

SOURCE	HOSP.		
EFF.	89	06	28
TERM.	91	03	31
No. OF EMPLOYEES	13		
NOMBRE D'EMPLOYÉS	13		

Part-Time Collective Agreement

Between

Chedoke—McMaster Hospitals

and

Ontario Public Service

Employees Union

Expiry Date: March 31, 1991

28 1988



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PART-TIME COLLECTIVE AGREEMENT

between

CHEDOKE-McMASTER HOSPITALS

and

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION

Expiry Date: March 31, 1991

**LABORATORY
RADIOLOGY**

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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 Hospital and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that employees wish to work together with the Hospital to secure the best possible care and health protection for patients.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Hospital recognizes the Union as the sole bargaining agent of all technologists and technicians employed by Chedoke-McMaster Hospitals in its medical laboratories and x-ray laboratory at Chedoke Hospital in the city of Hamilton, regularly employed for not more than twenty-four (24) hours per week, and students employed during the summer vacation period, Assistant Chief Technologists. persons above the rank of Assistant Chief Technologist. office and clerical staff. and persons covered by the subsisting Collective Agreements between Chedoke-McMaster Hospitals and the Canadian Union of Public Employees, Local 839, and the Ontario Nurses' Association. Chedoke Hospital, Local 69.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Hospital:

(a) Generally to manage and operate its Hospital in all respects and, without in any way restricting the generality of the foregoing, to determine the kinds, location and number of the Hospital's establishments, the service to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, Instruments and equipment to be used; to select, control and direct the use of all materials and facilities required in the operation of the Hospital; to schedule the work and services to be performed and provided, and to make, alter and enforce regulations governing the use of all material, facilities and services as may be deemed

necessary in the interests of the safety and well-being of the patients In the Hospital and the public.

- (b) To maintain order, discipline and efficiency. and to make, alter and enforce rules and regulations to be observed by the employees, provided such rules and regulations are not inconsistent with the provisions of this Agreement.
- (c) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; to assign employees to shifts. and to increase and decrease the working forces, provided that a claim by any employee of discriminatory retirement, classification, promotion, transfer, demotion, discipline or suspension. or a claim by any employee that he or she has been discharged without just cause may become the subject of a grievance and be dealt with as hereinafter provided.

ARTICLE 4 - DEFINITIONS

4.01 Regular Part-time Employees

A part-time employee in the bargaining unit who makes a commitment to the Hospital to be available to be scheduled for work by the Hospital on a regular pre-determined basis and In respect of whom such pre-determined scheduling occurs.

4.02 Casual Part-time Employee

A part-time employee in the bargaining unit who is employed on a relief or replacement basis and who is available for call-ins as circumstances demand.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 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 his membership or non-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.
- 5.02 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, colour, national origin, sex, marital status, age, religious affiliation or any other factor which is not pertinent to the employment relationship.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

6.01 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 7 - UNION SECURITY

7.01 The Hospital will deduct from each employee in the bargaining unit an amount equal to the regular monthly union dues designated by the Union in accordance with the constitution and bylaws of the Union. The amount of the regular month dues shall be as certified to the Hospital by the Treasurer of the Union from time to time. The amount so deducted shall be remitted by the Hospital to the Union's Director of Finance no later than the fifteenth (15) of the month following the month in which such deductions were made. 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.

ARTICLE 8 - REPRESENTATION AND COMMITTEES

8.01 Union Stewards

The Hospital agrees to recognize union stewards to be elected or appointed from amongst employees in the bargaining unit for the purpose of handling grievances as provided under this Collective Agreement.

Union stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of his grievance duties, a union steward is required to enter an area within the Hospital in which he is not ordinarily employed, he shall report his presence to the supervisor in the area immediately upon entering it. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

The number of stewards from the part-time bargaining unit has been determined to be limited to one.

8.02 Grievance Committee

The Hospital will recognize a Grievance Committee comprising of one member plus the Chief Steward (**it is** understood the chief steward may be a full-time **or** part-time employee) to be elected **or** appointed from the bargaining **unit**. One member shall be chairman. The purpose of the Committee **is** to deal with grievances as set out in **this** Collective Agreement.

8.03 Labour-Management Committee

The parties mutually agree that there are matters that would be beneficial **if** discussed at a Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each party as mutually agreed and shall meet at a time and place mutually satisfactory. The Committee shall meet once every two **(2)** months, unless agreed otherwise. A request for a **meeting** hereunder **will** be made in **writing** at least fourteen **(14)** days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. Where a Hospital has two **or** more agreements with OPSEU, then a **joint** committee **shall** represent all units unless otherwise agreed.

8.04 (a) Negotiating Committee

The Hospital agrees to recognize a Negotiating Committee comprised of two **(2)** members of the negotiating team to represent all part-time OPSEU members, to be elected **or** appointed from the bargaining **unit**. Where the Hospital **participates** in central bargaining, the purpose of the Negotiating **Committee** shall be to **negotiate** local issues as defined in **this** Collective Agreement. **Where** the Hospital does not participate **in** central bargaining, the purpose of the Negotiating Committee shall be to **negotiate** a renewal of this Collective Agreement. The Hospital agrees that the members of the Negotiating Committee shall suffer no **loss** of earnings for time spent **during** their regular scheduled working hours In attending negotiating meetings with the Hospital up to, and including, **conciliation**.

(b) Pay for Central Negotiating Committee

Union Negotiating Committee members up to a maximum of seven (7) shall be paid for time lost from their normal straight time working hours at their regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital Central Negotiating Committee in direct negotiations up to and including conciliation. If the parties are unable to arrive at a negotiated Collective Agreement through either direct negotiations or conciliation, the Hospital agrees that members of the Union Negotiating Committee shall receive unpaid leave for purposes of attending arbitration hearings.

- 8.05 All new employees will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the Collective Agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Hospital.

ARTICLE 9 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

- 9.01 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.
- 9.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of Its Accident Prevention - Health and Safety Committee. one (1) representative selected or appointed by the Union, either full-time or part-time.
- 9.03 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.
- 9.04 The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- 9.05 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.

- 9.06 Any representative appointed or selected in accordance with 9.02 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. 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.
- 9.07 The Union agrees to endeavour to obtain the full cooperation of its membership in the **observation** of all safety rules and practices.

ARTICLE 10 - GRIEVANCE & ARBITRATION PROCEDURE

- 10.01 Employees shall have the right, upon request, to the presence of a union steward at any stage of the grievance procedures, **including** the complaint stage, or at any time when formal discipline is imposed.
- 10.02 For purposes of **this** Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the Interpretation, application, **administration** or alleged **violation** of the Agreement.
- 10.03 It is the mutual **desire** of the parties hereto that complaints shall be adjusted as quickly as possible, and **it is** understood that an employee has no grievance **until** he has first given **his** immediate supervisor the opportunity of adjusting **his** complaint. Such **complaint** shall be discussed with his immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event **giving** rise to the **grievance** and, **following** settlement within seven (7) calendar days, **it** shall then be taken up as a grievance within the seven (7) calendar days following his **immediate** supervisor's **decision** in the following manner and sequence:

Step No. 1

The employee must submit the **grievance** in writing signed by **him** to **his** immediate supervisor and may be accompanied, **if** he so desires, by his **union** steward. The grievance shall identify the nature of the grievance, the remedy sought, and should specify the provisions of the Agreement which are alleged to have been **violated**. The Immediate supervisor will deliver his **decision** in **writing** within seven (7)

calendar days following the day on which the grievance was presented to him. Failing settlement, then:

Step No. 2

Within seven (7) calendar days following the decision under Step No. 1, the employee who, if he so desires, may be accompanied by his union steward, may submit the written grievance to his Department Head who will deliver his decision in writing within seven (7) calendar days from the date on which the written grievance was presented. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

Step No. 3

Within seven (7) calendar days following the decision in the immediately preceding step, the grievance may be submitted in writing to the Chief Executive Officer of the Hospital or his designate. A meeting will then be held between the Chief Executive Officer or his designate and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. It is further understood that either party may have such assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within fourteen (14) calendar days following the date of such meeting.

10.04 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby bypassed. Where the grievance is a Hospital grievance it shall be filed with the Local Union President or designate.

10.05 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in

writing, signed by each employee who is grieving, to the Department Head or his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being Initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

10.06 Discharge Grievance

The release of a probationary employee shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within seven (7) calendar days after the date the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the employee, or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or
- (c) by any other arrangement which may be deemed just and equitable.

The Hospital agrees that it will not discharge, without just cause, an employee who has completed his probationary period.

10.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned.

10.08 All agreements reached under the grievance procedure between the representatives of the Hospital, the representatives of the Union and the grievor(s) will be final and binding upon the Hospital, the Union, and the employee(s).

10.09 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement. and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other

- party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to make such appointment upon application thereto by the party invoking the **arbitration** procedure. The two nominees shall attempt to agree upon a chairman of the Arbitration Board. **If** they are unable to agree upon such 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.
- 10.10 **No** person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.11 **No** matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.12 The Arbitration Board shall not be authorized to make any decision Inconsistent **with** the provisions of **this** Agreement, nor to alter, modify. add or to amend any part of this Agreement.
- 10.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority. and where there is no majority. the decision of the chairman will be final and binding upon the parties hereto and the employee **or** employees concerned.
- 10.14 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.
- 10.15 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 10.16 Wherever arbitration board is referred to in the Agreement, the parties may mutually agree In writing to substitute a single arbitrator for the arbitration board at the **time** of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.

ARTICLE 11 - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 11.01 Any letter of reprimand or suspension will be removed from the record of an employee twenty-four (24) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such twenty-four (24) month period.

- 11.02 Each employee shall have reasonable access to his file for the purposes of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Employer. A copy of the **evaluation** will be **provided** to the employee at his request.

ARTICLE 12 - SENIORITY

- 12.01 Newly hired employees shall be **considered** to be on probation for a period of **sixty (60)** tours worked from date of last hire (450 hours of work for employees whose regular hours of work are other than the standard work day). **If** retained after the probationary period, the employee shall be **credited** with seniority from date of last hire. With the written consent of the **Hospital**, the probationary employee and the President of the Local **Union** or **his** designate, such probationary **period** may be extended.

It is understood and agreed that any extension to the probationary period will not exceed an additional **sixty (60)** tours (450 hours) worked or such lesser period as may be agreed by the parties. The release of a probationary employee shall not be the subject of a grievance or **arbitration**.

- 12.02 A seniority **list** will be maintained for each department. The Hospital shall post such **list** and provide the Union with a copy, **indicating bargaining unit** seniority, **twice** per year.
- 12.03 Part-time employees shall have their seniority expressed on the basis of number of hours worked.
- 12.04 Seniority shall be retained by an employee in the event he **is** transferred from **full-time** to part-time or vice-versa. For the purposes of the application of seniority under the Agreement but not for the purposes of service under any provisions of the Agreement, an employee whose status is changed from full-time to part-time shall receive credit for his seniority on the basis of **1,725** hours worked for each year of full-time **seniority**. For the purposes of the application of seniority, under the Agreement but not for the purposes of service under any provisions of this Agreement, an employee whose status **is** changed from part-time to full-time shall receive credit **for** his seniority on the basis of one **(1)** year of seniority for each **1,725** hours worked. Any **time** worked in excess of an equivalent shall be pro-rated at the time of transfer.

- 12.05 Not applicable to part-time.
- 12.06 For purposes of layoff and recall, seniority shall operate on a department-wide basis, i.e., laboratory, radiology or such other departments which exist in the individual hospitals where the employees are covered by this Agreement.
- 12.07 Seniority lists and layoff and recall rights for full-time employees shall be separate from seniority lists and layoff and recall rights for part-time employees.
- 12.08 An employee who is transferred to a position outside the bargaining unit for:
- a) a period of less than eighteen (18) months or such longer period as the parties may agree upon or;
 - b) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit
- shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within the time periods noted in (a) or (b) above he shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of his return to the bargaining unit.
- 12.09 An employee shall lose all service and seniority and shall be deemed to have terminated if he:
- (a) leaves of his own accord;
 - (b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - (c) has been laid off twenty-four (24) months;
 - (d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Hospital of such absence and providing a reason satisfactory to the Hospital;
 - (e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
 - (f) fails upon being notified of a recall to signify his intention to return within five (5) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Hospital and fails to report to work

within ten (10) calendar days after he has received the notice of recall **or** such further period of time as may be agreed upon by the parties;

- (g) **is** absent due to **illness or** disability for a **period** of twenty-four (24) months, unless he has less than **six (6)** months' service at the time the illness or **disability** commenced and is not **eligible for** long-term disability benefits. **If** the employee has less than six months' service at the time the **illness or** disability commenced and **is** not eligible for long-term **disability** benefits. **this** provision **will** apply after an absence equal to his length of service at the time the absence commenced.

ARTICLE 13 - LAYOFF AND RECALL

NOTE: Article 13 applies to regular **part-time** employees only.

13.01 In the event of a proposed layoff at the Hospital of a permanent **or** long term nature, the Hospital **will**

- a) **provide** the Union **with** no less than **30** calendar days notice of such layoff, and
- b) meet **with** the Union through the Labour Management **Committee** to review the following:
 - (i) the reason **causing** the layoff
 - (ii) the service the Hospital will undertake after the layoff
 - (iii) the method of implementation including the areas of cut-back and employees to be **laid off**
 - (iv) ways the Hospital can assist employees to find alternate employment.

13.02 Any agreement between the Hospital and the Union resulting from the above review concerning the method of Implementation will take precedence over other terms of layoff in this Agreement. Notice of layoff shall be **in** accordance with the provisions of the Employment Standards Act.

13.03 In the event of layoff, the Hospital shall layoff employees in the reverse order of their **seniority within** their classification, **providing** that those employees who remain on the job have the **qualifications** and ability to perform the **work**.

- 13.04 An employee who is subject to layoff shall have the right to either:
- a) accept the layoff and be placed on a recall list for twenty-four (24) months: or
 - b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the department **if** the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off, subject to his rights under this section.
- 13.05 An employee who displaces an employee in a lower paying classification **will** be placed on the salary grid of the lower classification consistent **with** the level he would have achieved in the lower classification based on his service and experience with the Hospital.
- 13.06 An employee shall have **opportunity** of recall from a layoff to an available opening, in order of seniority, provided he has the qualifications and ability to perform the work, before such opening is filled on a regular basis under a **job** posting procedure. The **posting** procedure in the collective agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority he had at the time of the layoff.
- 13.07 An employee recalled to work in a different classification from which he was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the position he held prior to the layoff should **it** become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- 13.08 The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the

job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital.

ARTICLE 14 - TECHNOLOGICAL CHANGE

NOTE: Article 14 applies to regular part-time employees only.

14.01 The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Employees with one or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the requirements of the applicable legislation.

14.02 Where new or greater skills are required that are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rate during the training period of any such employee. Training shall be given during the hours of work, whenever possible, and may extend for up to six (6) months.

ARTICLE 15 - JOB POSTING, PROMOTION AND TRANSFER

15.01 Where a vacancy exists, or where the Hospital creates a new position in the bargaining unit, such vacancy shall be posted for a period of seven

(7) calendar days. Applications for such vacancies shall be made in writing within the seven (7) day period referenced herein.

Notwithstanding the above, the Hospital may fill at its own discretion, vacancies caused by:

- a) illness;
- b) accidents;
- c) leave of absence not expected to exceed six (6) months;
- d) vacation;
- e) specific tasks not expected to exceed six (6) months.

In filling such temporary vacancies, the Hospital shall consider employees who have expressed an interest, in writing, in filling such vacancies, on the basis of the selection criteria, as set out in article 15.06.

Employees in bargaining units of the Hospital represented by OPSEU selected to fill such temporary vacancies, agree not to apply for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to his former position. Such employee shall continue to accrue seniority while filling a temporary vacancy.

Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy. If such employees successfully post into a permanent position within the bargaining unit, prior to the end of the non-posted vacancy, they will be credited with seniority from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy, shall not be the subject of a grievance or arbitration.

- 15.02 Notices of vacancies referred to in 15.01 shall include, for informational purposes: department, classification, qualifications.
- 15.03 A copy of the posted notice will be sent to the local President or his designate, within the aforementioned seven (7) calendar days.
- 15.04 The name of the successful applicant will be posted and a copy sent to the local President or his designate.

- 15.05 The Hospital agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.
- 15.06 In filling posted vacancies, the selection shall be made based on skill, ability, experience and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 15.07 In matters of promotion and staff transfer, the successful bargaining unit applicant shall be allowed a trial period of up to sixty (60) days worked, 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 formally occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed.
- 15.08 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).
The employee's anniversary date shall be adjusted.
- 15.09 An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to twelve (12) months from his date of selection.

ARTICLE 16 - LEAVES OF ABSENCE

NOTE: Article 16 applies to regular part-time employees only.

- 16.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Department Head or his designate. Such requests are to be submitted as far in advance as possible and a written reply will be given. Such leave shall not be unreasonably withheld.
- 16.02 (a) **Local Union Business Leave**
The Hospital agrees to grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business. The cumulative total leave of

absence will be determined locally, but shall not exceed twenty (20) days per year per hospital. The amount of notice required and the number of employees who may be absent at any one time and from any one area shall be determined locally.

- (i) In reference to Article 16.02 (a), such leave shall not interfere with the continuance of efficient operation, and not more than one employee in total and not more than one employee full-time or part-time from any section shall be absent at any one time. The cumulative total of such leaves shall not exceed five (5) days.
- (b) Union Position leave - F.T.
When an employee is elected as the Union's President or First Vice-President (Provincially) the Union will immediately following such election advise the Employer of the name of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.
- (c) Where an Individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, or member of the central negotiating committee, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The notice requirements to obtain such time off shall be governed in accordance with the leave of absence policy and procedure of the affected Hospital. Such positions shall be limited to two (2) members from a Hospital with no more than one individual from within a section/division within a Department.
- (d) For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave of members of the Central Negotiating Team, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for the cost of salary and benefits. The Hospital will bill the Union and the Union will reimburse the Hospital within a reasonable period of time.

16.03 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three consecutive calendar days off without loss of regular pay from regularly scheduled hours in conjunction with the day of the funeral of a member of his immediate family.

Immediate family, for the purposes of this section, shall mean spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, **grandchild**, brother-in-law, sister-in-law and grandparent of spouse.

The Hospital, in its discretion, may extend such leave with or without pay. Furthermore, where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave.

16.04 Jury and Witness Duty

If an employee is requested to serve as a juror in any court of law, or is required by subpoena to attend a court of law as a witness called on behalf of the Crown, or is required to attend a coroner's inquest in connection with a case concerning the Hospital, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to work on the day of such duty, provided that the employee:

- (a) Informs the Employer immediately upon being notified that the employee will be required to attend court or the coroner's Inquest;
- (b) presents proof of service requiring the employee's attendance; and
- (c) promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

In addition to the foregoing, where a part-time employee is required by subpoena to attend a Court of Law or Coroner's Inquest, in connection with a case arising from the employee's duties at the Hospital, on his regularly scheduled day off, he shall receive regular pay as if he had been scheduled to work the day.

16.05 Maternity Leave

- (a) Such leave of absence as provided under the Employment Standards legislation for pregnancy will be extended to an aggregate of six months under the same conditions as provided in this agreement if such extension is requested prior to the commencement of the leave.
- (b) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to December 29, 1986, an employee in a classification below the Registered Technologist I classification. and retroactive to April 1, 1988, an employee in the Registered Technologist I classification or above, who is on maternity leave as provided under this agreement and who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the Unemployment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits. and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

16.06 Transfer of Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave provisions.

16.07 Adoption Leave

Where an employee with at least ten (10) months of seniority qualifies to adopt a child, such employee may be entitled to a leave of absence without pay for a period of up to six (6) months' duration. Such employee shall advise the Hospital as far in advance as possible of their qualifying to adopt, and shall request the leave of absence in writing upon receipt of confirmation of the pending adoption. Such request for adoption leave shall not be unreasonably withheld.

16.08 Education Leave

Where the Hospital directs and the employee agrees to take an educational course to upgrade or acquire new employment qualifications such employee shall not lose regular pay because of necessary absence from work due to participation in such course. The Hospital shall pay the full cost of such course in advance. The employee may apply to the Hospital for a reasonable advance to cover additional costs associated with the course.

16.09 Pre-Paid Leave (Effective Date: April 1, 1989)

(a) Purpose

The Pre-paid Leave Plan is a plan developed to afford employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of salary over a defined period, in accordance with part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time).

(b) Application

Eligible employees must make written application to the Department Head, with a copy to the Director of Human Resources/Personnel, at least six (6) months prior to the intended commencement date of the salary deferral portion of the Pre-Paid Leave Plan. Such application will outline the reason the leave is being requested. Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two (2) or more candidates, from the same department, with the same intended purpose, seniority shall govern. The employee will be informed of the disposition of his application as soon as is reasonably possible after the closing date for applications.

(c) The total number of employees that may be accepted into the Pre-paid Leave Plan in any one plan year as defined in Article 16.09 (1) and from any one department shall be discussed at the Labour Management Committee. Where there are more applications than space is allotted, seniority shall govern subject to 16.09 (b) above.

(d) Nature of Final Agreement

Final approval for entry into the Pre-Paid Leave Program will be subject to the employee entering into a formal agreement with the Hospital, authorizing the Hospital to make the appropriate deductions from the employee's pay. The agreement will also include:

- (i) A statement that the employee is entering the plan in accordance with article 16.09 of the collective agreement.
- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferred salary is to be held.

The letter of application to enter the plan will be appended to, and form part of, the written agreement.

(e) Deferral Plan

The deferral portion of the plan shall involve an employee spreading four (4) year's salary over a five (5) year period. During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan.

(f) Deferred Earnings

The manner in which the deferred salary is held shall be at the discretion of the Hospital. The employee will be made aware, in advance of having to sign any formal agreement, of the manner of holding such deferred salary.

Interest which is accumulated during each year of the deferral period shall be paid out to the employee in accordance with part LXVIII of the Income Tax Regulations, Section 6801.

(g) Health and Welfare Benefits

All benefits shall be kept whole during the deferral period of the plan.

(h) Seniority and Service

Applicable to full-time only.

(i) Assignment on Return

On return from leave, a participant will be assigned to his former position unless it is no longer available. In such a case the employee will be given a comparable job, if possible, or the layoff provisions will be applied.

(j) Withdrawal Rights

(i) A participant may withdraw from the plan at any time up to a date three (3) months prior to the commencement of the leave. Deferred salary and accrued interest will be returned to the participant within a reasonable period of time.

(ii) On Leaving Employment

If a participant resigns or is terminated prior to the commencement of the leave, deferred salary plus interest will be returned to the participant within a reasonable period of time. In the event of the death of a participant, such funds will be paid to the participant's estate.

(k) Replacement Employees

The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in article 16.09 (j).

(l) Plan Year

The year for the purposes of the plan, shall be from September 1 of one year, to August 31 of the following year, or such other years as the parties may agree to.

(m) Status of Replacement Employee

Only the original vacancy resulting from an absence due to pre-paid leave will be posted.

Employees in bargaining units at the Hospital represented by OPSEU, selected to fill vacancies resulting from replacing an employee on a pre-paid leave, need not be considered for other vacancies while replacing such employee. Upon completion of the leave, the replacing employee will be returned to his former position, and the filling of subsequent vacancies will likewise be reversed.

Employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave, will not accrue seniority during the filling of such Vacancies. Furthermore, such employees need not be considered for other vacancies. If such employees do post into permanent positions, they will be credited with seniority from their last date of hire. The release or discharge of such employees will not be the subject of a grievance or arbitration.

ARTICLE 17 - SICK LEAVE AND LONG TERM DISABILITY

NOTE: Not applicable to part-time employees.

ARTICLE 18 - HOURS OF WORK & OVERTIME

18.01 The normal or standard work day shall be seven and one-half (7 1/2) hours per day and the normal or standard full-time work week shall be an average of thirty-seven and one-half (37 1/2) hours per week, except in those Hospitals where agreements already provide a normal standard work day of less than seven and one-half (7 1/2) hours, and a normal or standard full-time work week of less than thirty-seven and one-half (37 1/2) hours. (Those Hospitals with the lesser required hours shall reflect in the salary rate a pro-rate lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours of work at the hospital concerned are to thirty-seven and one-half (37 1/2) hours.)

Part-time employees shall be entitled to over-time pay at the rate of time and one-half (1 1/2) their regular straight time hourly rate for all hours worked in excess of the normal or standard work day, or in excess of the normal or standard full-time work week.

- 18.02 Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each half shift.
- 18.03 Over-time shall be defined as being all hours worked in excess of the normal or standard work day, or in excess of the normal or standard work week. The overtime rate shall be one and one-half (1 1/2) times the regular straight time hourly rate of pay.
- 18.04 Not applicable to part-time.
- 18.05 If an employee is authorized to work, during the lunch break, due to the requirements of patient care, he will be paid time and one-half (1 1/2) his regular straight time hourly rate for all time worked in excess of the normal or standard work day.
- 18.06 An employee who continues to work more than two (2) hours of overtime immediately following his scheduled hours of work, shall be provided with a meal voucher valued at a maximum of four dollars (\$4) or four dollars (\$4) if the Hospital is unable to provide a meal voucher.
- 18.07 Failure to provide twenty-two and one-half (22.5) hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 1/2) times the employee's regular straight time hourly rate for only those hours which reduce the twenty-two and one-half (22.5) hour period.

Where the twenty-two and one-half (22.5) hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

- 18.08 When scheduling normal shift rotation change, there shall not be less than sixteen (16) hours between the finish and start of each shift rotation.

18.09 The employees who are required to work over-time shall be given preference for assignment according to their seniority. The employer shall offer the first most senior qualified on-duty employee first opportunity at the assignment. If the more senior employees decline the assignment, then the over-time will be assigned to the least senior qualified employee on duty.

ARTICLE 19 - STANDBY

19.01 An employee required to standby or remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of two dollars and ten cents (\$2.10) per hour of standby time. Hours worked for call-back shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of \$5.00 (five dollars) for each eight hour period on standby even if called back to work.

ARTICLE 20 - CALL-BACK

NOTE: Article 20 applies to regular part-time employees only.

20.01 An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours, shall be paid a minimum of no less than two (2) hours' pay, except those Hospitals where two and one-half (2 1/2) or three (3) hours is applicable (at time and one-half (1 1/2) his regular straight time hourly rate) for work performed on each call-in. In the event that such two (2) hour period overlaps and extends into his regular shift, he will receive the two (2) hour guarantee payment at time and one-half (1 1/2) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital or on standby arrangement with the Hospital.

NOTE: For purposes of clarification. Article 20.01 does not apply to pre-scheduled hours of work. Article 20.01 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

ARTICLE 21 - SHIFT PREMIUM

- 21.01 Employees shall be paid a shift premium of ~~45¢~~ (forty-five) per hour for each hour worked outside the normal hours of the day shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premium will not form part of the employee's straight time hourly rate.
- 21.02 Effective April 1, 1990, an employee shall be paid a weekend premium of forty-five cents (~~45¢~~) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other 48-hour period that the hospital may establish. If an employee is in receipt of premium payment pursuant to a local scheduling regulation with respect to consecutive weekends worked, he will not receive weekend premiums under this provision.

ARTICLE 22 - TRANSPORTATION ALLOWANCE

- 22.01 When an employee is required to travel to the Hospital, or to return to his home, as a result of being called back to work outside of his regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by his own vehicle at the rate of (amounts to be determined locally) or such greater amount as the Hospital may in its discretion determine for each trip between the aforementioned hours. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

ARTICLE 23 - RESPONSIBILITY PAY

- 23.01 Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, he shall be paid a premium equal to the greater of his next or last increment in his salary range for the duration of the assignment.

ARTICLE 24 - NO PYRAMIDING

- 24.01 Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may be premium payment hours under more than one provision. In such circumstances the highest premium will be

applied. The provision of this clause will not negate any entitlement to shift premium, call-back, standby, or weekend premium.

ARTICLE 25 - PAID HOLIDAYS

- 25.01 The Collective Agreements shall list eleven (11) holidays for purposes of payment for work performed on such holidays. Effective April 1, 1989, the Collective Agreements shall provide for twelve (12) paid holidays subject to the terms and conditions set out herein.
- 25.02 An employee required to work on any of the designated holidays listed in the collective agreement shall be paid at the rate of time and one-half (1 1/2) his regular straight time rate of pay for all hours worked on such holiday, subject to Article 25.03.
- 25.03 Where the employee is required to work on a paid holiday for which he is paid at the rate of time and one-half (1 1/2) his regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequent regularly scheduled tour for such employee) he shall receive two (2) times his regular straight time hourly rate for such additional hours worked.
- 25.04 The following holidays will be recognized:

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

An additional holiday will be recognized each year on the second Monday in February. The "second Monday in November" will be added as a paid holiday effective after April 1, 1989.

- 25.05 The tour in which the majority of hours worked falls within the holiday shall be deemed to be the tour of work performed on the holiday for the full period of the tour.

ARTICLE 26 - VACATIONS

26.01 All regular part-time employees shall be entitled to vacation pay based on the applicable percentage provided in accordance with the vacation entitlement of full-time employees of their gross salary for work performed in the preceding year. Equivalent years of service shall be used to determine vacation pay entitlement. Effective December 29, 1986, equivalent years of service shall be calculated on the basis of one (1) year of service for each 1,725 hours worked.

NOTE: Employees hired prior to April 17, 1985 who are currently enjoying vacation benefits superior to those set out in the above, shall continue to receive such superior benefits.

26.02 Not applicable to part-time.

26.03 Should an employee terminate with less than two weeks notice of termination, the vacation pay requirements of the Employment Standards Act will apply.

26.04 Vacation pay will be received in a lump sum and the Hospital will attempt to make this payment at approximately the end of May each year.

ARTICLE 27 - BENEFITS FOR PART-TIME EMPLOYEES

27.01 A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Hospital, as part of the direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement leave and maternity supplemental unemployment benefits) an amount equal to 14% of his regular straight time hourly rate for all straight time hours paid.

NOTE: Articles 27.02 to 27.07 are not applicable to part-time.

27.08 Divisible Surplus - The parties agree that any surplus, credits, refunds or reimbursements, excluding sick leave and/or pension credits, under whatever name accrue to and for the benefit of the Hospital.

ARTICLE 28 - MISCELLANEOUS

28.01 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

- 28.02 Hepatitis B Vaccine - Where the hospital identifies high risk areas where employees are exposed to Hepatitis B, the hospital will provide, at no cost to the employees, a Hepatitis B vaccine.
- 28.03 Professional Responsibility - Where an employee, or group of employees, covered by this agreement and governed by an Ontario College under the Health Disciplines Act, have cause to believe that they are being asked to perform more work than is consistent with proper patient care, it is agreed by the parties that such workload problems may be discussed by the local labour Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment.
- 28.04 Contracting Out - The Hospital shall not contract out work currently performed by members of this bargaining unit **if**, as a result of such contracting out, a lay-off of any bargaining unit employees occurs. This clause **will** not apply **in** circumstances where the Hospital no longer provides **particular** services as a result of the **rationalization** or sharing of services between Hospitals in a particular geographic district, or as a result of the withdrawal of the Hospital's license to perform such services.

ARTICLE 29 - COMPENSATION

- 29.01 When a new classification in the bargaining unit is established by the Hospital, or the **Hospital** makes a substantial change in the job content of an existing classification, the Hospital shall advise the **Union** of such new or **substantially** changed classification and the rate of pay which is established. **If** so requested within thirty (30) calendar days of such advice, the Hospital agrees to meet with the **Union** to permit the **Union** to make representations with respect to the appropriate rate of pay,, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the **Union** challenges the rate established by the Hospital and the matter **is** not resolved following the meeting with the **Union**, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, **it** being understood that any arbitration board shall be limited to establishing an appropriate rate based on the **relationship** existing among other classifications within

the Hospitals (which are covered by the O'Shea award) and the duties and responsibilities Involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by the Hospital either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

29.02 Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall co-operate with the Hospital by providing verification by previous experience. The Hospital will credit the employee with one Increment on the salary scale for every two years of recent, related, full-time Hospital experience, as determined by the Hospital, to a maximum of two increment levels below the maximum of the salary scale.

For the purposes of this clause. part-time experience will be calculated on the basis of 1,725 hours worked equalling one year of experience.

NOTE: Where existing Collective Agreements have provisions for recent related experience credits superior to the above provisions. such provisions shall continue to be in effect.

29.03 Effective December 29, 1986, part-time employees will accumulate service for purposes of progression on the salary grid. on the basis on one year of service for each 1,725 hours worked.

ARTICLE 30 - SUPERIOR BENEFITS

30.01 Unless existing benefits. rights, privileges, practices, terms or conditions of employment which may be considered to be superior to those contained herein are specifically retained by this Agreement, they shall be deemed not to continue in effect.

ARTICLE 31 - GENERAL

31.01 Laboratory Coats - When required by the Hospital to be worn, the Hospital shall provide an adequate supply of laboratory coats or other protective clothing for all employees which. at the expense of the Hospital, shall be laundered and replaced when with reasonable wear and tear, their condition warrants it.



ARTICLE 32 - DURATION AND RENEWAL

32.01 This Agreement shall continue in effect until the 31st day of March, 1991 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:

32.02 (a) In the event the parties of this Agreement agree to negotiate for its renewal through the process of central bargaining, either party may give notice to the other of its desire to bargain for the renewal of this Agreement within 120 days prior to the termination date of this Agreement. Negotiations on local matters shall take place during the period from 120 to 60 days prior to the termination date of this Agreement. **It** is understood and agreed that "local matters" means those matters which have been determined by mutual agreement between the central negotiating committees representing each of the parties to this Agreement as being subjects **for** local bargaining directly between the parties to this Agreement. **It is** also agreed that local bargaining shall be subject to such procedures as **may** be determined by mutual agreement between the central **negotiating** committees referred to above.

(b) In the event the parties to this Agreement do not agree to negotiate for its renewal through the process of central bargaining, 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 purpose of negotiations within thirty (30) days after the **giving** of notice **if** so requested. **It** is further understood that the central negotiating **committees** will meet in the sixth month prior to the termination of this Agreement to convey **th**e intentions of their principals as to participation in central negotiations, **if** any, and to determine the conditions **for** such central bargaining. Proposals on central issues **shall be** exchanged by the central negotiating committees during the period from 150 to 120 days prior to the termination of this Agreement. Negotiations on central matters shall take place during the period commencing 90 days prior to the **termination** of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement
this 28th day of June, 1989 at Hamilton, Ontario

SIGNED ON BEHALF OF THE HOSPITAL:

[Signature]
[Signature]
[Signature]

SIGNED ON BEHALF OF THE UNION:

[Signature]
[Signature]
[Signature]

June 27, 1989
jm/SS95LC (40-73) (6L)

APPENDIX "A"

OCCUPATIONAL CLASSIFICATIONS AND SALARY RATES

SALARY (ON MONTHLY BASIS AFTER PERIOD OF TIME WORKED)

RADIOLOGY

<u>Occupational Classification</u>		<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>	<u>After 5 Years</u>	<u>After 6 Years</u>	<u>After 7 Years</u>	<u>After 8 Years</u>	<u>After 9 Years</u>
				1,989							
				2,074							
				2,162							
Thromboembolic Technician II	Apr. 1/88	2,152	2,188	2,229							
	Apr. 1/89	2,244	2,281	2,324							
	Apr. 1/90	2,339	2,378	2,423							
Non-Registered Technologist											
				1,977							
				2,061							
				2,149							
Audio-visual	Apr. 1/88	2,317	2,383	2,434							
	Apr. 1/89	2,416	2,484	2,538							
	Apr. 1/90	2,518	2,590	2,645							
Audio-visual Technician II/ Registered Technol.	Apr. 1/88	2,576	2,673	2,715	2,764	2,826	2,882	2,944	3,014		
	Apr. 1/89	2,627	2,767	2,810	2,860	2,932	2,990	3,055	3,127	3,174	
	Apr. 1/90	2,732	2,878	2,923	2,975	3,049	3,109	3,177	3,252	3,301	3,350
Senior Technologist	Apr. 1/88		2,833	2,878	2,930	2,996	3,055	3,121	3,195	3,271	3,348
	Apr. 1/89			2,988	3,032	3,108	3,169	3,238	3,315	3,364	3,414
	Apr. 1/90			3,097	3,154	3,232	3,296	3,368	3,447	3,499	3,550

The advancement of an employee's rate for the appropriate classification at an earlier date than anticipated by the Appendix or the engaging of an employee at a rate above the minimum of the classification shall be at the sole discretion of the Hospital.

OCCUPATIONAL CLASSIFICATIONS OF SALARY RATESSALARY (ON A MONTHLY BASIS AFTER PERIOD OF TIME WORKED)Laboratories

<u>Occupational Classification</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>	<u>After 5 Years</u>	<u>After 6 Years</u>	<u>After 7 Years</u>	<u>After 8 Years</u>	<u>After 9 Years</u>	
<u>Technician I</u>											
Effective April	1/88	1,961	2,002	2,037							
Effective April	1/89	2,044	2,087	2,124							
Effective April	1/90	2,131	2,176	2,214							
<u>Technician II</u>											
Effective April	1/88	2,152	2,188	2,229	2,277						
Effective April	1/89	2,244	2,281	2,324	2,374						
Effective April	1/90	2,339	2,378	2,423	2,475						
<u>Technician III</u>											
Effective April	1/88	2,066	2,126	2,169	2,222	2,277	2,333				
Effective April	1/89	2,154	2,216	2,261	2,316	2,374	2,432				
Effective April	1/90	2,245	2,340	2,357	2,415	2,475	2,536				
<u>Registered Technologist</u>											
Effective Apr.	1/88	2,576	2,673	2,715	2,764	2,826	2,882	2,944	3,014		
Effective Apr.	1/89	2,627	2,767	2,810	2,860	2,932	2,990	3,055	3,127	3,174	
Effective Apr.	1/90	2,732	2,878	2,923	2,975	3,049	3,109	3,177	3,252	3,301	3,350
<u>Senior Technologist</u>											
Effective Apr.	1/88		2,833	2,878	2,930	2,996	3,055	3,121	3,195	3,271	3,348
Effective Apr.	1/89			2,988	3,032	3,108	3,169	3,238	3,315	3,364	3,414
Effective Apr.	1/90			3,097	3,154	3,232	3,296	3,368	3,447	3,499	3,550
<u>EMG Technologist II</u>											
Effective Apr.	1/88	2,772	2,843	2,920	2,993	3,057					
Effective Apr.	1/89	2,890	2,964	3,044	3,120	3,187					
Effective Apr.	1/90	3,013	3,090	3,174	3,253	3,322					

<u>Occupational Classification</u>	<u>Start</u>	<u>After 1 Year</u>	<u>After 2 Years</u>	<u>After 3 Years</u>	<u>After 4 Years</u>	<u>After 5 Years</u>	<u>After 6 Years</u>	<u>After 7 Years</u>	<u>After 8 Years</u>	<u>After 9 Years</u>
<u>EMG/EEG Technologist III/Anaesthesia Technologist</u>										
Effective Apr. 1/88	2,939	3,014	3,095	3,175	3,253					
Effective Apr. 1/89	3,064	3,142	3,227	3,310	3,391					
Effective Apr. 1/90	3,194	3,276	3,364	3,451	3,535					

The advancement of an employee's rate for the appropriate **classification** at an earlier date than **anticipated** by the appendix or the engaging of an employee at a rate above the minimum of the classification shall be at the sole discretion of the hospital.

April 17, 1989
jm/sp/REC4LC (43-44) (1L)

LETTER OF INTENT

Terms of Reference - Phase III

That all hospitals participating in central bargaining for the 1988 round of negotiations be included in the Phase III study.

This study will include an examination of all positions not covered under Registered Technologist, Senior Technologist and Charge Technologist and, where indicated, the development of classifications and standardization of wages.

Union representatives on this committee will be guaranteed sufficient time off with pay to participate on this committee.

Phase III will be concluded by March 31, 1989. Should no agreement be reached on the classification levels, the wages, the differentials or the method of implementation, where such changes are indicated, the parties agree to refer these matters to arbitration.

Employees covered by Phase III shall receive a 4.5% increase effective April 1, 1988. Employees shall be placed on the standardized wage grid effective April 1, 1989. All wage rates contained in the new wage grid shall be increased by 4.25% effective April 1, 1989 and by a further 4.25% effective April 1, 1990.

February 24, 1989
sp/SS92LC (36) (2L)

LETTER OF UNDERSTANDING

The Hospital agrees to consider part-time employees for temporary full-time vacancies where such employees have the necessary **skill, ability, experience** and relevant **qualifications** to perform the work.

Where two (2) or more part-time employees express interest and where the above factors are relatively equal, **seniority** shall govern.

February 24, 1989
sp/SS92LC (37) (2L)

LETTER OF UNDERSTANDING

The parties agree that during the life of this Collective Agreement, a Labour-Management Committee as set out in Article 8.03 will convene at the request of the Union to deal with matters of scheduling in the Laboratories and Radiology Departments at the Chedoke Hospital site.

The number of representatives forming the committee will be mutually agreed upon.