 A shift which begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the shift. This shall not apply to employees working the Compressed Work Week, the employee will be paid at the premium rate for hours actually worked on the recognized holiday.

.05 i) In order to qualify for each holiday a full-time employee must have worked thirty (30) days in the hospital and have ~~worked his last scheduled~~ worked his last scheduled shift prior to the holiday and his first scheduled shift after the holiday unless absent for reasons of an approved paid leave of absence.

.05...cont'd

- ii) Where a recognized holiday falls on a full-time employee's scheduled day off or during vacation period, subject to his meeting the eligibility requirements of i) above, he shall be given one day off with regular pay.
- b) If an employee works on a recognized holiday, he shall be paid at time and one-half his regular straight time hourly rate for all hours worked on such holiday. Where, in addition, he is required to work additional hours prior to or following his full tour on that day (but not including hours on a subsequent shift for such employee), he shall receive two times his regular straight time hourly rate for such additional hours worked that day and subject to the requirements of eligibility above (20.05 a) i)) shall be given another day off with pay.

.06 A lieu day shall be scheduled by mutual agreement between the hospital and the full-time employee within a period of forty-five days of the date on which the holiday falls or is observed except for those employees who work the compressed work week (11.25 hours per shift). Such employees shall be allowed up to sixty days from the date of any holiday, to schedule a lieu day. A lieu day may be taken on any shift where practicable. Where it is not practicable to schedule an employee, he shall receive pay in lieu thereof.

.07 No employee shall be required to expend a lieu day instead of a sick day when he is legitimately sick, unless the lieu day has been scheduled prior to the illness.

.08 If a legislated holiday falls on a Saturday or Sunday, the employer will declare the Friday or Monday as the recognized holiday. But the legislated holiday will still be the premium day.

ART. 20...CONT'D

.09 An employee who calls in sick on a regular scheduled day which is a legislated holiday shall receive the holiday pay and shall not receive the sick leave pay to which he may otherwise have been entitled.

ARTICLE 21- OCCUPATIONAL HEALTH AND SAFETY

- .01 a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention Health & Safety Committee at least one 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 in 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 .02 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 any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance,
- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

A. 21...CONT'D

.02 The **Hospital** shall **provide** free of charge all safety and protective **equipment** deemed necessary. Such equipment will **remain** on hospital premises at all times.

ARTICLE 22- GENERAL CONDITIONS

- .01 Where any **provisions** of this Agreement or any practice thereunder is at any time contrary to law, this Agreement is not to be deemed to be abrogated but is to be deemed to be amended so as to make the provisions of this Agreement conform to **law**.
- .02 It shall be the sole responsibility of an employee to keep the hospital and the union advised, in writing, of change of address, change of marital status, change of name, change of dependent status and change of telephone number.
- .03 All correspondence arising out of or incidental to this Collective Agreement shall pass between the: Director of Personnel, Riverside Hospital of Ottawa, and the Business Representative of the Union unless as otherwise herein specified.
- .04 The hospital shall provide (5) bulletin boards for the purpose of posting union notices. All such notices must be jointly approved by the President of the union or his designate and the Director of Personnel of the Hospital or his designate.
- .05 Wherever the masculine pronoun is used on this Agreement it includes the feminine pronoun where the context so requires. In addition wherever singular is used in this Agreement it includes the plural where the context so requires and vice versa.
- .06 At the discretion of the Hospital, the retirement day for all employees shall be the first of the month following the date on which the employee reaches the retirement age as specified by the Hospitals of Ontario Pension Plan.
- .07 A copy of this Agreement, in a mutually suitable form, will be made available by the hospital to each ~~employee~~ now employed and as employed. Printing costs for these agreement will be shared between the parties.

.08 The changing of Daylight Saving Time to Eastern Standard Time or vice versa shall not be the cause of paying more than or less than the normal daily rate of pay during the week in which such change takes place.

.09 ACCESS TO PROMISES

The employer agrees that the President of the Union or his duly accredited representative may enter the hospital and speak with members of the union for a reasonable time during their working hours, with the permission of the Director of Personnel.

.10 INSERVICE EDUCATION

Inservice Education programmes will be provided where relevant and available.

.11 PARKING

For a fee payable, the Hospital will provide a parking space. The parking fee will be established by the Board of Trustees.

.12 PAY CHEQUE ERROR

Should an error of less than \$50.00 occur on a pay cheque, attributable to the employer, the latter agrees to correct the error no later than the following pay day. Errors of over \$50.00 will be corrected within 3 days.

.13 EMPLOYEE FILE

Upon request to the Director of Personnel or his appointee, an employee may consult his file during normal business hours, accompanied by a representative of the union if he wishes. The file should contain:

The application form

The employment form

All authorizations for deductions

All disciplinary reports which the employee has previously been advised of.

.14 TECHNOLOGICAL CHANGE

- a) In the event of lay-off of employees resulting from an innovative change in the technology utilized by the Hospital, the Employer shall upon the request of the Union meet with it to consider alternative employment opportunities in the hospital and the training required to prepare eligible employees for such opportunities. If no immediate 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 Employer will notify the Union in advance, so far as is practicable of the date employees may be laid off as a result of the change on technology.
- c) An employee whose position becomes redundant due to technological change shall be given the opportunity to fill any vacancy in the Bargaining Unit for which he has the knowledge, proficiency and skill to perform the functions of his new position, and shall be given a trail period of up to thirty (30) days in which to demonstrate his suitability and retain his employment.

Where knowledge, proficiency and skill are equal, seniority shall be the deciding factor.

.15 EXISTING PRIVILEGES

Nothing in the signing of this Agreement shall lower any present wage standard or working condition, nor shall any employee be deprived of any established or recognized benefits or privileges in excess of, or more advantageous than the contract provisions.

.16 INDIVIDUAL CONTRACTS

No employee covered by this Agreement shall enter into any individual contract or agreement with the Employer concerning wages or working conditions that will in any way conflict with the terms of this Agreement.

.17 RIGHT TO REPRESENTATION

Over and above the right to representation provided for under the Grievance Procedure, employees shall have the right to have their Union Steward at any meeting with management called for the purpose of discipline or critical evaluation of that employee.

.18 NO DISCRIMINATION

- a) The Hospital and the Union agree that there will be no **discrimination**, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her membership **in** the Union or activity or **lack** of activity on behalf of **the** Union or by reason of exercising his rights under the Collective Agreement.
- b) The Union agrees there will be no Union activity, solicitation for membership, or collection of Union dues on Hospital premises or during working hours except with the written permission of the hospital or as specifically provided for in the Agreement.

ART. 22...CONT'D

13...cont'd

- c) It is agreed that there will be no discrimination by either party ~~or~~ by any of the employees covered by this agreement on the basis of race, creed, color, national origin, sex, martial status, age, religious affiliation or any other factor which is not pertinent to the employment relationship.

ARTICLE 23- DURATION

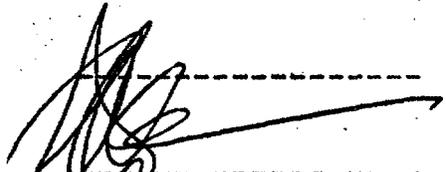
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This agreement shall remain in **force** April 1, 1985 to **March 31, 1987** and **.shall continue from year to year thereafter unless either party notifies the other in writing of **termination** or proposed **revision**, addition or deletion to or from the agreement or of any of its provisions in detail. Such notification to be given not **less** than sixty (60) days and not more than one hundred and twenty (120) days before the expiry date of the current agreement.**

Sign this date August 6, 1986, Ottawa, Ontario

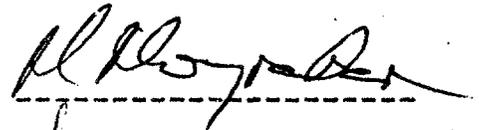
FOR THE HOSPITAL

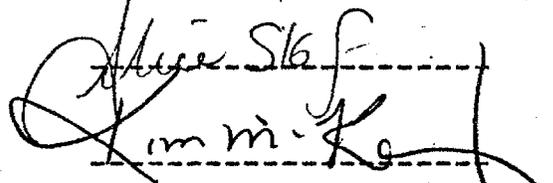
FOR THE UNION



G. B. Boyle

Alida Hartman





Markville H. Dell

John R. ...

W. ...

SCHEDULE A
RIVERSIDE HOSPITAL OF OTTAWA

POSITION- FULL-TIME	SR	AFTER 1YR.	2YR.	3YR.	4YR.
1- RECEIVER					
01/04/85 31/03/86	9.82	10.22	10.61	10.99	11.38
01/04/86 31/03/87	10.20	10.62	11.02	11.42	11.82
2- RNA'S, ORDERLIES, CSR TECHNICIANS, DARK ROOM TECH. LEAD HAND DISPATCH.					
01/04/85 30/09/85	9.66	9.88	10.09	10.30	
01/10/85 31/03/86	9.85	10.08	10.29	10.51	
01/04/86 30/09/86	10.15	10.38	10.60	10.82	
01/10/86 31/03/87	10.35	10.59	10.81	11.04	
3-NON REG N.A.					
01/04/85 30/09/85	9.06				
01/10/85 31/03/86	9.24				
01/04/86 30/09/86	9.52				
01/10/86 31/03/87	9.71				
4-DISPATCHERS					
01/04/85 31/03/86	9.54	9.71	9.87	10.04	
01/04/86 31/03/87	9.91	10.09	10.25	10.43	
5-PORTER, DISPATCH HELPERS, PHYSIO TECH AIDE.					
01/04/85 31/03/86	9.15	9.30	9.46		
01/04/86 31/03/87	9.51	9.66	9.83		
6-C.S.R. WORKERS					
01/04/85 31/03/86	8.94	9.15	9.34		
01/04/86 31/03/87	9.29	9.51	9.70		
7- TELEPHONE OPERATOR					
01/04/85 31/03/86	9.32	9.55	9.77	9.99	
01/04/86 31/03/87	9.68	9.92	10.15	10.38	

SCHEDULE B
RIVERSIDE HOSPITAL OF OTTAWA
C.U.O.E. & G.W. - SERVICE EMPLOYEES

POSITION- REGULAR PART-TIME

	SR	AFTER 1YR	2YR	3YR
RNA'S, ORDERLIES, C.S.R. TECH, DARK ROOM TECH.				

01/04/85 30/09/85	9.66	9.88	10.09	10.30
01/10/85 31/03/86	9.85	10.08	10.29	10.51
01/04/86 30/09/86	10.15	10.38	10.60	10.82
01/10/86 31/03/87	10.35	10.59	10.81	11.04

NON-REG N.A.'S

01/04/85 30/09/85	9.06			
01/10/85 31/03/86	9.24			
01/04/86 30/09/86	9.52			
01/04/86 31/03/87	9.71			

PORTERS

01/04/85 31/03/86	9.15	9.30	9.46	
01/04/86 31/03/87	9.51	9.66	9.83	

TELEPHONE OPERATORS

01/04/85 31/03/86	9.32	9.55	9.77	9.99
01/04/86 31/03/87	9.68	9.92	10.15	10.38

DISPATCH

01/04/85 31/03/86	9.54	9.71	9.87	10.04
01/04/86 31/03/87	9.91	10.09	10.25	10.43

SCHEDULE B

POSITION - CASUAL **PART-TIME**

HOURLY RATE

RNA'S, ORDERLIES

01/04/85	30/09/85	9.66
01/10/85	31/03/86	9.85
01/04/86	30/09/86	10.15
01/10/86	31/03/87	10.35

NON **REG.** N.A.'S

01/04/85	30/09/85	9.06
01/10/85	31/03/86	9.24
01/04/86	30/09/86	9.52
01/10/86	31/03/87	9.71

DISPATCHERS

01/04/85	31/03/86	9.54
01/04/86	31/03/87	9.51

PORTERS, CSR TECH.

01/04/85	31/03/86	9.15
01/04/86	31/03/87	9.51

TELEPHONE OPERATORS

01/04/85	31/03/86	9.32
01/04/86	31/03/87	9.68

***NOTE: In lieu of fringe benefits 12% will be added to the basic rate of part-time staff.

LETTER OF INTENT
BETWEEN
RIVERSIDE HOSPITAL OF OTTAWA
AND
CANADIAN UNION OF OPERATING ENGINEERS
AND GENERAL WORKERS

RE: BENEFITS - PART-TIME EMPLOYEES

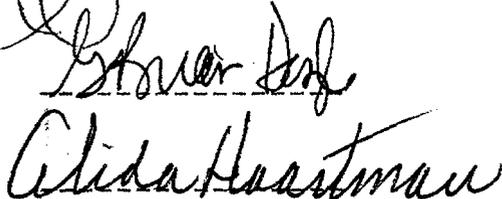
This is to advise the following list of benefits to part-time employees shall be made available under the following conditions:

1. To all part-time employees who have worked no less than twenty-four (24) hours per week:
 - a) Dental at 100% the employees cost on the group rate
 - b) E.H.C. at 100% the employees cost on the group rate
 - c) OHIP at 100% the employees cost.
2. If a part-time or a casual employee wants to pre-pay the premium in advance, he would be allowed to do so if he gives postdated cheques to the accounting department two months in advance.

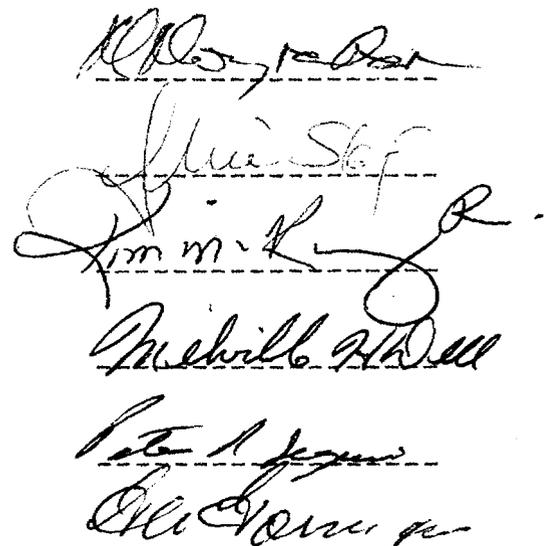
DATED at Ottawa, Ont. this 6TH day of August 1986

for the hospital

for the union



Clida Hartman



Jim McKelvey

Michelle McDell

LETTER OF INTENT
BETWEEN
RIVERSIDE HOSPITAL OF OTTAWA
AND
CANADIAN UNION OF OPERATING ENGINEERS
AND GENERAL WORKERS

RE: REGULAR PART-TIME R.N.A. POSITIONS

The Employer agrees to recognize fourteen (14) R.N.A. Positions as being permanent part-time. The fourteen (14) positions shall be divided as follows:

- 6 R.N.A. position on days
- 4 R.N.A. position on evenings
- 4 R.N.A. position on nights

All of these position shall be advertised and filled as per the requirements of the contract.

The booking procedures for these positions shall be as attached Schedule "C".

DATED at Ottawa, Ont. this 6TH

day of August 1986

~~for the hospital~~

for the union

[Signature]

[Signature]

Alida Houston

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

SCHEDULE C

Bookings for Regular Part-time R.N.A.'s

Pre-bookings

In order to be pre-booked, Regular Part-Time R.N.A.'s must call the **Nursing** Office on the day one week in advance of their committed shifts at the following hours:

Days	1430 - 1530	hours
Evenings	1330 - 1430	hours
Nights	1315 - 1345	or
	1600 - 1700	

Regular part-time R.N.A.'s who have been available on their committed shifts, but who have not worked, need not be available for 2 other shifts that **same** week.

After a regular part-time R.N.A. has worked **her** committed shifts and if she wished to work additional shifts, may do so, but preference will be given *to* the casual nurse.

Regular part-time R.N.A.'s working weekends only, may elect once a month to work 2 shifts during the week in exchange for a weekend off, Requests for such changes should be made 2 weeks in advance.

If a regular part-time R.N.A., has **a** valid reason, she may on rare occasions exchange a regular week day shift for another shift within the week.

R.N.A.'s on float (full time) will be assigned before regular part-time R.N.A.'s are booked. Regular part-time R.N.A.'s will be booked before casual part-time R.N.A.'s will be booked.

If not pre-booked, regular part-time R.N.A.'s must call the Nursing Office again at the following hours:

Days:	1800 - 1900	before committed day
Evenings:	1100 - 1200	hours on committed day
Nights:	1315 - 1345	hours on committed day
	or 1600 - 1700	hours on committed day

If not booked on either of the previous calls, regular part-time nurses **should** call the nursing office again as follows on committed day.

Days:	0530 - 0630	or call in night before
Evenings:	1330 - 1430	to confirm availability
Nights:	1730 - 1830	

One call only is needed to book for both days if work is available.

Weekend **bookings** may be made on Fridays.

During the Christmas and New Year's periods, where possible, regular part-time R.N.A.'s will be booked 2 weeks in advance.

Weekends will be numbered from the first **Saturday** of the Month. If a Month starts on Sunday, that weekend will be considered the 5th weekend of the previous month. The next weekend of the month will be considered the first.

All requests for exchange should be in writing 2 weeks in advance. All requests for vacation should be in writing 2 weeks in advance. A reply will be posted on the Bulletin Board or you may phone in for a reply.

A total of 2 months vacation will be granted per year. Regular part-time R.N.A.'s must be available for work at least 4 weeks between July 1st and August 31st. Vacation will be granted according to seniority.

Regular part-time R.N.A.'s are required to work the 12 hour shift if work is available.