

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 101**

and

Windsor Regional Hospital

DURATION: April 1, 2016 - March 31, 2019



COMPASSION is our
PASSION

OUR VISION: OUTSTANDING CARE - NO EXCEPTIONS!
OUR MISSION: DELIVER AN OUTSTANDING CARE EXPERIENCE DRIVEN BY A PASSIONATE COMMITMENT TO EXCELLENCE

Sector 10
1-101-5148-20190331-10

INDEX

ARTICLE 1 – PURPOSE	1
ARTICLE 2 – RECOGNITION	1
ARTICLE 3 - STRIKES OR LOCKOUTS	3
ARTICLE 4 - HOSPITAL & UNION'S RESPONSIBILITY	3
ARTICLE 5 - MANAGEMENT RIGHTS	4
ARTICLE 6 – UNION SECURITY	5
ARTICLE 7 - EMPLOYEE REPRESENTATION	5
ARTICLE 8 - GRIEVANCE PROCEDURE.....	8
ARTICLE 9 - BULLETIN BOARD.....	11
ARTICLE 10 - FILLING OF VACANCIES AND JOB POSTING.....	12
ARTICLE 11 – SENIORITY	15
ARTICLE 12 - TECHNOLOGICAL CHANGES	25
ARTICLE 13 - SICK LEAVE.....	25
ARTICLE 14 - LEAVE OF ABSENCE	29
ARTICLE 15 - HOURS OF WORK	39
ARTICLE 16 – HOLIDAYS.....	43
ARTICLE 17 - VACATIONS WITH PAY.....	47
ARTICLE 18 - BENEFITS	53
ARTICLE 19 – UNIFORMS.....	57
ARTICLE 20 - PERSONNEL FILES.....	57
ARTICLE 21 - MILEAGE RATES.....	58
ARTICLE 22 - OCCUPATIONAL CLASSIFICATIONS AND WAGES.....	58
ARTICLE 23 - PART-TIME EMPLOYEES	61
ARTICLE 24 – CASUAL EMPLOYEE ENTITLEMENTS.....	61

ARTICLE 25 – CONTRACTING OUT 61

ARTICLE 26 – JOB SHARING 62

ARTICLE 27 - PROFESSIONAL RESPONSIBILITY 64

ARTICLE 28 - MODIFIED WORK PROGRAM 64

ARTICLE 29 - DURATION OF AGREEMENT 64

ARTICLE 30 – INNOVATIVE/FLEX SCHEDULING..... 65

ARTICLE 31 – RETROACTIVITY OF WAGES..... 67

WAGES 67

SCHEDULE “A” 68

LETTER OF UNDERSTANDING #1 82

LETTER OF UNDERSTANDING #2 83

LETTER OF UNDERSTANDING #3 85

LETTER OF UNDERSTANDING #4 87

LETTER OF UNDERSTANDING #5 89

LETTER OF UNDERSTANDING #6 92

LETTER OF UNDERSTANDING #7 93

LETTER OF UNDERSTANDING #8 94

LETTER OF UNDERSTANDING #9 95

B E T W E E N:

Windsor Regional Hospital
(hereinafter called the "EMPLOYER" or the "HOSPITAL")

A N D

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL I01**
(hereinafter called the "UNION")

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain mutually beneficial relationship between the Hospital, its employees and the Union.
- 1.02 All references to the masculine gender in this Agreement shall also be read in the feminine gender or vice versa, wherever the context applies.

ARTICLE 2 – RECOGNITION

- 2.01 The Hospital recognizes the Union as the sole bargaining agent for all allied health professionals of Windsor Regional Hospital in Windsor, Ontario, save and except Professional Medical Staff, Department Heads, Managers, Assistant Managers, Directors, Assistant Directors, Biochemist, Coordinators, Supervisors and those above the rank of Supervisor, and Students and Employees covered by subsisting collective agreements. For the sake of clarity, the expression "allied health professionals" includes the following;

Audiologists Registered, Senior and Graduate
Cardio-Vascular Technologist (CVT 1 (Stress and Holter), CVT II (Echocardiography), and CVT III (Echo, Stress and Holter)
Chaplain I and II
Child Life Specialist
Communicative Disorders Assistant
Dietitians, Registered, Senior and Non Registered
Discharge Planner, Senior
Infant Hearing Screening Assistant
Kinesiologist
Learning Consultant
MRI Technologist, Senior, Non Registered, Registered
Multi-Media Specialist
Nuclear Medicine Technologist, Registered, Non Registered, Senior
Occupational Therapist, Senior, Registered, Graduate
Orthopedic Technologist
Pathologist Assistant, Certified, Non-Certified

Pharmacists (Registered), Graduate, Intern, Resident
 Clinical Pharmacy Specialists
 Registered Pharmacy Technicians, Senior, Non-Registered, Graduate
 Physiotherapists, Registered, Senior, Graduate
 Psychologist (Ph.D.)
 Psychometrist (Hon B.A.)
 Pulmonary Function Technician
 Registered Respiratory Therapist, Senior Registered, Graduate
 Social Worker- MSW, BSW
 Speech Therapist (MA)
 Therapeutic Recreation Specialist
 Mental Health Counsellor
 Medical Radiology Technologist, Senior, Lead, Charge
 Medical Laboratory Technologist, Senior, Lead, Charge
 Medical Laboratory Assistant
 Registered Diagnostic Medical Sonographer, Lead, Senior
 Ultrasound Tech Aide
 EEG Technologist, Registered, Non Registered, Senior
 EKG Technologist, Registered, Non Registered, Senior
 Echocardiography Technologist, Registered, Non Registered, Senior
 Cardiac Device Technologist
 Clinical Instructor-Nuclear Medicine, Radiology
 Radio Pharmacy Nuclear Med Tech
 Radioisotope Tech
 Polysomnographic Tech
 Cytotechnologist Registered
 Anesthesia Assistant

- 2.02 The term "full-time employee" when used in this agreement will mean a regular employee who is regularly scheduled to work thirty-seven and one-half (37 ½) hours weekly or on an average of seventy-five (75) hours in a bi-weekly pay period, exclusive of a daily lunch period of one-half (½) hour.
- 2.03 The term "part-time employee" used in this agreement will mean a regular employee who is regularly scheduled to work a minimum of fifteen (15) hours but less than thirty-seven and one-half (37.5) hours per week exclusive of a one-half (½) hour lunch or an average of thirty (30) hours in a bi-weekly pay period. Notwithstanding the foregoing, part-time employees cannot be regularly scheduled to work in excess of thirty (30) hours per week without mutual agreement unless the employee is the least senior employee available and qualified to perform the work. The parties will review part-time hours in January of each year.
- 2.04 The term "casual employee" when used in this agreement shall mean an employee who is used on a casual or as needed basis but may be regularly scheduled up to a maximum of fifteen (15) hours in a pay period. Casual employees will not be utilized if part-time employees in the department/classification are available and qualified to perform the work. A casual employee who has been offered to work, but has not accepted work

and has not worked in a period of six (6) months will be deemed to have resigned. The Employer will notify the Union of any casual employee who has been deemed to have resigned under the Article. This Article will be interpreted in a manner consistent with the *Human Rights Code*.

- 2.05 Nothing contained in this agreement shall be construed as being a guarantee of any number of hours of work per day or days per week.

ARTICLE 3 - STRIKES OR LOCKOUTS

- 3.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The words "strike" and "lockout" have their meaning attributed to them in the interpretation section of *The Labour Relations Act*, as amended.

While this Agreement is in operation, there shall be no suspension or slowdown of work, picketing, or any other interference with the operations of the Hospital and the Union shall take positive action to prevent an employee from committing any of the aforesaid acts.

ARTICLE 4 - HOSPITAL & UNION'S RESPONSIBILITY

- 4.01 The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between members of the healthcare community. Employees are empowered to report incidents of disruptive behaviour or domestic violence without fear of retaliation. The parties are committed to a harassment and violence free workplace and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner.

The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised 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.

- 4.02 It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, sexual orientation, marital status, age, record of offences, same-sex partnership status, family status or disability or any other factor which is not pertinent to the employment relationship.

- 4.03 Every employee who is covered by this Agreement has a right to freedom from harassment in the workplace in accordance with the *Ontario Human Rights Code*.

- 4.04 The Hospital and Union recognize their joint duty to appropriately accommodate employees in accordance with the provisions of the *Ontario Human Rights Code*. The parties agree that the goal is, where possible, to return the employee to full, active duty in the workplace through a safe and expedient process.
- 4.05 (a) It is agreed that upon commencement of employment, new employees shall be advised by a representative of the Hospital of the existence of the Union and of the conditions surrounding their employment, as contained in the within collective agreement, and rules that may be formulated under its terms. It is agreed that upon commencement of employment in his or her classification, the job duties and responsibilities will be clearly defined within the context of the job descriptions.
- (b) The Employer agrees that copies of job descriptions will be made available to the Union upon request. When a new position or classification is developed, the Employer will provide a copy to the incumbent(s) and the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that it is the exclusive function of the Hospital to:
- (a) maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees, such rules and regulations not to be contrary to the terms of this Agreement;
- (b) hire, direct, classify, transfer, promote, demote, suspend, discharge, assign employees to shifts; to increase and decrease the working forces, provided that a claim that an employee has been discharged or otherwise disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (c) generally to manage the Hospital at its sole and absolute discretion and, without restricting the generality of the foregoing, to determine the number and location of the Hospital's establishments, the services 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 required in the operation of the Hospital; to determine the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary in the interests of the safety and well-being of the Hospital patients, the public, and Hospital employees.

ARTICLE 6 – UNION SECURITY

6.01 The Employer as a condition of employment, or continued employment of its employees in the bargaining unit, agrees to deduct from each employee's pay, beginning with the first pay, an amount equivalent to the dues duly authorized by the Union for Union dues and to remit the amount so deducted from the earnings of such employees to the Financial Secretary of the Union at 100 Lesmill Road, North York, Ontario M3B 3P8, or such other address as may be designated by the Union in writing from time to time. The amount of the Union dues shall be as certified from time to time to the Employer by the Secretary-Treasurer of the Union.

It shall be a condition of remaining in the employment of the Hospital that all employees authorize such deduction.

6.02 The amount of such dues shall be certified to the Hospital by an authorized officer of the Union.

6.03 The dues deducted from all employees within the Bargaining Unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Hospital not later than the fifteenth (15th) day of the following month. A copy of this record of employees from whom pay deductions have been made shall also be sent to the Local **101** President or local designate.

6.04 This compulsory deduction of dues shall continue during the lifetime of this Agreement and shall be continued throughout any period during which the parties are engaged in negotiations with a view to making a new Agreement, and it shall apply to all employees in the Bargaining Unit.

6.05 The Employer agrees to include the annual total of dues deducted on each employee's T4 slip.

6.06 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources/Labour Relations Officer or his/her designate, and the designated, authorized member of the Union and the Local Regional Office.

6.07 During the term of this Agreement, the Employer agrees to furnish the Union monthly with a written list of all new employees who have been hired during the previous month. This list to include the employee's name and department in which he or she is working.

ARTICLE 7 - EMPLOYEE REPRESENTATION

Employee Representatives

7.01 The Union agrees to provide and maintain an up-to-date list of all Union representatives (including Union stewards, Union executive and negotiation committee to the Director of Human Resources or designate.

- 7.02 No employee shall enter into any agreement with the Employer, or any of its representatives which conflicts with the collective agreement. No individual member or group of members shall undertake to represent the Union at meetings with the Hospital without proper authorization of the Union.
- 7.03 The Union shall have the right to the assistance of OPSEU representatives at all times and the representatives shall be given reasonable access to Hospital premises to assist the members.
- 7.04 The Employer agrees to permit a representative of the Union to interview new employees as a group during orientation for a maximum of thirty (30) minutes without loss of pay for the purpose of discussing the benefits and duties of Union membership and their responsibilities and obligations to the Hospital and the Union. Management shall designate a place on the Hospital premises for such interviews and shall have the right to have a Hospital representative attend any such interview if it so wishes. The Employer will notify the Union President, or designate, when orientation of any new OPSEU members will be taking place.

Grievance Committee

- 7.05 The Grievance Committee will be comprised of up to three (3) employee representatives and a staff representative of the Ontario Public Service Employees Union. The Employer agrees to recognize Union Stewards to be elected or appointed from amongst the employees in the bargaining unit for the purpose of handling grievances as provided under this collective agreement. However, it is understood and agreed that no more than one (1) Union steward shall be absent from the same department or working unit for this purpose.
- 7.06 Stewards and representatives shall be granted reasonable time-off without loss of pay to attend to needs of the members. Such time-off shall be requested with as much advance notice as possible to the respective Department Manager or designate and shall be without loss of pay, except while attending an Arbitration Board meeting. The employee will report to their immediate Supervisor directly upon the completion of Union Business and return to work. The Parties agree that one (1) representative of the Union executive who is designated to be responsible for grievance presentation at mediation shall be paid for time-off to attend mediation sessions relating to grievance medication settlement.

Negotiating Committee

- 7.07 The Employer acknowledges the right of the employees to select a negotiating committee of up to a maximum of seven (7) representatives including the Local President and will recognize said committee and Ontario Public Service Employees Union representatives for contract negotiating purposes.

7.08 The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining permission from their immediate Supervisor. Permission from the Supervisor shall not be unreasonably withheld.

One (1) Local Vice President will be granted thirty seven and one half (37 ½) hours off per month as prearranged with his/her Supervisor/department without loss of pay to conduct the affairs of the Union and to be available to attend meetings involving Hospital representatives.

7.09 The purpose of the Negotiating Committee shall be to negotiate a renewal of this Collective Agreement. Where the Hospital participates in central bargaining, the purpose of the Negotiating Committee shall be to negotiate local issues as this Collective Agreement. Negotiating Committee Members shall suffer no loss of earnings for time spend during their regular scheduled working hours while attending negotiation meetings with the Hospital up to and including the conciliation stage. The Hospital agrees to reschedule to a working day for members of the Negotiating Committee, any days off which have been scheduled for negotiations.

Employee Relations Committee

7.10 There shall be an Employee Relations Committee comprised of representatives of the Hospital, one of whom shall be the Director of Human Resources or designate, and representatives of the Union, one of whom shall be the Local President, or designate. The number of representatives from each party shall be up to four (4) but may be altered by mutual agreement.

The committee shall meet monthly unless otherwise agreed. Meetings can be cancelled, where there are no issues for the agenda. The duties of Chairperson and Secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to the Committee members. Approved and signed Minutes will be posted on the bulletin boards. The purpose of the Committee includes:

- 1) Promoting and providing effective and meaningful communication of information and ideas on matters of concern within the workplace, including the quality and quantity of patient/client care and service.
- 2) Dealing with complaints.
- 3) Discussing and reviewing matters relating to orientation and in-service programs that are not part of the grievance process.

The following provision applies to any reorganization or restructuring which occurs on or after the date of ratification by both parties. In the event of reorganization or restructuring of the Hospital, which will have potential adverse effects upon employees in the bargaining unit, the parties agree that they will discuss possible ways and means of avoiding or minimizing the impact, including:

- (i) Identifying and proposing possible alternatives to any action that the Hospital may propose taking;
- (ii) Identifying vacant positions within the Hospital for which surplus members of the bargaining unit might qualify, and seeking ways to address on-the-job retraining needs of employees subject to the Job Posting provision of the Collective Agreement.

7.11 To allow the Labour Management Committee meeting to carry out its mandated role under this Article, the Hospital will provide the Committee, with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

The Hospital agrees to pay for time spent during regular working hours for representatives of the Union to attend such meetings where the meeting is with the Employer.

Pay for Members of Central Negotiating Committee

7.12 In the event that the Hospital and Union agree to participate in Central Negotiations carried on jointly with other Ontario Hospitals, it is agreed that the Union Negotiating Committee members up to a maximum of two (2) shall be paid for time lost from their normal straight time working hours at their regular rate of pay without loss of leave credits for attending Central Negotiating meetings with the Hospital Central Negotiating Committee in direct negotiations prior to conciliation. Once conciliation is invoked, Union members of the Central Negotiating Committee shall receive unpaid time-off for purposes of carrying on these negotiations effective the date the conciliator convenes his first meeting with the parties and until such time as an Agreement is concluded.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible. The parties agree, at the earliest stage of the grievance procedure, either party upon request is entitled to receive from the other, full disclosure. Employees have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. Where the Hospital deems it necessary to suspend, discipline or

discharge an employee, the Hospital shall notify the Union, in writing, of such suspension or discharge.

8.02 For the purpose 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, applications, administration, and alleged violation of the Agreement or whether a matter is arbitrable.

8.03 It is understood that an employee has no grievance until she has first given her Department Head the opportunity of adjusting her complaint. Such complaint shall be discussed with her Department Head within fourteen (14) 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, failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following her Department Head's decision in the following manner and sequence:

Step No. 1

The employee must submit the grievance in writing signed by her to her Department Head and may be accompanied, if she so desires, by her Union steward. The grievance shall identify the nature of the grievance, the remedy sought, and the provisions of the Agreement which are alleged to have been violated. The Department supervisor will deliver her decision in writing within seven (7) calendar days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within seven (7) calendar days following the decision in the immediately preceding step, the grievance may be submitted in writing to the Director of Human Resources Officer or designate of the Hospital. A meeting will then be held between the Director of Human Resources Officer or designate and Unit Manager and the grievor, steward and Union staff representative within seven (7) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is further understood that either party may have such reasonable assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within seven (7) calendar days following the date of such meeting.

8.04 **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. 2 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 she could have instituted herself 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.

8.05 **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 her 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. 1 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.06 **Discharge Grievance**

A claim by an employee that she 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. 2 within seven (7) calendar days after the date of discharge is effected.

8.07 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. 2 is given, the grievance shall be deemed to have been abandoned.

8.08 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).

8.09 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 Ministry 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 (2) 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.

8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless the parties agree to a mediator/arbitrator.

- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by mutual parties.
- 8.12 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.
- 8.13 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.
- 8.14 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.
- 8.15 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.
- 8.16 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.
- 8.17 Each employee shall have reasonable access to her file for the purpose 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 her request. The Employer agrees that letters of discipline will only be kept on file in the employee's official Personnel record.
- 8.18 Any letter of reprimand or suspension or other sanction, except for such disciplinary documents related to professional client practice, shall be removed from the record of the fifteen (15) months following the receipt by the employee of such letter, suspension or other sanction provided that the employee's record has been discipline-free for fifteen (15) months.

ARTICLE 9 - BULLETIN BOARD

- 9.01 The Hospital will provide a bulletin board within each department for the exclusive use of the Union. All material posted must be initialed by the Director of Human Resources or designate. The parties agree that such bulletin boards will not be used for the purpose of job postings.

The parties agree that there shall be eight (8) posting boards to be used for the purpose of job postings at the Met and Ouellette campus. These boards shall be located at the following locations:

- 1) Human Resources (Met and Ouellette campus)
- 2) Cancer Centre
- 3) Met Diagnostic Imaging
- 4) Met Laboratory
- 5) Ouellette Campus Laboratory
- 6) Ouellette Campus ground floor
- 7) Pharmacy Ouellette

ARTICLE 10 - FILLING OF VACANCIES AND JOB POSTING

- 10.01 Prior to making a promotion or filling a new position or vacancy within the bargaining unit, the Employer shall inform the President (or designate) of the Union of the position being posted. The notice to the Union will include the position and reason for the posting (i.e. new position or vacancy of a current position), the member's name and reason for vacancy.

The Employer will then post on the bulletin boards a notice of the position stating the location, title, description, and salary range, hours of work, and whether the position is full-time or part-time. In addition, the posting will provide some indication of the number of hours the job requires. This should not be construed as any guarantee of hours of work, or in any way a limitation on the Employer's right to increase or decrease the hours of work as required.

Such notice shall be posted for seven (7) calendar days in order that all members of the bargaining unit will know that the position is open and will be able to make written application to the Human Resources Department. Where there is more than one application for a position and where qualifications, competence and skill are relatively equal, seniority shall be the deciding factor. The Hospital shall post and send to the Union notification of the successful applicant.

An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from the date of the selection unless the vacancy would create a change of status or classification.

- 10.02 Upon promotion to a higher classification an employee within the bargaining unit shall be paid at an increment level in the new classification which will result in a higher salary rate than the employee had received prior to such promotion and shall retain the same anniversary date for determining entitlement to future salary increments.

An employee promoted to a higher classification shall be entitled to a trial period in the new position of sixty (60) working days and if at the expiration that period he is found by the Employer to be unsuitable or if the employee does not wish to continue in the new position, he shall be entitled to return to his former position without loss of pay, seniority or other benefits, displacing any member of the bargaining unit who has filled that position during such trial period.

- 10.03 An employee who accepts a position within the same classification within the bargaining unit shall be entitled to a trial period in the new position of thirty (30) working days and if at the expiration of that period he is found by the Employer to be unsuitable or if the employee does not wish to continue in the new position, he shall be entitled to return to his former position without loss of pay, seniority or other benefits, displacing any member of the bargaining unit who has filled that position during such trial period. The trial period may be extended by mutual agreement for a further period of thirty (30) working days.
- 10.04 An employee who accepts a position in a lower classification within the bargaining unit shall be entitled to a trial period in the new position of sixty (60) working days and if at the expiration of that period he is found by the Employer to be unsuitable or if the employee does not wish to continue in the new position, he shall be entitled to return to his former position without loss of pay, seniority, or other benefits, displacing any member of the bargaining unit who has filled that position during such trail period. The employee shall be placed at the same incremental step on the wage grid of the new lower classification as was held in the previous classification.
- 10.05 For the purpose of job postings only, the hours of work on the seniority list for part-time and casual employees will be updated to the end of the pay period immediately prior to the date of the job posting.
- 10.06 **Transfer File**
- (a) The Hospital will establish and maintain an employee transfer file for persons on vacation, off sick due to illness or injury, or persons on an approved leave of absence. Whenever job postings occur, the Hospital shall consider said employees provided that they have completed (and submitted) a transfer request form indicating their interest in transferring from their present job.
 - (b) The request for transfer will indicate: the employee's name, qualifications, experience, present area of assignment, seniority and requested area(s) of assignment. A request for transfer shall become active as of the date and time it is received by the Hospital and shall remain active only until the employee returns to work.
 - (c) The requests for transfer will be considered as application for posted vacancies. Employees will also be eligible for consideration when such employees have applied, in writing, for the posted opening within the posted period.
- 10.07 It is understood that an employee who is the successful applicant to a job posting pursuant to this Article will have forty-eight (48) hours to accept such offer. If the second successful declines the position, the process will continue subject to the terms of this Article.

10.08

Temporary Vacancies

- (a) Temporary vacancies created by full-time employees being on maternity leave, parental/adoption leave, illness or injury or approved leave of absence exceeding four (4) months will be filled as per the above provisions in Article 10.01 to 10.07. Temporary vacancies not exceeding four (4) months will be filled as follows:
 - (i) A regular part-time employee who has completed the probationary period will be given preference on a rotational basis in accordance with qualifications and ability to fill the position.
 - (ii) If a regular part-time employee is not available to fill the position, the Manager will evaluate the possibility/feasibility of dividing the hours of the temporary vacancy amongst the remaining part-time within the department/unit program.
 - (iii) If the position cannot be filled under sections (i) and (ii) above, then casual employees will be offered the position in accordance with qualifications and ability to fill the position.
 - (iv) if the position cannot be filled under sections (i), (ii) and (iii) above, then the Hospital may fill that position as it sees fit.

- (b) Temporary vacancies created by part-time employees being on maternity leave, parental/adoption leave, illness or injury or approved leave of absence exceeding four (4) months will be filled as per the above provisions in Article 10.01 to 10.07. Temporary vacancies not exceeding four (4) months will be filled as follows:
 - (i) If a regular part-time employee is not available to fill the position, the Manager will evaluate the possibility/feasibility of dividing the hours of the temporary vacancy amongst the remaining part-time within the department/unit program.
 - (ii) If the position cannot be filled under sections (i) above, then casual employees will be offered the position in accordance with qualifications and ability to fill the position.
 - (iii) If the position cannot be filled under sections (i) and (ii) above, then the Hospital may fill that position as it sees fit.

- (c) Once the temporary vacancy ceases, the employee shall be returned to her former position. If a person hired under this Article fills the temporary vacancy, the release of such person shall not be the subject of a grievance or arbitration.

- (d) An employee who is offered and accepts a temporary vacancy must complete such vacancy prior to being considered for a new temporary vacancy unless

such new temporary vacancy begins after the end of the current temporary vacancy position or the new temporary vacancy would allow permanent employees to change status (ie. part-time to full-time).

Temporary Employee Seniority

- (e) The Hospital agrees that for the purpose of this agreement, temporary employees shall become members of the bargaining unit if continuously employed beyond the end date of the temporary contract/assignment. Such temporary contract/assignment end date may be extended by mutual agreement between the Hospital and the Union.
- (f) Temporary contract positions are those positions that are not created by a vacancy of a current employee, but by the desire of the Employer to hire on a short-time basis for specific assignments. The Employer agrees to notify the Union of the nature of the work being performed by the temporary contract employee and the anticipated length of time the temporary contract employee will be employed by the Employer.

Temporary contract employees will be employed for a specific term not to exceed six (6) months. When the term needs to be extended beyond the original employment period, the Employer will notify the Union and obtain approval from the Union for the extension. Such approval shall not be unreasonably withheld.

Employees hired by the Employer under this Article shall not accumulate seniority, nor are members of the bargaining unit but shall pay union dues. Temporary contract employees hired under this provision shall be terminated at the end of their employment as specified above.

ARTICLE 11 – SENIORITY

11.01 Probationary Period

Until an employee has completed a probationary period of sixty (60) working days from date of hire or (four hundred and fifty (450) hours worked for casual or part-time employees) they shall be considered to be a probationary employee having no seniority rights. With the written consent of the Hospital the probationary period may be extended. It is understood and agreed that any extensions to the probationary period will not exceed an additional sixty (60) working days (four hundred and fifty (450) hours worked for part-time employees) or lesser period as may be agreed by the parties.

Newly hired employees shall be considered on probation. If retained after the probationary period, the employees shall be credited with seniority from the date of last hire.

During the probationary period, the Employer will assess the performance, abilities and suitability of the newly hired Employee. Where the Employer has concerns regarding the performance, abilities and suitability of the employee, those will be shared with the employee. Where the Employer conducted that the newly hired employee cannot demonstrate the appropriate performance, or lacks the abilities or suitability necessary, then the Employer's assessment constitutes just cause for dismissal. In addition, culpable behavior during the probationary period will constitute just case for dismissal. The release of a probationary employee shall not be subject of a grievance unless the termination is discriminatory, arbitrary or in bad faith.

11.02 **Seniority Cancellation**

An employee's seniority shall be cancelled and his employment shall be terminated for any of the following reasons:

- (a) if the employee quits;
- (b) if the employee is discharged and his discharge is not reversed through to the grievance procedure;
- (c) if the employee has been laid off and fails to accept recall to a position with the Employer in their former classification and status;
- (d) if the employee has been laid off and fails to indicate his intention to return to work within five (5) days and to return within fourteen (14) days after he has been notified by the Hospital to do so through registered mail addressed to the last address on record at the Hospital;
- (e) if the employee is absent from work for more than three (3) consecutive working days without providing a reason satisfactory to the Hospital for such absence;
- (f) if the employee overstays a leave of absence granted by the Hospital without providing a reason satisfactory to the Hospital;
- (g) if the employee has been laid off for a period in excess thirty (30) months without being recalled to work by the Hospital;
- (h) if the employee retires;
- (i) if the employee is absent due to illness or injury for a period in excess of thirty (30) months. This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*. The Employer agrees to meet with the Union prior to the termination of an employee pursuant to this article to discuss other options.

- (j) if the employee as a condition of employment fails to pass professional society exams which lead to professional registration or certification requirements. This shall not adversely affect any employee hired prior to October 23rd, 1990.
- 11.03 (a) "Continuous service" is defined as the length of continuous employment with the Employer since the last date of hire.
- (b) "Seniority" is defined as the length of continuous employment within the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union subject to provisions in the applicable collective agreement where seniority does not or did not accrue.
 - (c) Provided employees have completed their probationary period, as provided in Article 11.01, employee's seniority shall be based on the following:
 - (i) a part-time and casual employee shall accumulate seniority based on paid hours provided, however, that no part-time or casual employee shall accumulate more than nineteen hundred and fifty (1950) hours of seniority in any calendar year. For the purpose of wage grid movement no part-time employee may advance more than one (1) time in a calendar year.
 - (ii) Full-time employees will advance on the wage schedule in Appendix A following the accumulation of an additional year of seniority. Effective with the ratification of this collective agreement part-time and casual employees will advance on the wage grid following the completion of one thousand and six hundred and fifty (1650) paid hours.
 - (iii) The Employer shall provide to an employee whose status changes (i.e. full-time, part-time, & casual), a letter outlining the seniority calculation used to determine the employee's seniority in his/her classification as a result of the change in status.
 - (iv) Seniority shall continue to accumulate during any paid leave and for the first ninety (90) days of any voluntary unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority he had when he completed the first ninety (90) day period of unpaid leave.
 - (v) It is understood that during pregnancy leave or parental/adoption leave seniority shall continue to accrue. Part-time employees will accrue seniority based upon the average of hours paid on the previous twelve (12) months, prior to the first day of leave.
 - (vi) It is understood that seniority shall accrue during periods of unbroken employment including a period of thirty (30) months from the commencement of of an absence due to compensable injury and the

employee is receiving Worker's Compensation payments and a period of twelve (12) months from the commencement of an absence due to non-compensable injury, illness or lay-off.

- (vii) The purpose of calculating seniority accrual for regular part-time employees fro the periods above, seniority shall be pro-rated using the hours of worked during the twelve (12) month period prior to the commencement of the leave.

11.04 **Lay-offs and Recall**

When it becomes necessary to increase or reduce the working force, then, where qualifications between employees are relatively equal, the following procedures shall apply:

- (a) In the event of a proposed lay-off at the Hospital of a permanent or long-term nature (in excess of thirteen (13) weeks) the Hospital will:
 - (i) provide the Union with no less than five (5) months of notice in writing of such lay-off; and
 - (ii) provide affected employees with no less than three (3) months of notice in writing of such lay-off, or pay in lieu thereof.
- (b) The Hospital agrees to meet the Union within thirty (30) days of notice being received by the Union to review the following:
 - (i) The reasons causing the lay-off;
 - (ii) The service which the Hospital will undertake after the lay-off;
 - (iii) The method of implementation including areas of cut-back and employees to be laid off.

Any agreement between the Hospital and the Union concerning the method of implementation of a lay-off shall take precedence over the terms of this article.

11.05 **Lay-offs**

- (a) In the event of a lay-off, the Hospital shall lay-off 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.
- (b) A full-time employee who is subject to lay-off shall have the right to either:
 - (i) Accept the lay-off and be placed on a recall list for the period in accordance with 11.02 (g), or

- (ii) Displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit, provided the employee subject to lay-off is qualified to perform the duties of the lower or identical classification. Such employee so displaced shall have the same rights to the provisions above.

An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated displacement.

- (iii) In the event that no full-time job is available, a full-time employee may displace a part-time employee on the same basis in (b) above.

- (c) A part-time employee who is subject to lay-off shall have the right to either:

- (i) accept the lay-off, and be placed on a recall list for the period in accordance with 11.02 (g), or

- (ii) displace a part-time employee who has lesser bargaining unit seniority and is the least senior part-time employee in a lower or identical paying classification in the bargaining unit, provided the employee subject to lay-off is qualified to perform the duties of the lower or identical classification. Such employee so displaced shall have the same rights to the provisions above.

An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated displacement.

- (iii) A part-time employee will not be entitled to displace a full-time employee.

- (d) 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.

- (e) Employees, while on lay-off, shall not accrue vacation pay.

11.06

Notice of Recall

Where an employee meets one of the following criteria, the following will apply:

(a) **Definition of Lay-Off**

An employee will be considered laid off and have recall rights as per the Collective agreement if,

- (i) A full-time employee displaces into a lower wage rate
 - (ii) A full-time employee displaces into a part-time position
 - (iii) A full-time employee does not retain a regular full-time position
 - (iv) A part-time employee displaces into a lower wage rate
 - (v) A part-time employee does not retain a regular part-time position
- (b) (i) A full-time employee who has been laid off shall have opportunity for recall from lay-off in order of seniority to an available full-time or part-time opening if the position has not been filled as per Article 10 of the Collective Agreement provided he has the qualifications and ability to perform the work. The regular full-time employee who accepts a recall to a temporary position, a lower paid classification or to a regular part-time position shall retain his/her recall rights to a regular full-time position in their previous classification and Schedule in accordance with this Article.
- (ii) A part-time employee shall have the opportunity for recall from lay-off in order of seniority to an available part-time opening, if the position has not been filled as per Article 10 of the Collective Agreement, provided he has the qualifications and ability to perform the work. The regular part-time employee who accepts a recall to a temporary position, or a lower paid classification shall retain his/her recall rights to a regular part-time position in their previous classification and Schedule in accordance with this Article.
- (iii) An employee who is recalled shall be credited with the seniority he had at the time of the lay-off.
- (c) No new employee 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 provisions, or have been found unable to perform the work available.
- (d) The Hospital shall notify the employee of posting or 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 (5th) day following the date of mailing). The notification shall state the job being posted or 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. If the

employee declines a recall opportunity to a job in their former classification and status regardless of Wage Schedule, then recall rights have been fulfilled by the Employer and the employee shall have no further recall rights.

- (e) The employee recalled and reinstated to his former classification shall receive the appropriate rate of pay for that classification at the time of recall. Any employee recalled and reinstated to any other position will receive the appropriate rate of pay for such position at the time of recall.
- (f) The Hospital and the Union recognize their joint responsibility and commitment to cooperate and participate in any government funded programs available to assist employees affected by a lay-off.
- (g) For the purpose of Article 11.02 (g), the thirty (30) month period will be re-established in situations where a laid off employee is recalled, returns to work in a temporary position and where such temporary position ends.

11.07

Early Retirement Incentive and Voluntary Severance Payments

The following applies to all Employees:

- (a) Before issuing notice of long term lay-off to employees pursuant to Article 11.04 and following notice to the Union pursuant to Article 11.04 (a) (i) and (b), the Hospital will make offers of early retirement allowance in accordance with the following conditions:
 - (i) The Hospital will first make offers in order of seniority in the department(s) and in classifications where lay-offs would otherwise occur. The Hospital will offer the same number of early retirements as the number of lay-offs it would otherwise make.
 - (ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the Hospital pension plan).
 - (iii) If no employees on the unit affected accept the offer, the Hospital will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
 - (iv) The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

- (b) If after making offers of early retirement, individual lay-off notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:
- (i) The Hospital will first make offers in the classifications within department(s) where lay-offs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
 - (ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
 - (iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employee remaining is not qualified to perform the available work.
 - (iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive following completion of the last day of work, a separation allowance of two (2) week's salary for each year of service, to a maximum of fifty-two (52) week's pay.

- (c) Where an employee has received individual notice of long term lay-off under Article 11.04 (b) (i) such employee may resign and receive a separation allowance as follows:
- (i) Where an employee resigns effective within thirty (30) days after receiving individual notice of long term lay-off, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000.00).
 - (ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term lay-off, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1250.00).

Temporary Service Reduction**Service Shutdown (Christmas, March Break, Summer)**

- (a) When the Hospital intends to reduce services in whole or part for up to two (2) consecutive weeks at a time, example, over Christmas, March Break, summer shutdown, the Union shall be provided with written notification as far in advance as possible. Such notification shall be no less than eight (8) weeks prior the effective date of the shutdown. In addition, employees in their respective departments will be informed of the staffing implications so they may schedule vacation, take an unpaid leave of absence, lieu time or banked stat holidays.
- (b) Temporary service reductions will not be considered a lay-off for the purpose of exercising bumping rights. However, the Hospital will make every reasonable effort to ensure that those who wish to continue working will be afforded such an opportunity. If an employee is required to accept an unpaid leave of absence during a temporary service reduction, a record of employment indicating a "shortage of work" will be provided in accordance with the *Employment Standards Act, 1995*.

Other Temporary Service Reductions due to work shortage

- (a) An employee who is subject to lay-off for a period greater than thirteen (13) weeks shall have the following entitlements:
 - (i) accept the lay-off and be placed on a recall list for the duration of the temporary lay-off. During this period of lay-off the employee may elect to receive payment of some or all of his/her earned vacation credits up to a maximum of the period of the lay-off. It is understood that his/her vacation bank and entitlement will be appropriately reduced for that vacation year; or
 - (ii) displace an employee within his or her classification and status who has lesser bargaining unit seniority and who is the least senior employee within his or her classification, if the employee originally subject to lay-off can perform the duties of the last senior in his or her classifications or her discipline with no further training other than orientation; or
 - (iii) if the employee cannot displace an employee in (b), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in his or her discipline or status, if the employee originally subject to lay-off can perform the duties of the least senior employee in a lower or identical paying classification in his or her discipline with no further training other than orientation.

11.09 **Transfers and Seniority outside the Bargaining Unit**

- (a) An employee presently in the bargaining unit represented by the Union, who elects to transfer to a Non-Union position with the Hospital, outside of the bargaining unit, shall maintain her seniority earned while a member of the bargaining unit, and shall also be credited with full seniority acquired during the time she was employed outside the bargaining unit providing such position outside the bargaining unit does not extend for a period of time in excess of twelve (12) calendar months in the non-bargaining unit position. Upon agreement by the Union, this leave may be extended by a further six (6) months.
- (b) If an employee accepts a regular appointment outside the bargaining unit, he shall not retain seniority within the bargaining unit.

11.10 **Seniority List**

A separate seniority list for full-time, part-time and casual employees shall be submitted to the Union and posted on the bulletin boards in the months of December and June in each year. The seniority lists shall show each employee's date of hire with the Employer, name, and classification, seniority date for full-time employees and seniority hours for part-time and casual employees.

Should two (2) employees have the same number of hours for seniority purposes and it becomes necessary to break the tie, the determining factor shall be the last three (3) digits of the employee's social insurance number with the employee having the higher number being considered the most senior.

11.11 **Temporary Upgrading/Responsibility Pay**

- (a) Where an employee is assigned temporarily to perform the duties and assumes the responsibilities of a higher paying classification in or out of the bargaining unit, for one (1) full shift or more, he shall be paid fifteen dollars (\$15.00) per day for the duration of the assignment. Such temporary assignments will be assigned by seniority of those interested and who are qualified to perform the work and are available for that shift.
- (b) In the event an employee is requested to perform some of the management functions of a Supervisor, for a period in excess of **one (1)** working day but not to exceed thirty (30) working days, she shall be paid in accordance with (a) above.

The parties agree that the above time frame may be extended by mutual agreement between the Local Union and the Hospital. It is further agreed that under this clause the employee shall not be responsible for imposing discipline on another member of the bargaining unit.

ARTICLE 12 - TECHNOLOGICAL CHANGES

- 12.01 (a) Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee in the bargaining unit, the Employer agrees to meet with the Union sixty (60) days prior to implementation of such change or changes and agrees to pay for the necessary retraining or upgrading of the employee affected by the change. Where documentation such as policy changes which significantly impact on the members of the bargaining unit is being distributed to Department Heads, the Employer will provide a copy to the Union President.

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 (1) 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.

- (b) Where the Employer alters an employee's job description in the bargaining unit, the Employer agrees at the earliest reasonable time to notify the employee of such change or changes. If requested by the affected employee(s), the Employer will meet to discuss the effect of such changes and the employee(s) at their option may have a Union Representative present. Upon request, the Employer will provide the Union President with a copy of any bargaining unit job description.
- (c) Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given an appropriate period of training, with due consideration being given to the employee's 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 rates 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. When needed, the employee and manager/or designate will meet periodically to review the training progress.

ARTICLE 13 - SICK LEAVE

- 13.01 The Union acknowledges that employees have a responsibility to be at work at all scheduled times. At the same time, the Hospital recognizes that unavoidable absences due to illness or injury may occur and therefore a degree of income protection is set out in the provisions of this Article.

Sick Leave for Full-Time Employees

- 13.02 (a) Effective the first of the month following the date that this Agreement is ratified by both the Union and the Hospital, the Hospital will assume total responsibility for providing and funding a short term sick leave plan for full-time employees at least equivalent to that described in the most current Hospitals of Ontario Disability Income Plan (HOODIP 1992) brochure.

The Employer will pay seventy-five (75) percent of the billed premium towards coverage of eligible full-time employees under the long term disability portion of the Plan (HOODIP 1992 or equivalent plan). The Employee will pay the balance of the bill premium through payroll deductions. For the purpose of transfer to the short-term portion of the disability program, full-time employees on the payroll as of the effective date of transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, full-time employees on the active payroll as of the effective date of transfer with one (1) year or more of service shall be deemed to have one (1) year of service.

On the effective date of the above plan, all existing sick leave plans for full-time employees shall be terminated.

- (b) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the full-time employee on the effective date of transfer to the Plan set out in 13.02 (a). The "sick leave bank" shall be utilized to:

- (i) supplement payment for sick leave days under the Plan set out in 13.02 (a) which would otherwise be at less than full wages, and;
- (ii) full-time employees shall be entitled to a payout of the "sick leave bank" on termination of her/his employment or in the case of death, the full-time employee's estate. The amount of the payout shall be a cash settlement at the employee's then current salary rate for any unused sick credits to the maximum as provided below:

Two (2) years' continuous service	-	25%
Three (3) years' continuous service	-	33%
Four (4) years' continuous service	-	40%
Five (5) years' continuous service	-	50%

plus

One-hundred percent (100%) of all unused sick leave credits accumulated prior to September 1st, 1974. Provided, however, that the total cash settlement paid on termination of employment shall in no case exceed the equivalent of seventy-five (75) days' pay.

- (iii) Where, as of the date outlined in 13.02(a), a full-time employee does not have the required service to qualify for payout on termination, her/his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and the full-time employee shall be entitled to the same cash out provisions as provided in paragraph (ii) above provided that the full-time employee subsequently achieves the necessary service to qualify for payout as set out in paragraph (ii).

Sick Leave for Part-Time Employees

13.03 (a) Effective the first of the month following the date that this Agreement is ratified by both the Union and the Hospital all existing sick leave plans for part-time employees shall be terminated.

(b) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the part-time employee on the effective date as in 13.03 (a). A part-time employee shall be entitled to a payout of the "sick leave bank" on termination of her/his employment or in the case of death, the part-time employee's estate. The amount of the payout shall be a cash settlement at the employee's then current salary rate for any unused sick credits to the maximum as provided below:

Two (2) years' continuous service	-	25%
Three (3) years' continuous service	-	33%
Four (4) years' continuous service	-	40%
Five (5) years' continuous service	-	50%

plus

One hundred percent (100%) of all unused sick leave credits accumulated prior to September 1st, 1974. Provided, however, that the total cash settlement paid on termination of employment shall in no case exceed the equivalent of seventy-five (75) days' pay.

(c) Where, as of the date outlined in 13.03 (a), a part-time employee does not have the required service to qualify for payout on termination, her/his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and the part time employee shall be entitled to the same cash out provisions as provided in 13.03 (b) above provided that the part-time employee subsequently achieves the necessary service to qualify for payout as set out in 13.03 (b).

13.04 (a) No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the sixth (6th) and subsequent period(s) of absence in the same fiscal year.

(b) **Doctor Certificate**

The Employer shall have the right to demand production of a medical certificate when an employee has been absent from duty due to illness or injury for three (3) days or more and on the fourth (4th) separate occasion of one (1) day or more duration in a calendar year. Such medical certificate shall indicate the first and last day of illness and that the employee is fit to resume work, and when such medical certificate is demanded and not produced by the employee, the Employer shall not be required to pay the employee wages for any time away from work. It is understood and agreed that any demand for production of a medical certificate shall be made by the Manager or in his absence, a person acting on his behalf of the Employer. The Employer shall bear the total cost of all medical certificates required upon the production of a valid receipt. Any cost associated with obtaining a medical receipt (i.e. mileage etc.) will not be subject to reimbursement. The Employer shall have the right to demand production of a medical certificate in a form satisfactory to the Employer.

Medical and Dental Appointments

13.05 It is understood and agreed that employees will make every reasonable effort to schedule medical and dental appointments at times when they are otherwise not scheduled for work. When this is not possible, employees will schedule such appointments at a mutually agreeable time in a manner such as to minimize the disruption to their normal work schedule. Employees may utilize lieu time, vacation time or unpaid leave for this purpose. Such appointments will not be unreasonably denied.

13.06 **Workplace Safety and Insurance Act Illness or Injury**

- (a) Absence due to illness or injury, compensable by the Workplace Safety & Insurance Board, shall not be charged against sick leave credits or entitlements.
- (b) A full-time employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim from Workers' Compensation for a period longer than one (1) complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit she would receive from Worker's Compensation if her claim was approved or the benefit for which she would be entitled under the short term sick portion of the disability income plan (HOODIP or equivalent plan). Payment will be provided only if the full-time employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workplace Safety Insurance Board. If the claim for Workers Compensation is not approved, the Hospital shall provide to the employee suitable modified work in accordance with the work restrictions as outlined in the evidence of disability. All parties acknowledge and understand the obligation to cooperate in an early and safe return to work plan. Any monies paid as an advance will be applied towards the benefits to

which the full-time employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

The above provision will also apply to those part-time employees who are absent from work as a result of an illness or injury sustained at work and who are awaiting approval of a claim from Workers' Compensation and who have an existing sick leave bank. The maximum amount of monies paid as an advance will be those which are equivalent in value to the employee's remaining sick leave credits.

Leave of Absence without Pay Due to Illness

- 13.07 Leave of absence without pay may, at the discretion of the Hospital, be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. Such leave of absence must be applied for in writing to the employee's Department Head.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Personal Reasons

It is mutually agreed that the Hospital may grant leaves of absence without pay for legitimate personal reasons to employees covered by this Agreement. A leave of absence for legitimate personal reasons Union business shall be applied for in writing by the employee to the Unit Manager his or her Department Head at least two (2) weeks prior to the contemplated commencement of the leave of absence. The requirement of the two (2) week notice may be waived when, in the opinion of the Hospital, such notice is not given due to circumstances beyond the control of the employee applying for the leave of absence. The application shall clearly state the reason for the leave of absence and the contemplated length of time during which the employee will be away from her work. It is understood that while an employee is on a leave of absence, she shall not engage in gainful employment unless mutually agreed otherwise. A leave of absence for legitimate personal reasons shall not exceed the period of three (3) months. The three (3) month period may be extended if mutually agreed upon. Individuals who are denied a leave of absence may request to meet with the Director of Human Resources or designate in order to obtain the reasons for the denial of the leave of absence. Such meeting will be held within ten (10) days of the meeting request.

Union Leave**(a) (i) Local Union Business**

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, providing suitable replacement can be obtained. The Hospital will make every reasonable effort to obtain a suitable replacement. The total leave of absence shall not exceed twenty (20) scheduled working days per person, per year. Not more than five (5) employees shall be eligible for such a leave of absence at one time, and of any such five (5) employees, not more than one (1) shall be from any one (1) work unit of the Hospital.

- (ii) A request for leave of absence shall be made by the employee or Union representative, in writing, not less than two (2) weeks prior to the commencement of such leave.

(b) Union Position Leave – Full-Time

When an employee is elected as the Union's President or First Vice-President (Provincially) or is elected as the Local President, the Union will immediately following such election advise the Employer of the name of the employee so elected. Leave of absence without pay shall be granted from the employee's place of employment for the duration of the current term of office. The Union and the Employer agree to meet at the earliest opportunity to negotiate provisions for the continuous of appropriate benefits.

- (c) When an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, or a member of Medical Division Executive, such an individual shall be granted leave of absence for the time-off required to exercise the duties of such an appointment. Individuals requesting such leave of absence, are to provide the Employer with one (1) months' written notice except in extenuating circumstances. Such position shall be limited to one (1) member from the Hospital.
- (d) The Hospital will grant a leave of absence to an employee without pay or benefits for a period not to exceed one (1) year for the purpose of accepting a temporary full-time position with the Union. Application for such leave must be made at least one (1) month prior to the commencement of the leave. No more than one (1) employee shall be absent on such leave at any one time. During such absence, the Hospital may fill the vacancy with a temporary employee or in such other manner as the Hospital shall deem fit.
- (e) For leaves of absence without pay for Union business specified under Articles (a) and (c) above, the employee's salary and applicable benefits will be maintained by the Hospital and the Union will reimburse the Hospital for costs of salary and benefits. The Hospital will bill the Union and the Union will

reimburse the Hospital within a reasonable period of time. In addition, there shall be no loss of seniority during such leave of absence.

14.03

Pregnancy Leave

Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

- (a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of her delivery, shall be entitled to a pregnancy leave of up to seventeen (17) weeks in duration.

The employee shall give written notice at least two (2) weeks prior to the date upon which she intends to commence the pregnancy leave, and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If special circumstances arise out of the pregnancy and it is not possible to meet the obligation for notice, such notice as referred to above must be provided within two (2) weeks of stopping work.

An employee may begin her pregnancy leave no earlier than seventeen (17) weeks before the expected birth date. The pregnancy leave continues for seventeen (17) weeks after it began. The employee may end the leave by giving at least four (4) weeks written notice of the day she intends to resign.

- (b) An employee on pregnancy leave as provided under this agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act* shall apply for and be paid a Supplemental Employment Benefit. Effective the first of the month following ratification of this agreement by both the Union and the Hospital, the benefit will be equivalent to the difference between eighty-four per cent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period (effective December 3rd, 2017 one (1) week waiting period), and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment 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. The employee does not have any vested right except to receive payments for the covered employment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

(c) **Parental Leave**

An employee who has been employed for at least thirteen (13) weeks is eligible for parental leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own.

Such leave must commence within thirty-five (35) weeks of the day the child was born, or becomes into custody, care and control of the employee for the first time.

Effective December 3rd, 2017 parental leave must begin no later than seventy-eight (78) weeks after the date the baby is born or the date their child first came into care, custody and control.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent by that time. An employee must give at least two (2) weeks' notice of the date that the parental leave is to begin. Where the child comes into the custody, care and control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided within two (2) weeks of stopping work.

- (d) An employee who commences a parental leave, as provided under this agreement, who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the *Employment Insurance Act* shall be paid a supplemental Employment Benefit which is equivalent to the difference between eighty four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings.

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.

Standard parental benefits of up to thirty-five (35) weeks at fifty-five percent (55%) of the weekly insurable earnings (effective December 3rd, 2017), OR

Extended parental benefits of up to sixty-one (61) weeks at thirty-three percent (33%) of the weekly insurable earnings.

The amount of the supplemental insurance benefits paid for by the Hospital will remain at the difference between the Standard Benefit of the fifty-five percent (55%). If an employee chooses the extended benefit of thirty-three percent (33%), the amount that is paid out by the Hospital will not increase. For clarity, the amount paid out by the Hospital shall not be greater than the amount normally paid out under the Standard Parental Benefit.

The employee does not have any vested right to receive payments for the covered employment period. The Plan provides that payments in receipt of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

- (e) Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks' notice.

Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks' notice.

- (f) Employees will continue to be enrolled in all pension and benefit plans in Article 18 of this agreement unless the employee gives the Hospital written notice that the employee does not intend to pay the employee's contribution, if any, to such benefit plans. The Hospital will continue to contribute its share of any premiums for such benefits while the employee continues absence on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees who choose to pay their portion, if any, of the premium for such benefits plans may make such arrangements with the Hospital as are mutually satisfactory but failing such arrangements, it would be expected that the employee would make such payments by postdated cheques.

- (g) It is agreed that part-time employees in receipt of 'in lieu' of benefits payments shall continue to receive such payments during the period of the pregnancy for a maximum of seventeen (17) weeks and parental leave (for a maximum of ten (10) weeks).

14.04 **Educational Leave**

- (a) The Employer recognizes the desirability of employees in the bargaining unit maintaining and improving their knowledge in their respective areas of practice and for that purpose will give consideration to requests made to their Department Head or Supervisor for leaves of absence for members of the bargaining unit with or without pay to attend educational seminars, courses or conferences. It is acknowledged that this is not an undertaking or guarantee to honour such requests when made but a statement of policy which will be administered at the Employer's sole discretion subject to staffing requirements and financial considerations. Each application for Educational Leave shall be reviewed separately and considered on its own merits.
- (b) Employees who as a condition of employment must meet professional registration or certification requirements will be granted Leaves of Absence with pay in order to write professional society exams leading to such registration or certification.

- (c) Expenses associated with an Employee requested educational leave shall be reimbursed at the sole discretion of the Employer. All requests must be submitted in writing to the Manager prior to the requested leave. All requests by employees for educational leave shall be granted in a fair and equitable manner.
- (d) Where the Employer requires or requests that an employee obtain or retain a license or certification outside the normal requirements for the classification, the necessary time involved as mutually agreed will be treated as paid time at the regular rate of pay.
- (e) 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.
- (f) Where payment is made for wages under any provision of this Article such payments are agreed to be at straight time and will not trigger any premium payments under any other provision of this agreement.

14.05

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 as a witness in a court proceeding in which the Crown is a party, or is required to attend a coroner's inquest in connection with a case concerning the Hospital, the employee shall not lose pay for regularly scheduled working hours missed 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;
- (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; and
- (d) Is in attendance at the proceeding for the majority of the work day or is paid for hours in attendance to a maximum of seven and one-half (7 ½) hours.

Applicable to full-time employees

In addition to the foregoing, where an 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 duty at the Hospital, on her regularly scheduled day off or during her regularly scheduled vacation, the Hospital will attempt to reschedule the employee's regular day off or vacation period, it being

understood that any rescheduling shall not result in the payment of any premium pay. If the Hospital fails to reschedule such employees, the Hospital shall arrange lieu time-off from work for all days the employee would otherwise be off work had it not been for the attendance at a Court or coroner's inquest.

Applicable to part-time employees

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 her regularly scheduled day off, she shall receive regular pay as if she had been scheduled to work that day.

14.06

Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within nine (9) calendar day period commencing four (4) calendar days prior to the day of the funeral for a parent, step parent, spouse, child or spouse's child.

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to three (3) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours within seven (7) calendar day period commencing three (3) calendar days prior to the day of the funeral for a member of his other immediate family.

Immediate family, for the purposes of this section, shall mean sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparent of spouse. An employee shall be granted one (1) day bereavement leave without loss of regular earnings to attend the funeral of, or a memorial service (or equivalent) for her or his aunt, uncle, niece or nephew.

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted a bereavement of one (1) working day without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period commencing three (3) calendar days prior to the date of the funeral for the following family members; uncle, aunt, niece, nephew.

If a burial or memorial service is not held within the seven (7) or nine (9) calendar day period referenced above, an employee can utilize one (1) day of their entitlement, as determined above, within six (6) months following the date of bereavement for the purpose of attending such burial or memorial service.

A part-time employee shall receive credit for his seniority and service for such leave. For clarity, such credit shall only apply to bereavement leave with pay. A request for bereavement leave of absence shall be in writing on the form to be supplied by the Hospital, but because of the nature of the said bereavement leave of absence, such form may be completed by the employee after she returns to work.

In order to qualify for the foregoing bereavement leave of absence an employee may be required to supply proof of death by way of a doctor's certificate, death certificate or other evidence satisfactory to the Director of Human Resources.

In the event of the death of an employee's immediate family which occurs outside of the North American continent, the employee shall be entitled to the three (3) days leave of absence with three (3) days' pay. Should the employee choose to travel to the country where the death occurred, she must do so within two (2) weeks from the date of death.

Spouse, for the purposes of bereavement leave, will include a partner of the same sex.

Requests for additional leave of absence for the purpose of bereavement shall not be unreasonably denied.

In addition to the foregoing, if any employee is the only person available to make necessary funeral arrangements for any relative, the provisions of the above clauses shall apply.

In the event that a death of an employee's family as above occurs during an employee's scheduled vacation period, the leave shall be considered as bereavement leave. Any day(s) of vacation, which would otherwise have been provided, will then be rescheduled at a time mutually acceptable to the Employer and the employee. In scheduling such alternate time, the affected employee will not have the right to displace another employee who has already had their vacation scheduled approved.

14.07 **Leave of Absence - Vacation Credits**

Vacation credits will not accrue during leave of absence without pay, except for leave of absence on Union business for one (1) month or less.

14.08 **Prepaid Leave**

The Hospital agrees to continue a prepaid leave program, funded solely by the employee, subject to the following terms and conditions and any amendments thereto:

- (a) The plan is available to employees wishing to defer a portion of their salary according to one of the following schedules, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801:

- (i) Three (3) years deferral of up to twenty-five (25) percent of annual salary followed by one (1) year leave of absence; or
 - (ii) Four (4) years deferral of up to twenty (20) percent of annual salary followed by one (1) year leave of absence;
- (b) The employee must make written application to the appropriate Department Head at least six (6) months prior to the intended commencement date of the program (i.e. salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall not exceed one (1) per department. However, consideration shall be given to more than one (1) employee taking this leave in departments characterized by independently functioning, multi-units. The year for purposes of the program shall be September 1st of one (1) year to August 31st of the following year or such other twelve (12) month period as may be agreed upon by the employee and the Hospital.
- (d) Written applications will be reviewed by the appropriate Vice-President or his/her designate. Leaves for the purpose of pursuing further formal education or post-graduate training will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the agreed upon period of salary deferral, the appropriate amount of the employee's gross annual salary (according to stipulations of the above schedule) will be deducted and held for the employee and will not be accessible to him/her until the year of the leave, or upon withdrawal of the plan.
- (f) The manner in which the deferral salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, including vacation pay, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other schedule of payment as may be agreed upon between the Hospital and employee.
- (h) All benefits shall be kept whole during the years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained, but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which he/she is participating. Contributions to H.O.O.P.P. will be in accordance with the plan.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the appropriate Department Head. Deferral salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the event of such withdrawal from the plan by the employee, the employee may have the option of being repaid either in a lump sum, or over a period of time, commensurate with the rate of deductions made from the employee's salary.

- (j) If the employee terminated employment, the deferred salary held by the Hospital, plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavor to find a temporary replacement for the employee as far in advance as practical. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan, and re-arranging the leave at a mutually agreeable time, or of withdrawing from the plan, and having the deferred salary, plus accrued interest, if any, paid out to him/her within a reasonable period of time.
- (l) The employee will be re-instated to his/her former position unless the position has been discontinued, in which case he/she shall be given a comparable job. In the event an employee decides, during the course of such leave, not to return to her/his position, at least twelve (12) weeks' notice shall be given to the Employer.
- (m) Final approval for entry into the prepaid plan will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the prepaid leave program in accordance with Article 14.08 of the collective agreement;
 - (ii) The period of salary deferral and the leave period for which the leave is requested;
 - (iii) The manner in which the deferred salary. The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

14.09

Reservist Leave

An employee may be granted unpaid leave without the loss of service or seniority for the purpose of fulfilling his or her minimum training requirements to maintain their status in the Canadian Reserve Force. Such leave shall not exceed two (2) weeks per calendar year. Requests must be made in writing and will be considered on an individual basis by the Employee's Department Head or designate. Such requests are to be submitted as far in advance as possible.

Any requests for military leaves exceeding two (2) weeks may be considered on an individual basis and if approved, service and seniority will accrue for the duration of the leave.

An employee may be granted unpaid leave without loss of service or seniority for the purpose of fulfilling his or her obligations to the Canadian Military Reserve in accordance with the *Employment Standards Act*. Requests must be made in writing and will be considered on an individual basis by the

Employee's Department Head or designate. Such requests are to be submitted as far in advance as possible.

14.10 **Emergency Leave/Family Medical Leave**

Personal Emergency Leave, Family Medical Leave, Organ Donor Leave, Family Caregiver Leave, Critical Illness Leave, Child Death Leave, Crime Related Child Disappearance Leave, Domestic or Sexual Violence Leave and Emergency Leave (Declared Emergencies) will be granted in accordance with the *Employment Standards Act*.

ARTICLE 15 - HOURS OF WORK

- 15.01 (a) It is agreed that the normal or standard work week shall be an average of thirty-seven and one-half (37 ½) hours, with a normal or standard work day of seven and one-half (7 ½) hours. Time and one-half (1 ½) shall be paid for all hours worked in excess of seven and one-half (7 ½) hours per day exclusive of a lunch period or in excess of seventy-five (75) hours in a two (2) week period.
- (b) It is agreed that there are departments which schedule shifts of less than seven and one-half (7 ½) hours which have been identified in Appendix A attached to this agreement. The Hospital agrees to not schedule staff to regularly work shifts of less than seven and one-half hours (7 ½) without the consent of the Union. Such consent shall not be unreasonably withheld
- (c) In classifications, departments or working units or programs where more than one (1) shift is scheduled within that classification, all shifts exclusive of the midnight shift, will be distributed in a fair and reasonable fashion proportionate to the total number of shifts scheduled over a six (6) week posted schedule. Where there are multiple start times within a shift, the Hospital will make all reasonable efforts to distribute these in a fair manner as well. Rotation will be reviewed quarterly or earlier if there is an identified need. Employees will be allowed to switch shifts and these switched shifts will not be counted in review of distribution of shifts.
- (d) Overtime will be offered to the most senior qualified employee in the classification in the area/department or unit employees. Every attempt will be made to fill the full shift however where circumstances are such that this cannot be done shifts shall be offered to the qualified employees currently on duty in order of seniority of the employees working at the time. If there are no volunteers to work the extended shift the most junior qualified employee on a rotational basis working on the shift will be required to remain on duty. For clarity, where the most junior employee has already been required to remain, the next least senior employee will be required to remain until all those working on that shift have been required to remain once. This is to avoid always having the same employee forced to remain. Requests to cover extended shifts will be offered as soon as the manager is aware of the need.

- (e) Employees who work on the shift when conversion from standard time to daylight standard time or vice versa occurs will be paid on a straight time basis for the actual hours worked on that particular shift.

15.02 (a) **The following applies to FULL-TIME employees only**

There shall be four (4) days scheduled off within the above mentioned two-week pay period. The Hospital will endeavor to provide at least two (2) weekends off in four (4). If an employee is required to work and scheduled to work a third (3rd) consecutive weekend, the employee will be paid at the overtime rate for all hours worked on a third (3rd) consecutive weekend and any subsequent weekend until a weekend is scheduled off, save and except where:

- (i) such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
 - (ii) such employee has requested weekend work, or
 - (iii) such weekend is worked as a result of an exchange of shifts with another employee, or
- (b) A full-time employee shall not be scheduled to work three (3) different tours of duty (Days, Evenings, Nights) in any single pay period except in case of emergency or by mutual agreement.
 - (c) Regular work schedules will not require employees to work more than six (6) consecutive days unless mutually agreed upon between the employee and the Department Head/Supervisor. If more than six (6) days are scheduled, the seventh (7th) and consecutive days worked will be at the rate of one and one-half (1 ½) times the regular straight time rate. There shall be two (2) consecutive days scheduled off if a maximum of six (6) days as scheduled.
 - (d) Where there is a mutual agreement between the Employer and the Employee an option of working nine (9) days in a pay period followed by eleven (11) days in the next period will be granted. The working of the eleven (11) day pay period will not trigger overtime premium payment where such worked period has been mutually agreed to.
 - (e) Full-time employees shall not be allowed to give away scheduled shifts. Shift exchanges with approval of management shall be allowed.

The following applies to PART-TIME employees only

- 15.03 (a) There shall be four (4) days scheduled off within the above mentioned pay period and the Hospital will schedule at least one (1) weekend off in three (3). If an employee is required to work and schedules a third (3rd) consecutive weekend the employee will be paid at the overtime rate for all hours worked on a third (3rd) consecutive weekend and any subsequent weekend until a weekend is scheduled off, save and except where:

- (i) such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
 - (ii) such employee has requested weekend work, or
 - (iii) such weekend is worked as a result of an exchange of shifts with another employee.
- (b) Regular work schedules will not require employees to work more than six (6) consecutive days unless mutually agreed upon between the employee and the Department Head/Supervisor. If more than six (6) days are scheduled, the seventh (7th) and consecutive days worked will be at the rate of one and one-half (1 ½) times the regular straight time rate. There shall be two (2) consecutive days scheduled off if a maximum of six (6) days are scheduled.
- (c) Shifts will be scheduled by scheduling part-time employees, including Job Share and Temporary part-time the minimum of thirty (30) hours in a bi-weekly pay period as per Article 2.03 and then to regular part-time employees excluding Job Share and Temporary part-time by seniority up to seventy-five (75) hours per bi-weekly pay period subject to Article 2.03.

Part-time employees shall be required in January of each year to indicate whether they wish to be scheduled more shifts than the minimum of thirty (30) hours in a bi-weekly pay period. If a part-time employee indicates that they wish to be scheduled more than thirty (30) hours in bi-weekly pay period they may not reduce such commitment until the following January unless the change is due to extenuating circumstances and will be considered on an individual basis.

Job share and temporary part-time employees will be offered extra shifts by seniority once all regular part-time employees in the area/unit or department have been scheduled or offered extra shifts up to a maximum of thirty-seven and one-half (37 ½) hours per week. When casual employees are required, they shall be offered shifts in the same fashion, by seniority.

A part-time employee who wishes to give away a scheduled shift will be required to fill out the proper request.

Additional shifts which become available once a schedule is posted are to be offered by seniority up to a maximum of thirty-seven and one-half (37 ½) hours per week or seventy-five (75) hours in a pay period.

Shifts which need to be filled within twenty-four (24) hours of the Employer becoming aware of the need to replace the shift will be filled as soon as possible.

When such a shift needs to be filled, the Employer will leave a message with each call prior to moving on to the next person on the list. The first person to accept the shift will be offered the shift to work.

Shifts which need to be filled for a period greater than twenty-four (24) hours will be offered to employees by seniority with each employee being given fifteen (15) minutes for a return call prior to moving on to the next person.

15.04 **Posting of Schedule for all Employees**

- (a) A four (4) week schedule shall be posted two (2) weeks in advance of the commencement of the work schedule and the hours of each shift shall be scheduled on a consecutive basis to avoid split shifts.
- (b) The Employer will make all efforts to ensure that a correct schedule is posted as per the Collective Agreement. Where the schedule needs to be changed due to unforeseen circumstances and other than by mutual agreement and less than forty-eight (48) hours' notice is given to the employee, time and one-half (1 ½) of the employees regular straight time hourly rate will be paid for all hours worked on the first shift of the revised schedule. Prior to any schedule change after posting, the manager must notify the affected employee(s) directly of the change. If the schedule change has not been communicated to the employee(s) directly affected, no disciplinary action will be taken against the employee(s).
- (c) In the event that the Hospital fails to schedule twelve (12) consecutive hours off between tours of duty, any employee so affected will in such event, be paid premium pay calculated at the rate of one and one-half (1 ½) time her regular straight time rate of pay for the number of hours difference between twelve (12) and the actual number of consecutive hours off. In addition, for clarity, this sub-article does not apply:
 - (i) where an employee elects to work additional unscheduled hours made available by the Hospital; or
 - (ii) where the hours are worked at the employees' request or agreement, or in order to accommodate a trade in shifts between employees, or in an emergency situation beyond the control of the Hospital.
- (d) Employees who report for work for which they are scheduled or called in but for whom no work is available in their classification, shall be paid four (4) hours at their regular straight time rate of pay.

15.05 Except in cases of emergency, all overtime shall be authorized and approved in advance by the Supervisor or Department Head. Any overtime shall be compensated at the rate of one and one-half (1 ½) hours pay for each hour worked.

15.06 **Overtime Accumulation**

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back then such employee shall have the option of electing payment at the applicable overtime rate of pay or time-off equivalent to the applicable

overtime rate (i.e. Where applicable rate is one and one half times (1 ½), the time-off shall be at one and one-half (1 ½) times). Where an employee chooses the latter option such time-off must be taken at a time mutually agreeable to the Hospital and the employee. Employees having any balance in their accumulated overtime banks will have such hours paid out if the time-off is not taken prior to the end of the fiscal year in which said hours were earned. The Hospital will provide the Union with a quarterly report of accrued overtime hours.

15.07 **Rest Periods**

There shall be a fifteen (15) minute rest period during each three and three quarters (3 ¾) hours worked at a time approved by the Department Head or Supervisor. An occasional loss of an employee's rest period due to an emergency shall not entitle the employee to financial reimbursement or equivalent time-off. The normal schedule of fifteen (15) minute breaks will be followed unless a request is made by an employee to substitute one-half (1/2) hour break in a shift in lieu of two fifteen (15) minute breaks and the immediate supervisor agrees that circumstances so require. If allowed, the term for the half (1/2) hour break will be taken at a time agreed upon by the employee and the supervisor. Such requests will not be unreasonably withheld.

15.08 **Meal Voucher**

An employee required to work two (2) hours or more overtime in any day in addition to his or her regular seven and one-half (7 ½) hour shift shall be paid seven dollars (\$7.00) on their next pay deposit which shall be a non-taxable amount.

15.09 Where the parties agree that an error has been made under this Article for the distribution of shifts for part-time employees, or where an error is made for the call-in process for the allocation of additional tours to part-time and/or full-time employees, the parties agree the error will be remedied as follows:

- (a) The affected employee will be offered a shift as an extra to be worked at a time mutually agreed to by the employee and her/his Manager.
- (b) The extra shift will be paid at the rate of pay which the employee would have received had the offer been made according to the Collective Agreement.

ARTICLE 16 – HOLIDAYS

16.01 (a) Effective January 1st, 2016, the following will be recognized by the Hospital as paid holidays:

New Year's Day	Second Monday in June
Family Day	Labour Day
Good Friday	Thanksgiving Day

Victoria Day
Canada Day
Civic Holiday

Remembrance Day
Christmas Day
Boxing Day

- (b) In order to qualify for pay for a holiday an employee shall complete her or his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the employee was absent due to:
- (i) Legitimate illness or accident and for which the employee is on an approved sick leave paid by the Hospital. If an employee is on an approved sick leave and his or her accumulation of sick days paid by the Hospital have not been completely used, the employee will be paid for a scheduled holiday falling within such sick leave and not as an approved paid sick leave day.
 - (ii) vacation granted by the Hospital;
 - (iii) the employee's regular scheduled day off;
 - (iv) a paid leave of absence.

16.02 (a) **Christmas and New Year's Scheduling**

Prior to the development of the Christmas/New Year's schedule each year, a list will be posted for volunteers to work these holidays. Employees who volunteer to work either of these holidays will be scheduled to work in order of seniority.

For departments or working units that work 24/7 the "Christmas holiday" shall include Christmas Eve (afternoon shift), Christmas Day and Boxing Day. The "New Year's holiday" shall include New Year's Eve (afternoon shift) and New Year's Day. An employee must work afternoons on Christmas Eve, afternoons on Christmas Day and afternoons on Boxing Day (three (3) afternoon shifts) to have "worked the holiday" or day shift on Christmas Day and Boxing Day (two (2) day shifts) to have "worked the holiday" or nights on Christmas Day (11pm December 24th) and Boxing Day (11pm December 25th) (two (2) night shifts to have "worked the holiday". For New Year's holiday the selection would be afternoon shift on New Year's Eve and afternoon shift on New Year's Day (two (2) afternoon shifts) or the day shift on New Year's Day or night shift on New Year's day (11pm December 31st).

For the purpose of this provision, the "night shift" shall be the first shift of the day (ie. nights on Christmas Day commences at 11pm on December 24th).

For departments that do not work 24/7 the "Christmas Holiday" shall include Christmas Day (day or afternoon shift) and Boxing day (day or afternoon shift). The "New Year's holiday" shall include New Year's Day.

If there are not enough employees who volunteer to work either holiday, then the junior employee in the department who is able to perform the required work will be scheduled the Christmas holiday. The next junior employee will be scheduled to work the New Year's holiday.

A junior employee will not be scheduled to work two (2) consecutive Christmas holidays, or two (2) consecutive New Year's holidays, but will rotate from working one (1) holiday and then the other. Once the junior employee has worked both a Christmas holiday and a New Year's holiday they will be placed on the top of the list for that purpose only.

(b) **Scheduling for Other Holidays**

For all other holidays, except those set out in (a) above, as needed, employees will be scheduled to work on a rotational basis to work on paid holidays within the work area on a fair and equitable basis according to seniority using the following process:

- (i) Each year the management of a department or working unit shall determine the number of holidays, excluding the holidays set out in (a) above, that each employee shall work to fairly distribute the holidays between full-time and part-time employees in the department or working unit.
- (ii) The holiday planner shall begin with the Victoria Day holiday and conclude with Good Friday of each year. The holiday planner will list the holidays for the year, the number of staff required for each holiday, the hours of operation and the number of holidays each employee is needed to work. The planner shall indicate any assignments on holidays that require specific qualifications or training.
- (iii) Commencing March 15th of each year the holiday planner shall be circulated to the employees. By seniority, employees shall select the holiday that they wish to work equivalent to the number of holidays designated in (i) above. Employees cannot select the same holiday in two (2) consecutive years. The process shall continue until all employees have had the ability to select their holidays. Once a selection has been made an employee may request to switch the holidays with other staff within the department or working group as long as they are qualified to work the selected assignment for that holiday.
- (iv) For the purpose of the holiday planner staff who are cross trained to work between departments or working units or campuses will have their holiday selection done for their home unit.
- (v) Following the above process where a holiday to be worked becomes available due to staffing changes (resignation or job posting) the ability to work that holiday shall be offered to staff to work by seniority. In the

event that there are insufficient number of staff to volunteer to work such extra holiday, management shall schedule qualified employees to work by least seniority on a rotational basis.

- (vi) Where new staff come into a department or working unit after the holiday planner has been completed, management shall redistribute the holidays on an equitable basis following the process above.

16.03

Pay for Work on a Holiday

Applicable to Full-Time Employees

- (a) An employee employed on a full-time basis who is scheduled to work on a paid holiday and actually works on the paid holiday may elect either:
 - (i) to be paid for all hours worked on such paid holiday at the rate of one and one-half (1 ½ times) her or his regular rate of pay in addition to her regular rate of pay; or
 - (ii) to be paid for all hours worked on such paid holiday at the rate of one and one-half (1 ½ times) her or his regular rate of pay and have an alternative day off at regular pay (such day to be given by the Hospital within three (3) months after the paid holiday or at mutually agreeable time-off but in no event to exceed twelve (12) months;
- (b) In the event that a paid holiday occurs during the employee's vacation period he or she, in such event, be entitled to one (1) additional day of vacation which extra day shall be taken at a time mutually agreed to by the Hospital and the employee. Such request for the additional day will not be unreasonably denied.

Applicable to Part-Time Employees

- (c) An employee employed on a part-time basis and who is scheduled to work on a holiday and who actually works shall be paid for all hours worked on such holiday at the rate of two (2) times his or her regular rate of pay. In order to qualify for such payment the employee must have worked her or his last scheduled working day prior to such holiday, unless she is unable to do so because of illness or injury by the production of a medical certificate or other proof satisfactory to the Director of Human Resources or designate.

16.04

- (a) The Hospital will schedule staff who are required to work on a paid holiday to be scheduled to work on the weekend attached to the paid holiday (if a Monday or Friday) where Staff within that department are scheduled to work on weekends;
- (b) If an employee is scheduled off on a paid holiday (if a Monday or Friday) then the Hospital will schedule the attached weekend off also.

- (c) Where a holiday falls on a Saturday or a Sunday, the Hospital shall schedule the employee to work on that weekend as well as that observed day.
- (d) A holiday weekend worked will be considered a weekend worked for the purpose of weekend scheduling provisions.

The above provision does not apply to units working on a Monday to Friday schedule.

16.05 Where the employee is required to work on a paid holiday for which he is paid at the rate and time of one-half (1 ½) 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.

16.06 Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one (1) provision of this Agreement only, even though the hours worked may be premium payment hours under more than one (1) 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, stand by or weekend premium.

ARTICLE 17 - VACATIONS WITH PAY

- 17.01 (a) The vacation year shall be from May 1st of one year to April 30th of the next year.
- (b) Vacation entitlement shall be calculated for all full-time and regular part-time employees based on continuous service as of April 30th of each year.

If an employee's anniversary date falls between May 1st and September 30th in any year, the entitlements in Article 17.01 (e) and 17.02 (b) shall apply.

- (c) Prior to leaving on vacation an employee shall be notified of the date and tour of duty to which he or she is to report for work following vacation.
- (d) In so far as it is practical to do so, having regard to the necessity of maintaining the efficient operation of the Hospital employees shall be granted vacation periods requested in accordance with their seniority. In the event that the seniority of two (2) or more employees is identical and if the vacation period requested by two (2) or more of them results in a conflict, their choice of vacation shall be determined by reference to their Social Insurance number (see Article 11.10).
- (e) For seven and one-half (7 ½) hour units a week of vacation is defined as Monday to Friday plus the employee's due weekend off in the schedule. If requests for vacation are submitted by April 15th as part of the vacation

planner process the employee will not be required to work the weekend immediately prior to or immediately following the employee's approved week of vacation. For all other vacation requests the Employer will endeavor to provide the weekend before and after the approved vacation period off.

- (f) No more than three (3) weeks' vacation will be allotted to any employee during 'summer prime time'. Prime time is defined as the week commencing with the second Monday of June to the end of the week commencing with the second Monday in September of each year.

Vacation selection during Christmas, New Years and March break weeks will be separate and apart from the rest of the vacation year. Selection of these weeks will be by seniority on a rotational basis. An employee can select up to two (2) of the three (3) weeks by seniority however the weeks chosen in one (1) year cannot be selected again in the following year unless every employee has had the opportunity to select those weeks for vacation.

For the purpose of this Article, Christmas week and New Year's week will be the week in which the Holiday actually falls. Where December 25th falls on a weekend, Christmas week will be the week prior to such weekend and where January 1st falls on a weekend, New Year's week will follow Christmas week.

Vacation blocks of one (1) week increments will have priority over single day requests Prime Time, Christmas, New Years and March Break. An employee cannot use vacation on the vacation planner for Christmas or New Year's if it is their year to work that holiday in accordance with Article 16.02 (a).

Notwithstanding the above where all employees in the unit have been granted their requested vacation and additional weeks remain available to be scheduled within the prime time periods, the vacation planner will be reposted for one (1) week period. Available weeks in the prime time periods will be granted by seniority to employees who have less than three (3) weeks of vacation in the prime time period scheduled then by seniority to employees who have three (3) weeks of vacation granting one (1) week at a time.

- (g) The Hospital shall allow the utilization of single vacation days up to a maximum of five (5) per year on the vacation planner in non "prime time" periods. Other single day vacation requests must be made in writing to the Manager at least two (2) weeks where possible in advance of that schedule's start. Every effort will be made by management to allow these single day requests without impacting the unit vacation quota.
- (h) Notwithstanding the articles above, once every five (5) years an employee can apply for vacation up to their maximum allocation on the basis of seniority.

17.02 (a) **Applicable to full-time employees**

Effective April 1st, 2016 employees who have completed less than one (1) year of continuous service as of April 30th shall be entitled to a vacation on

the basis of one and one-quarter (1 ¼) days per month for each completed month of service with pay in the amount of six percent (6%) of gross earnings.

Full-time employees shall receive with pay:

3 weeks' vacation after 1 year of continuous service;

4 weeks' vacation after 3 years of continuous service;

5 weeks' vacation after 12 years of continuous service;

6 weeks' vacation after 21 years of continuous service;

7 weeks' vacation after 27 years of continuous service.

17.02 (b) **Applicable to regular part-time employees only**

Effective May 1st, 2018, all regular part-time employees shall be entitled to receive the same proportion of wages and vacations with pay accrued to full-time employees as the part-time employees hours worked in a pay period bear to regular hours of a full-time employee, equivalent years of service shall be calculated on the basis of one (1) year of service for each sixteen hundred and fifty (1650) hours worked.

Part-time Vacation

Part-time employees are to utilize a combination of paid and unpaid vacation days to secure a full vacation week off. Part-time employees cannot exceed their vacation entitlement as per Article 17.

17.02 (c) **Transitional Provisions**

- (i) Any employee whose vacation entitlement exceeds that to which she is entitled under Article 17.02(a) and 17.02(b) shall have her existing vacation entitlement maintained until such time as her accumulated service results in an increase in her vacation entitlement under those same Articles.
- (ii) Any employee whose vacation entitlement under Article 17.02(a) and 17.02(b) exceeds her accrued vacation pay shall be entitled to her vacation entitlement as set out in Article 17.02(a) and 17.02(b) but shall not receive an increase to his or her accrued vacation pay. Such an employee shall be permitted to take any excess vacation time as unpaid.
- (iii) Prior to the date of this Award, for the purpose of establishing equivalent years of service under Article 17.02(b), current employees' service under the collective agreement between CAW-Canada, Local 2458 and Windsor Regional Hospital, the collective agreement

between OPSEU, Local 143 and Windsor Regional Hospital, or the collective agreement between CAW-Canada, Local 2458 and Hotel Dieu Grace Hospital will be calculated on the basis set out in such collective agreement.

- (iv) Prior to the date of this Award, for the purpose of establishing equivalent years of service under Article 17.02(b), current employees' service under the terms and conditions of employment of those employees at Hotel Dieu Grace Hospital in the bargaining units represented by CAW-Canada and certified by the Ontario Labour Relations Board on June 28th, 2013 and July 12th, 2013 will be calculated on the basis set out in such terms and conditions of employment.

17.03 Effective February 5th, 2017, "Continuous Service," in this Article, shall be defined as the working of sixteen hundred and fifty (1650) hours exclusive of the daily one-half (1/2) hour lunch period, in each year, calculated as follows:

- (i) All time worked;
- (ii) Absence due to bereavement leave or approved leave of absence to a maximum of four (4) weeks;
- (iii) Absence because of illness or injury not to exceed the employee's accumulation under Article 13 of this Agreement at the time of calculating the vacation pay;
- (iv) Absence during a pregnancy leave or parental leave on the basis of seniority accrual during such leave in accordance with Article 11.03 (c) (v) of this Agreement;
- (v) **Vacation and paid holidays**

Vacation time and pay shall be prorated for any full-time employee who does not have "continuous service" in each vacation year as defined above.

17.04 **Vacation Planner Process**

The following vacation scheduling process will be used for the scheduling of vacation in all units:

- (a) Each unit will post the tentative vacation schedule for the following year by January 15th. This schedule will remain posted for a period of six (6) weeks and the following process will be used for vacation selection.
- (b) Each employee will sign for their vacation request, starting January 15th of each year based on December seniority list as per Article 11.10. A seniority list and the established vacation quotas for the Unit will be posted with the

tentative vacation schedule. All vacation schedules will include weekends and will cover a full one (1) year period (May 1st to April 30th).

- (c) The Unit Manager will notify employees by seniority that they appear next on the list, to sign for their vacation. Once an employee has been notified the date and time of notification will be placed on the list next to their name. Once an employee has signed for vacation a line will be put through her or his name indicating she or he has had their turn.
- (d) It is agreed that if an employee does not sign up for his or her requested vacation within twenty-four (24) hours after being notified at the date and time noted on the list, the next employee will be called and her or his requested vacation will not be pre-empted by the former employee coming forward at a later date. Once a choice has been made by an employee during this process it cannot be changed except as identified (herein) after the vacation selection process is completed.
- (e) If an employee is on days off, off ill or on vacation or a leave of absence longer than twenty-four (24) hours, the employee shall leave her or his vacation request on order of preference with a designated co-worker or with the Unit Manager before commencing time-off.
- (f) This process will continue until all employees have had an opportunity to request vacation, but should be completed by February 26th of each year. The approved vacation schedule will be posted no later than March 15th.
- (g) With the posting of the approved vacation schedule on March 15th, a list of all remaining weeks of vacation available will also be posted. Employees will have a two (2) week period to apply for any remaining vacation time in writing to their Unit Manager. Vacation during this two (2) week period will be granted based on seniority. The finalized vacation schedule will be posted by April 15th.
- (h) All employees will be provided with written notice of the vacation selection process prior to January 15th of each year. Where an employee is on an extended time-off the notice will be mailed to her or his residence and the employee will be responsible to notify the Unit Manager of their intent to be part of the process or not for that vacation year.
- (i) As employees place their request, any entitlement not recorded during the above referenced process can be requested at a later date but will be granted per (schedule provision). At no time can an employee use their seniority to displace another employee from their requested vacation time.

17.05

Vacation Quota

- (a) Vacation quotas by unit will not be unduly restrictive. Vacation quotas for each unit will be provided to the Bargaining Unit President at the time of the posting

of the tentative vacation schedule. Vacations may be taken at any time of the year. Vacation requests shall not be unreasonably denied.

- (b) On seven and one half (7 ½) hour tour units where vacation schedules are based on weeks of entitlements a formula will be used to establish a consistent minimum vacation quota that will ensure that all employees on the unit can utilize their vacation entitlement in the current year.
- (c) On units that have a patient census with variances such that a consistent vacation quota cannot be established for the entire year, the Unit Manager and the Bargaining Unit President will meet to establish the unit's vacation quotas prior to the vacation selection commencing.
- (d) In the event that an employee is transferred at her or his request to another Unit after the vacation schedule has been posted, the Hospital shall endeavor to grant her vacation as scheduled. However, the Hospital shall not be required to alter vacations already scheduled on the Unit.
- (e) The Hospital will endeavor to grant approved vacation for an employee if transferred from one unit to another resulting from a reduction of service or lay-off.
- (f) With respect to vacation not requested in accordance with (Article 17.04) requests for vacation must be submitted where possible in writing six (6) weeks prior to vacation dates. Date of request and not seniority shall govern for employees. If requests for the same period are received by the person responsible for scheduling on the same date, seniority will govern for employees.
- (g) Employees who are not able to secure vacation time as part of the vacation process, cannot submit a request for a personal leave of absence to obtain time-off from work that they are not able to secure with their seniority on the vacation planner.

Where an employee has scheduled less than seventy-five percent (75%) of their yearly vacation entitlement on the vacation planner as per Article 17.04 and the vacation planner process has been completed, they shall be required to utilize any unscheduled vacation time prior to requesting a Personal Leave of Absence under Article 14.01. This does not apply to a leave requested under 14.10 (ESA leaves).

- (h) Casual employees will be paid their appropriate percentage of vacation pay on each cheque.
- 17.06 (a) If an employee terminates her services or if for any reason she will not be taking her posted vacation, this vacation time will be posted for one (1) week as being available and will be granted to the employee having the highest seniority within the Unit as long as she submits her request in writing during the one (1) week posting period.

- (b) Switching of approved vacations with another employee will not be permitted under any circumstances. Where an employee wishes to cancel her or his scheduled vacation notice must be provided to the Manager and the above process to be followed.

17.07 Both the Union and the Employer agree that all employees will make every effort to utilize their full vacation in the year it occurs. Any employee who has not used their full entitlement will meet with the appropriate Manager and Union representative within sixty (60) days of the end of the vacation year for the purpose of arranging mutually agreed vacation time or an agreed carryover of vacation in accordance with the Hospital vacation policy.

17.08 Where an employee's scheduled vacation is interrupted due to serious illness or injury which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be a patient in a hospital, the period of such hospitalization shall be considered sick leave.

Where an employee is hospitalized for non- elective treatment or procedure immediately prior to or during scheduled vacation time, the employee will be allowed to cancel the vacation period and reschedule the vacation period at a later date mutually agreeable to the Employer and the employee. In rescheduling the employee will not be allowed to change the vacation time already allotted to a more junior employee.

17.09 Where a bereavement leave occurs under 14.06 immediately prior to or during scheduled vacation time, the employee will be allowed to substitute the affected vacation days with bereavement days, such vacation days to be taken at a later time mutually agreed by the Employer and the Employee.

ARTICLE 18 - BENEFITS

18.01 Pension Plan

It is agreed that employees will participate in the Hospitals of Ontario Pension Plan, administered by the Ontario Hospital Association, and that the Employer will pay the Employer's share of contributions payable thereunder and will deduct from eligible employees' wages the required portion of his or her earnings and remit same to the said Plan. It is agreed that enrollment in such pension plan will be in accordance with the requirements of such plan.

18.02 Life Insurance

Effective on March 1st, 2017 the Hospital will assume the responsibility of paying on behalf, of each eligible full-time employee, one hundred percent (100%) of the premium cost of the Desjardins Financial Life Insurance Plan

or its equivalent. Such plan provides coverage up to two (2) times a full-time employee's annual salary calculated to the nearest five hundred dollars (\$500.00). Such plan also permits a full-time employee to add insurance on his or her spouse at the employee's expense.

18.03 **Extended Health/Drug Plan**

Effective March 1st 2017, the Hospital will assume the responsibility of paying, on behalf of each eligible full-time employee, one hundred percent (100%) of the billed premium under the Green Shield Extended Health Care Plan (\$10.00 single/\$20.00 family deductible with a one dollar (\$1.00) employee drug co-pay), which includes mandatory generic drug substitution unless there is a documented adverse reaction. There is a dispensing fee cap of nine dollars (\$9.00) per prescription. Items under the OTC part of the plan must have a Drug Identification Number (DIN) in order to be covered and a prescription. The Plan also includes Chiropractic to a maximum of three hundred dollars (\$300.00) per insured person annually. The Plan also includes Massage Therapy to a maximum of three hundred dollars (\$300.00) per insured person annually, requiring a prescription from a medical doctor nurse practitioner, or Chiropracist unless there has been a prior claim made within the previous twelve (12) months.

18.04 **Dental Plan**

Effective March 1st, 2017, the Hospital will assume the responsibility of paying, on behalf of each eligible full-time employee, seventy-five percent (75%) of the billed premium for the Green Shield Dental Plan or equivalent based on the current ODA schedule, provided the balance is paid by the participating employees through payroll deduction. The Plan shall provide for recall and examination to be covered once every nine (9) months.

The Plan will include orthodontic coverage for participating employees on a 50/50 co-insurance basis, up to a lifetime maximum of fifteen hundred dollars (\$1,500.00) per insured person.

The Plan will also include coverage for crown and bridges on a 50/50 co-insurance basis up to fifteen hundred dollars (\$1500.00) per insured person annually.

18.05 **Semi-Private Hospitalization**

Effective March 1st, 2017, the Hospital will assume the responsibility of paying, on behalf of eligible full-time employees, one hundred percent (100%) of the billed premium for semi-private hospitalization under the Green Shield Plan.

18.06 **Audio Plan**

Effective March 1st, 2017, the Hospital will assume responsibility for paying, on behalf of eligible full-time employees one hundred percent (100%) of the billed premium for the Green Shield Audio Plan charged.

18.07 **Vision Care Plan**

Effective March 1st, 2017, the Hospital will assume the responsibility of paying, on behalf of eligible full-time employees, one hundred percent (100%) of the billed premium for the Green Shield Vision Care Plan, with a maximum coverage of Four Hundred Dollars (\$400.00) every twenty-four (24) months per insured person, which maximum can be used towards the cost of laser surgery and/or towards the cost of optometry examinations to a maximum of One Hundred Dollars (\$100.00) every twenty-four (24) months per insured person.

18.08 **Out of Province Coverage**

Effective March 1st, 2017 the Hospital will assume the responsibility of paying, on behalf of eligible full-time employees, one hundred percent (100%) of the billed premium for the Green Shield Out of Province Medical Expenses Plan, providing full travel assistance including repatriation. Major medical expenses incurred out of Province are subject to an overall maximum of One Million Dollars (\$1,000,000.00) per person.

18.09 **Change of Benefit Carrier**

The Plans referred to in this Article, including the pension plan, shall remain in full force for the duration of the collective agreement. However, the Hospital shall have the right, during the term of this Agreement, to substitute a different carrier provided that:

- (1) The substituted plan shall not result in a decrease in any benefit provided by the existing plan, and
- (2) Sixty (60) days' notice will be given to the Union of the Hospital's intention to substitute a different carrier, with full details of the plan being substituted provided to the Union, and
- (3) Representatives of the Hospital will meet with the Union, if requested, to review and discuss any problems involved in such substitution.

18.10 **Premiums Paid During Illness**

Effective February 5th, 2017:

- (a) In the event of a full-time employee being absent from work due to illness or injury, the Hospital will continue to pay their share of the premiums for the benefit plans, listed above, while the employee is on sick leave (including the Employment Insurance period) or on long term disability to a maximum of twenty-four (24) months from the time the absence commenced. During this said period of twenty-four (24) months, the full-time employee's share of the said premiums, while absent as aforesaid, will be deducted from the full-time employee's sick pay while she is in receipt of same and upon sick pay being exhausted, such share will be deducted from her first pay upon her return to work, and in the event that she does not return to work, the full-time employee's share of the said premiums, may be deducted from any monies owing to the said full-time employee.
- (b) In the event a part-time employee, or her eligible dependent, suffers a life threatening illness or disease, the Hospital may, at its discretion, allow the part-time employee the opportunity to self-pay the full monthly premium for prescription drug benefits covered under Article 18.03 for the duration of such illness or disease.

18.11 **Medical Plans While On Lay-Off or On Leave Of Absence**

The Employer agrees to continue an employee's applicable benefit plan coverage while on lay-off or while on an unpaid approved leave of absence in excess of thirty (30) days, provided that:

- (1) the employee has seniority;
- (2) the employee has requested in writing continuation of such coverage;
- (3) the Employer has received from the employee prior to each premium due date, sufficient funds to pay such premiums.

If the employee fails to provide to the Hospital "sufficient funds" to pay for such benefit premiums, the employee will no longer be entitled to benefit coverage and such benefit coverage shall cease thirty (30) days after receiving official notice by registered mail from the Hospital.

18.12 **Retiree Benefits**

The Hospital will provide to all employees who are fifty-five to fifty-six (55-56) years of age who retire (including disability retirements) on or after the date of this Award and who have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active

employees, as long as the retiree pays the Employer the full amount of the monthly premiums in advance.

The Hospital will provide to all full-time employees who reach age fifty-seven (57) and retire (including disability retirements) on or after the date of this Award and have not yet reached age sixty-five (65) and who are in receipt of the Hospital's pension plan benefits, semi-private, extended health care and dental benefits on the same basis as is provided to active employees as long as the retiree pays the Employer their share of the monthly premiums in advance. The Hospital will contribute fifty percent (50%) of the billed premiums of these benefit plans.

18.13 **Employment Insurance Premium Reduction**

It is agreed that the Hospital shall be entitled to retain one hundred percent (100%) of any employment insurance premium reduction or rebate toward off-setting the cost of benefits provided by this Agreement.

Upon written request, the Hospital shall disclose to the Union the amount of Employment Insurance premium reduction or rebate annually after approval from Human Resources Development Canada.

18.14 **Same Sex Coverage**

Coverage will be available to an employee and his/her same sex partner and their dependents in accordance with the terms and conditions of the Plans.

18.15 **Benefits Age 65 and Older**

Effective March 1st, 2017, Semi-Private Hospital Insurance and Extended Health/Drug Plan coverage will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's seventieth (70th) birthday, on the same cost share basis as those employees under the age of sixty-five (65).

ARTICLE 19 – UNIFORMS

19.01 The Hospital shall continue to provide lab coats or other protective clothing in departments where they have been provided on October 1st, 2013 on the same basis with no change to the current practice. It is expressly agreed that there is no expansion of the provision of lab coats or other protective clothing beyond these areas during the term of this collective agreement.

ARTICLE 20 - PERSONNEL FILES

20.01 Each employee shall have reasonable access to their Personnel file for the purpose of reviewing the contents in the presence of the Director of Human Resources or designate. Such access will be permitted only at reasonable

times and upon reasonable notice. An employee may request copies of any completed evaluations in their personnel file at their expense.

- 20.02 The Hospital acknowledges management's responsibility to identify performance deficiencies in a timely manner.

ARTICLE 21 - MILEAGE RATES

- 21.01 Effective the first of the month following ratification of this Agreement by both the Union and the Hospital, employees using their own cars on approved business of the Employer, shall receive mileage allowance to be in accordance with Hospital policy, which shall not be less than fifty cents (\$.050) per kilometer on the understanding that employees will carry a million dollar (\$1,000,000.00) personal liability insurance.

ARTICLE 22 - OCCUPATIONAL CLASSIFICATIONS AND WAGES

- 22.01 Occupational classifications and wage rates are set out in Schedule "A" which is attached hereto and forms part of this Agreement.

- 22.02 In the event that a new occupational classification which is covered by the terms of the collective agreement is decided upon by the Employer as necessary to its operation, then the work, the job title and the wage rates shall first be determined and acted upon by the Employer for the purpose of assigning an employee and proceeding with the task to be then performed. Thereafter the Employer shall immediately notify the Union by registered mail of the action taken. If no formal protest is lodged in writing to the Employer by the Union within one month of the date of such notice having been received, the new occupational classification shall be deemed to have become a modification of Schedule "A" of this Agreement. In the event a formal protest is made by the Union, the parties shall arrange for a meeting for the purpose of endeavouring to resolve any difference. If such difference between the parties is not resolved by this means, then the Employer's decision shall stand for the purpose of continuing to have the work performed and the dispute shall be submitted to the Grievance Procedure at Step 3.

- 22.03 (a) **Stand-By Pay**

Effective on the date of this Award, an employee required to standby or remain available for call-back duty or telephone consultation on other than regular scheduled hours shall be paid at the rate of three dollars and thirty cents (\$3.30) per hour of standby time. Where such standby falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of four dollars and ninety cents (\$4.90) per hour of standby time. Hours worked for call-back or telephone consultation shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of five dollars (\$5.00) for each eight (8) hour period on standby even if called back to work.

For purposes of Article 15.02 and 15.03, a weekend on which an employee is required to standby or remain available for call-back duty or telephone consultation is not a weekend "off", a weekend on which an employee is scheduled to standby or remain available for call-back duty or telephone consultation is not a weekend "scheduled off", and a weekend on which an employee is required or scheduled to standby or remain available for call-back duty or telephone consultation but is neither called back nor consulted by telephone is not a weekend "worked".

(b) **Telephone Consultation**

Effective on the date of this Award, employees who are required to provide professional services over the telephone while on stand-by (without returning to the Hospital) shall be entitled to a minimum of:

15 minutes' pay for a call received between 0700 hours and 2300 hours,

and

30 minutes' pay for a call received between 2300 hours and 0700 hours,

at time and one-half times (1 ½) her regular straight time hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a continuation of that earlier call.

(c) **Callback**

Effective on the date of this Award, an employee who is called to work after leaving the Hospital premises and outside of her regular scheduled hours, shall be paid a minimum of no less than four (4) hours' pay at time and one-half (1 ½) her regular straight time hourly rate for work performed on each call-back, and such employees will not leave the Hospital without obtaining a written release from the supervisor on duty.

In the event that the four (4) hour periods for successive call-backs overlap, however, the employee will not be entitled to more than time and one-half (1 ½) her regular straight time hourly rate in respect to the period(s) of overlap.

In the event that such four (4) hour period overlaps and extends into her regular shift she will receive the four (4) hour guarantee payment at time and one half (1 ½) and her regular hourly rate for the remaining hours of her regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on Standby arrangement with the Hospital.

Employees called to work under this Article 22.03 shall be paid transportation allowance under Article 21.01 for the use of an automobile, or the Employer will reimburse the employee for taxi fare. In the case of taxi fare such reimbursement to be within City limits.

NOTE: **Applicable to part-time employees only**

For purposes of clarification, Article 22.04 does not apply to prescheduled hours of work. Article 22.04 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

22.04 **Shift and Weekend Premiums**

Effective on date of this Award, the Employer will pay to employees in the bargaining unit an afternoon shift premium of one dollar and eighty cents (\$1.80) per hour, a night shift premium of two dollars and twenty cents (\$2.20) per hour, and a weekend shift premium of two dollars and thirty-five cents (\$2.35) per hour on the understanding there will be no pyramiding of shift premiums on weekends. The afternoon shift premium shall apply whenever fifty percent (50%) or more hours worked on such shift falls between 3:00 p.m. and 11:00 p.m. It is understood that the 11:00 a.m. to 7:00 p.m. shift is an afternoon shift. The night shift premium shall apply whenever 50% or more hours worked on such shift falls between 11:00 p.m. and 7:00 a.m. The weekend shift premium shall apply from Friday midnight to Sunday midnight. If an employee is in receipt of premium payment at the rate of time and one-half (1 ½) or greater pursuant to a scheduling regulation for weekend work, she will not receive weekend premium under this provision.

22.05 **Related Experience**

Related experience is recent experience that has been gained by a person while working in the actual classification into which he/she has been hired by the Hospital or its predecessor corporation(s). This related experience must also have been gained while working outside of the Hospital or it(s) predecessor corporation and prior to being first hired by the Hospital or its predecessor corporation(s).

A claim for recent related experience, if any, shall be made in writing at the time of hiring and shall provide sufficient evidence to support a claim for recent related experience within sixty (60) calendar days of the date of hire. Employees shall be provided with this information in writing at the time of hiring.

Recent related experience will be credited with one (1) increment on the salary scale for every year of recent related full-time experience. A year of recent related experience equals nineteen hundred and fifty (1950) hours worked.

If a person disagrees with his/her initial grid placement by the operation of this agreement he/she may file a grievance with respect to said placement.

The parties agree that this agreement does not apply to situations where an employee moves to a higher paid classification within the Hospital.

ARTICLE 23 - PART-TIME EMPLOYEES

- 23.01 (a) Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, a part-time Employee shall receive in lieu of all fringe benefits (being those benefits to an Employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, benefits as outlined in Article 18 and pension, save and except salary, SUB plan and vacation pay) an amount equal to fourteen percent (14%) of his regular straight time hourly rate for all straight time hours paid.
- (b) Notwithstanding 23.01(a) above, part-time employees are entitled to participate in the Hospitals of Ontario Pension Plan ("HOOPP"). For part-time employees who are members of HOOPP, the percentage in lieu of benefits outlined in paragraph (a) above will be reduced twelve percent (12%).
- (c) It is understood and agreed that the employee's hourly rate (or straight time hourly rate) in this Agreement does not include the percentage in lieu of benefit payment as applicable which is paid in lieu of fringe benefits. Accordingly the applicable percentage in lieu of benefits payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

ARTICLE 24 – CASUAL EMPLOYEE ENTITLEMENTS

- 24.01 Casual employees have all rights and entitlements under the collective agreement excluding benefits. Vacation pay and Holiday pay will be as per the *Employment Standards Act, 2000*. If an employee has actually worked the Holiday, they shall be paid as per the collective agreement. A seniority list will be developed and posted as per the collective agreement. Seniority will be accumulated by hours paid. No more than nineteen hundred and fifty (1950) hours can be accumulated in one (1) year.

ARTICLE 25 – CONTRACTING OUT

- 25.01 The Hospital shall not contract out work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of any bargaining unit employee occurs. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. 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 or Agencies, or as a result of the withdrawal of the Hospital's license or authority to perform such services.

The Employer will meet with the Union, prior to any decisions being made with outside interest/partners, to discuss why the service may be contracted out and to address other options.

- 25.02 Supervisors or managers excluded by the bargaining unit shall not perform duties normally performed by members in the bargaining unit which would directly cause or result in the lay-off, loss of seniority or service or reduction in benefits to members in the bargaining unit.

ARTICLE 26 – JOB SHARING

- 26.01 (a) Job Sharing is an arrangement between two (2) employee, the Union and the Employer whereby two (2) employees within the bargaining unit share the hours of what would otherwise be one (1) full-time position.
- (a) All Job Sharing arrangements shall be voluntary for all participants. Employees in a job sharing arrangement must be from the same classification and possess the necessary qualifications for the position.
 - (b) Job Sharing requests with regard to full-time positions shall be made in writing to Human Resources with a copy to the Director of Human Resources.
 - (c) Job Sharing requests with regard to full-time positions shall be considered on an individual basis. It is understood that the Hospital has the sole right to determine if any full-time position shall be shared by two (2) employees and retains the sole right to determine the required ratio of full-time to part-time employees. Such rights shall not be exercised in an unreasonable or arbitrary manner.
 - (d) All Job Sharers shall be treated as regular part-time employees and shall be covered by part time provisions of the Collective Agreement unless expressly amended herein.
 - (f) (i) Total hours worked by the Job Sharers shall equal one (1) full-time position. The division of hours on the schedule shall be determined by mutual agreement between the two employees and the Manager, subject to Article 2.
(ii) Job Sharers will be offered additional shifts pursuant to Article 15.03.
 - (g) The above schedules shall confirm with the scheduling provisions for full-time employees pursuant to the Collective Agreement.
 - (h) Each job sharer may exchange shifts with her partner, as well as with other qualified employees within the same classification.

- (i) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers will only be required to work the number of paid holidays as per Article 16 of the collective agreement.
 - (j) The Manager will resolve any disputes arising between the employees with respect to scheduling.
- 26.02 (a) It is expected that both Job Sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Manager or her designate will be notified and will be responsible to book coverage. Job Sharers are not required to cover for their partner in the case of prolonged or extended absences.
- (b) For vacation, the Job Sharing partner will provide the replacement, where possible.
 - (c) In the event that one (1) member of the Job Sharing arrangement goes on a maternity leave, or other leaves of absence the coverage will be negotiated with the Manager but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
 - (d) In the event the remaining partner is unavailable to provide replacement coverage, then the Employer may fill the job share vacancy pursuant to Article 10 or if not applicable, at its' discretion. However, consideration will be given to part-time employees in the same classification who are qualified.
- 26.03 (a) A Job Sharing arrangement may arise out of the filling of a vacant full-time position upon the mutual agreement by the Union and the Employer. Both job sharing positions will be posted and selection will be based on the criteria set out in the Collective agreement.
- (b) An incumbent full-time employee willing to share her position, may do so without having her half of the position posted. The other half of the Job Sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
 - (c) If one of the Job Sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. If the remaining employee in the shared position was originally a full-time employee, she/he will be returned to her/his former full-time status in the position. If the remaining employee in the shared position was originally a part-time employee, she/he will be returned to her/his regular part-time status and the position will be posted and filled in accordance with the collective agreement.
 - (d) Each new Job Sharing arrangement shall be subject to a six (6) month review to discuss any issues, concerns or suggestions.

- 26.04 (a) Either the Employee or the Hospital may discontinue the Job Sharing arrangement within sixty (60) days' notice. Upon receipt of such notice a meeting shall be held between the Union, the Employee and the Hospital within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.
- (b) Where a Job Sharing arrangement is discontinued under (a) above, the position must revert to a full-time position. The employees in the job shared position will revert to their former status (full-time or regular part-time) in the department where the job shared position was scheduled. If both of the employees were previously regular part-time, the resultant full-time position must be posted and filled in accordance with the Collective Agreement. Any adjustments to the staffing levels in the affected classifications will be dealt with under the lay-off provisions of the Collective Agreement.
- (c) An employee in a job share who retires or is laid off, shall have all rights and entitlements in accordance with their pre-job share status.

ARTICLE 27 - PROFESSIONAL RESPONSIBILITY

27.01 In the event an employee has cause for concern that their professional standards are being compromised, the employee shall first pursue resolution with their immediate supervisor and/or Department Head.

Failing resolution of the complaint the employee shall fill out the Professional Responsibility Form, with a copy sent to the Union, and shall meet and present the form to the appropriate Department Head and Vice President, who shall hear and attempt to resolve the complaint.

ARTICLE 28 - MODIFIED WORK PROGRAM

28.01 The Hospital and the Union recognize that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness. Recognizing their responsibilities under the applicable legislation, the Hospital agrees to implement and the Union agrees to participate in a hospital-wide Modified Work program, supporting the principle of prompt rehabilitation and return to work of injured workers. Any written agreement regarding such a program will be attached as an Appendix to this collective agreement.

ARTICLE 29 - DURATION OF AGREEMENT

29.01 Except as otherwise stated herein, this Agreement shall be deemed to have come into force on the 1st day of April 2016 and remain in force until the 31st day of March 2019, and thereafter unless either party notifies the other in writing of its' desire to revise or amend or make a new agreement within ninety (90) days prior to the 31st day of March, 2019. When such notification is

given, negotiations between the parties shall commence not later than fourteen (14) days after the date of such written notification. The notification shall, as far as possible, list the subject matter of the proposed amendments or revisions.

ARTICLE 30 – INNOVATIVE/FLEX SCHEDULING

30.01 Where the Hospital and the Union agree, arrangements regarding Innovative Scheduling/Flexible Scheduling may be entered into between the parties on a local level. The model agreement with respect to such scheduling arrangements is set out below;

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE SCHEDULEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: The Hospital-

And: The Ontario Public Service Employees Union
(and it's Local 101)

This Model Agreement shall be part of the Collective Agreement between the parties herein, and shall apply to the employees described in Article 1 of the Model Agreement.

Article 1-Work Unit and Employees Covered

(Detailed and specific description of department and employees covered.)

Article 2 – Hours of Work

(Scheduling arrangement to be set out in this Article.)

Article 3 – Agreed Variation from the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 – Rest Periods

4.01 (a) 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 3.75 hours worked.

Article 5 – Meal Periods

5.01 (The length of the meal period to be determined locally.)

Article 6 – Local Provisions

(Local provisions related to these scheduling arrangements are to be set out in this Article and numbered in sequence.)

Term

This Agreement shall be (Specify Term)

Either party may, on written notice of (days, weeks) to the other party, terminate this Agreement notwithstanding the above specified term.

Dated this _____ day of _____, 20_____.

FOR THE UNION

FOR THE EMPLOYER

ARTICLE 31 – RETROACTIVITY OF WAGES

28.01 Current employees on staff, from the date of either ratification of the settlement or interest arbitration award, will be paid retroactivity, within four (4) full pay periods, from the date of the ratification of the settlement or date of interest arbitration award, on the basis of hours paid.

Retroactivity shall be paid on wage increases, including any payments based on the wage rate (for example, the percentage in lieu of benefits, vacation pay, and SUB).

The Hospital will contact former employees at their last known address on record with the hospital, within four (4) full pay periods from the date of ratification of settlement or date of interest arbitration award, to advise them of their entitlement to retroactivity.

Former employees will have a period of four (4) full pay periods from the date of the notice to claim such retroactivity and, if they fail to make a claim within the four (4) full pay periods, their claim will be deemed abandoned.

WAGES

See attached Schedule "A"

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their duly authorized signing officers at Windsor, Ontario, this 10th day of

July 2018 9 AM

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
Tom Dunmore
M. Buchanan

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

SCHEDULE "A"

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H602F/H602P	Audiologist MA	April 1, 2015	Start	\$36.42	\$38.41	\$40.40	\$42.41	\$44.40	\$46.39				
		April 1, 2016	1.4%	\$36.93	\$38.95	\$40.97	\$43.00	\$45.02	\$47.04				
		April 1, 2017	1.4%	\$37.45	\$39.50	\$41.54	\$43.60	\$45.65	\$47.70				
		April 1, 2018	1.4%	\$37.97	\$40.05	\$42.12	\$44.21	\$46.29	\$48.37				
H612F/H612P	CV Tech's I Stress & Holter	April 1, 2015	Start	\$27.67	\$28.72	\$29.75	\$30.83	\$31.87					
		April 1, 2016	1.4%	\$28.06	\$29.12	\$30.17	\$31.26	\$32.32					
		April 1, 2017	1.4%	\$28.45	\$29.53	\$30.59	\$31.70	\$32.77					
		April 1, 2018	1.4%	\$28.85	\$29.94	\$31.02	\$32.14	\$33.23					
H240F/H240P	Non-Registered EKG Technologist	April 1, 2015	Start	\$25.62	\$26.59	\$27.55	\$28.55						
		April 1, 2016	1.4%	\$25.98	\$26.96	\$27.94	\$28.95						
		April 1, 2017	1.4%	\$26.34	\$27.34	\$28.33	\$29.36						
		April 1, 2018	1.4%	\$26.71	\$27.72	\$28.73	\$29.77						
H613F/H613P	CV Tech's II Echocardiography	April 1, 2015	Start	\$29.29	\$30.40	\$31.52	\$32.63	\$33.74					
		April 1, 2016	1.4%	\$29.70	\$30.83	\$31.96	\$33.09	\$34.21					
		April 1, 2017	1.4%	\$30.12	\$31.26	\$32.41	\$33.55	\$34.69					
		April 1, 2018	1.4%	\$30.54	\$31.70	\$32.86	\$34.02	\$35.18					

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H618F	Registered EEG Technologist	April 1, 2015	Start	\$29.29	\$30.40	\$31.52	\$32.63	\$33.74					
		April 1, 2016	1.4%	\$29.70	\$30.83	\$31.96	\$33.09	\$34.21					
		April 1, 2017	1.4%	\$30.12	\$31.26	\$32.41	\$33.55	\$34.69					
		April 1, 2018	1.4%	\$30.54	\$31.70	\$32.86	\$34.02	\$35.18					
H230F/H230P	Non-Reg EEG Technologist	April 1, 2015	Start	\$24.86	\$25.82	\$26.76	\$27.72	\$28.66					
		April 1, 2016	1.4%	\$25.21	\$26.18	\$27.13	\$28.11	\$29.06					
		April 1, 2017	1.4%	\$25.56	\$26.55	\$27.51	\$28.50	\$29.47					
		April 1, 2018	1.4%	\$25.92	\$26.92	\$27.90	\$28.90	\$29.88					
H617F	Lead EEG/Echo Techologist <i>**8% above EEG/Echo Technologist Maximum Rate</i>	April 1, 2015		\$36.43									
		April 1, 2016		\$36.95									
		April 1, 2017		\$37.47									
		April 1, 2018		\$37.99									
H614F/H614P	CV Tech's III Echo, Stress, Holter	April 1, 2015	Start	\$30.03	\$31.20	\$32.50	\$33.79	\$35.08	\$36.39	\$37.68	\$38.95	\$41.48	
		April 1, 2016	1.4%	\$30.45	\$31.64	\$32.96	\$34.26	\$35.57	\$36.90	\$38.21	\$39.50	\$42.06	
		April 1, 2017	1.4%	\$30.88	\$32.08	\$33.42	\$34.74	\$36.07	\$37.42	\$38.74	\$40.05	\$42.65	
		April 1, 2018	1.4%	\$31.31	\$32.53	\$33.89	\$35.23	\$36.57	\$37.94	\$39.28	\$40.61	\$43.25	
H605F/H605P	Chaplain I	April 1, 2015	Start	\$29.80	\$31.19	\$32.59	\$34.01	\$35.40					
		April 1, 2016	1.4%	\$30.22	\$31.63	\$33.05	\$34.49	\$35.90					
		April 1, 2017	1.4%	\$30.64	\$32.07	\$33.51	\$34.97	\$36.40					
		April 1, 2018	1.4%	\$31.07	\$32.52	\$33.98	\$35.46	\$36.91					

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	
H606F	Chaplain II	April 1, 2015	Start	\$31.93	\$33.67	\$35.43	\$37.18	\$38.93	\$40.68					
		April 1, 2016	1.4%	\$32.38	\$34.14	\$35.93	\$37.70	\$39.48	\$41.25					
		April 1, 2017	1.4%	\$32.83	\$34.62	\$36.43	\$38.23	\$40.03	\$41.83					
		April 1, 2018	1.4%	\$33.29	\$35.10	\$36.94	\$38.77	\$40.59	\$42.42					
H608F/H608P	Child Life Specialist	April 1, 2015	Start	\$29.79	\$30.83	\$31.86	\$32.95	\$33.98						
		April 1, 2016	1.4%	\$30.21	\$31.26	\$32.31	\$33.41	\$34.46						
		April 1, 2017	1.4%	\$30.63	\$31.70	\$32.76	\$33.88	\$34.94						
		April 1, 2018	1.4%	\$31.06	\$32.14	\$33.22	\$34.35	\$35.43						
H610F/H610P	Communicative Disorders Assistant	April 1, 2015	Start	\$24.86	\$25.82	\$26.76	\$27.72	\$28.66						
		April 1, 2016	1.4%	\$25.21	\$26.18	\$27.13	\$28.11	\$29.06						
		April 1, 2017	1.4%	\$25.56	\$26.55	\$27.51	\$28.50	\$29.47						
		April 1, 2018	1.4%	\$25.92	\$26.92	\$27.90	\$28.90	\$29.88						
H621F/H621P	Dietitian	April 1, 2015	Start	\$31.92	\$33.67	\$35.43	\$37.17	\$38.93	\$40.68					
		April 1, 2016	1.4%	\$32.37	\$34.14	\$35.93	\$37.69	\$39.48	\$41.25					
		April 1, 2017	1.4%	\$32.82	\$34.62	\$36.43	\$38.22	\$40.03	\$41.83					
		April 1, 2018	1.4%	\$33.28	\$35.10	\$36.94	\$38.76	\$40.59	\$42.42					
H622F	Lead Dietitian	April 1, 2015		\$43.95										
		** 8% above Dietitian Maximum Rate		\$44.55										
				\$45.18										
				\$45.81										

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H620F	Non-Registered Dietitian <i>** 8% below Dietitian Start Rate</i>	April 1, 2015		\$29.59									
		April 1, 2016		\$29.78									
		April 1, 2017		\$30.19									
		April 1, 2018		\$30.62									
H623F	Discharge Planner	April 1, 2015	Start	\$30.41	\$31.60	\$33.22	\$34.92	\$36.57	\$38.63	\$40.68	\$42.77	\$45.71	
		April 1, 2016	1.4%	\$30.84	\$32.04	\$33.69	\$35.41	\$37.08	\$39.17	\$41.25	\$43.37	\$46.35	
		April 1, 2017	1.4%	\$31.27	\$32.49	\$34.16	\$35.91	\$37.60	\$39.72	\$41.83	\$43.98	\$47.00	
		April 1, 2018	1.4%	\$31.71	\$32.94	\$34.64	\$36.41	\$38.13	\$40.28	\$42.42	\$44.60	\$47.66	
H627F/H627P	Infant Hearing Screening Assistant	April 1, 2015	Start	\$20.98	\$21.78	\$22.56	\$23.36	\$24.16					
		April 1, 2016	1.4%	\$21.27	\$22.08	\$22.88	\$23.69	\$24.50					
		April 1, 2017	1.4%	\$21.57	\$22.39	\$23.20	\$24.02	\$24.84					
		April 1, 2018	1.4%	\$21.87	\$22.70	\$23.52	\$24.36	\$25.19					
H630F/H630P	Kinesiologist	April 1, 2015	Start	\$31.93	\$33.67	\$35.43	\$37.18	\$38.93	\$40.68				
		April 1, 2016	1.4%	\$32.38	\$34.14	\$35.93	\$37.70	\$39.48	\$41.25				
		April 1, 2017	1.4%	\$32.83	\$34.62	\$36.43	\$38.23	\$40.03	\$41.83				
		April 1, 2018	1.4%	\$33.29	\$35.10	\$36.94	\$38.77	\$40.59	\$42.42				
H632F	Learning Consultant	April 1, 2015	Start	\$34.24	\$35.76	\$37.27	\$38.79	\$40.30					
		April 1, 2016	1.4%	\$34.72	\$36.26	\$37.79	\$39.33	\$40.86					
		April 1, 2017	1.4%	\$35.21	\$36.77	\$38.32	\$39.88	\$41.43					
		April 1, 2018	1.4%	\$35.70	\$37.28	\$38.86	\$40.44	\$42.01					

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H245F/H245P	Laboratory Assistant	April 1, 2015	Start	\$24.87	\$25.83	\$26.76	\$27.72	\$28.66					
		April 1, 2016	1.4%	\$25.22	\$26.19	\$27.13	\$28.11	\$29.06					
		April 1, 2017	1.4%	\$25.57	\$26.56	\$27.51	\$28.50	\$29.47					
		April 1, 2018	1.4%	\$25.93	\$26.93	\$27.90	\$28.90	\$29.88					
H211F/H211P	Medical Radiation Technologist (X-Ray & CT)	April 1, 2015	Start	\$30.03	\$31.20	\$32.50	\$33.79	\$35.08	\$36.39	\$37.68	\$38.95	\$40.27	
		April 1, 2016	1.4%	\$30.45	\$31.64	\$32.96	\$34.26	\$35.57	\$36.90	\$38.21	\$39.50	\$40.83	
		April 1, 2017	1.4%	\$30.88	\$32.08	\$33.42	\$34.74	\$36.07	\$37.42	\$38.74	\$40.05	\$41.40	
		April 1, 2018	1.4%	\$31.31	\$32.53	\$33.89	\$35.23	\$36.57	\$37.94	\$39.28	\$40.61	\$41.98	
H242F	Lead Medical Radiation Technologist <i>** 8% above MRT Maximum Rate</i>	April 1, 2015		\$43.49									
		April 1, 2016		\$44.10									
		April 1, 2017		\$44.71									
		April 1, 2018		\$45.34									
H210F/H210P	Medical Laboratory Technologist	April 1, 2015	Start	\$30.03	\$31.20	\$32.50	\$33.79	\$35.08	\$36.39	\$37.68	\$38.95	\$40.27	
		April 1, 2016	1.4%	\$30.45	\$31.64	\$32.96	\$34.26	\$35.57	\$36.90	\$38.21	\$39.50	\$40.83	
		April 1, 2017	1.4%	\$30.88	\$32.08	\$33.42	\$34.74	\$36.07	\$37.42	\$38.74	\$40.05	\$41.40	
		April 1, 2018	1.4%	\$31.31	\$32.53	\$33.89	\$35.23	\$36.57	\$37.94	\$39.28	\$40.61	\$41.98	
H212F/H212P	Lead Medical Laboratory Technologist <i>** 8% above MLT Maximum Rate</i>	April 1, 2015		\$43.49									
		April 1, 2016		\$44.10									
		April 1, 2017		\$44.71									
		April 1, 2018		\$45.34									

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H638F/H638P	Registered MRI Technologist	April 1, 2015	Start	\$30.03	\$31.20	\$32.50	\$33.79	\$35.08	\$36.39	\$37.68	\$38.95	\$41.48	
		April 1, 2016	1.4%	\$30.45	\$31.64	\$32.96	\$34.26	\$35.57	\$36.90	\$38.21	\$39.50	\$42.06	
		April 1, 2017	1.4%	\$30.88	\$32.08	\$33.42	\$34.74	\$36.07	\$37.42	\$38.74	\$40.05	\$42.65	
		April 1, 2018	1.4%	\$31.31	\$32.53	\$33.89	\$35.23	\$36.57	\$37.94	\$39.28	\$40.61	\$43.25	
H619F	Lead MRI Technologist	April 1, 2015		\$44.80									
		April 1, 2016											
			** 8% above MRI Tech Maximum Rate	\$45.42									
		April 1, 2017		\$46.06									
		April 1, 2018		\$46.71									
H220F/H220P	Registered Ultrasound Technologist	April 1, 2015	Start	\$30.03	\$31.20	\$32.50	\$33.79	\$35.08	\$36.39	\$37.68	\$38.95	\$41.48	
		April 1, 2016	1.4%	\$30.45	\$31.64	\$32.96	\$34.26	\$35.57	\$36.90	\$38.21	\$39.50	\$42.06	
		April 1, 2017	1.4%	\$30.88	\$32.08	\$33.42	\$34.74	\$36.07	\$37.42	\$38.74	\$40.05	\$42.65	
		April 1, 2018	1.4%	\$31.31	\$32.53	\$33.89	\$35.23	\$36.57	\$37.94	\$39.28	\$40.61	\$43.25	
H243F	Lead Ultrasound Technologist	April 1, 2015		\$44.80									
		April 1, 2016											
			** 8% above U/S Tech Maximum Rate	\$45.42									
		April 1, 2017		\$46.06									
		April 1, 2018		\$46.71									
H244P	Non-Registered Ultrasound Technologist	April 1, 2015		\$27.62									
		April 1, 2016		\$28.01									
		April 1, 2017		\$28.41									
		April 1, 2018		\$28.81									

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H607F/H607P	Ultrasound Tech Aide	April 1, 2015	Start	\$24.87	\$25.82	\$26.76	\$27.72	\$28.66					
		April 1, 2016	1.4%	\$25.22	\$26.18	\$27.13	\$28.11	\$29.06					
		April 1, 2017	1.4%	\$25.57	\$26.55	\$27.51	\$28.50	\$29.47					
		April 1, 2018	1.4%	\$25.93	\$26.92	\$27.90	\$28.90	\$29.88					
H609F/H609P	Cardiac Device Tehnologist	April 1, 2015	Start	\$30.03	\$31.20	\$32.50	\$33.79	\$35.08	\$36.39	\$37.68	\$38.95	\$41.48	
		April 1, 2016	1.4%	\$30.45	\$31.64	\$32.96	\$34.26	\$35.57	\$36.90	\$38.21	\$39.50	\$42.06	
		April 1, 2017	1.4%	\$30.88	\$32.08	\$33.42	\$34.74	\$36.07	\$37.42	\$38.74	\$40.05	\$42.65	
		April 1, 2018	1.4%	\$31.31	\$32.53	\$33.89	\$35.23	\$36.57	\$37.94	\$39.28	\$40.61	\$43.25	
H611F	Clinical Instructor	April 1, 2015	Start	\$30.32	\$31.69	\$33.07	\$34.44	\$35.82	\$37.20	\$38.55	\$39.95	\$41.29	\$42.68
		April 1, 2016	1.4%	\$30.74	\$32.13	\$33.53	\$34.92	\$36.32	\$37.72	\$39.09	\$40.51	\$41.87	\$43.28
		April 1, 2017	1.4%	\$31.17	\$32.58	\$34.00	\$35.41	\$36.83	\$38.25	\$39.64	\$41.08	\$42.46	\$43.89
		April 1, 2018	1.4%	\$31.61	\$33.04	\$34.48	\$35.91	\$37.35	\$38.79	\$40.19	\$41.66	\$43.05	\$44.50
H633F/H633P	Multi Media Specialists	April 1, 2015	Start	\$27.67	\$28.72	\$29.75	\$30.83	\$31.87					
		April 1, 2016	1.4%	\$28.06	\$29.12	\$30.17	\$31.26	\$32.32					
		April 1, 2017	1.4%	\$28.45	\$29.53	\$30.59	\$31.70	\$32.77					
		April 1, 2018	1.4%	\$28.85	\$29.94	\$31.02	\$32.14	\$33.23					
H635F/H635P	Nuclear Medicine Technologist	April 1, 2015	Start	\$30.03	\$31.20	\$32.50	\$33.79	\$35.08	\$36.39	\$37.68	\$38.95	\$41.48	
		April 1, 2016	1.4%	\$30.45	\$31.64	\$32.96	\$34.26	\$35.57	\$36.90	\$38.21	\$39.50	\$42.06	
		April 1, 2017	1.4%	\$30.88	\$32.08	\$33.42	\$34.74	\$36.07	\$37.42	\$38.74	\$40.05	\$42.65	
		April 1, 2018	1.4%	\$31.31	\$32.53	\$33.89	\$35.23	\$36.57	\$37.94	\$39.28	\$40.61	\$43.25	

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H637F	Lead Nuclear Medicine Technologist <i>** 8% above NM Tech Maximum Rate</i>	April 1, 2015		\$44.80									
		April 1, 2016		\$45.42									
		April 1, 2017		\$46.06									
		April 1, 2018		\$46.71									
H636F	Non-Registered Nuclear Medicine Technologist <i>** 8% below NM Tech Start Rate</i>	April 1, 2015		\$27.62									
		April 1, 2016		\$28.01									
		April 1, 2017		\$28.41									
		April 1, 2018		\$28.81									
H215F/H215P	Radio Isotope Technician	April 1, 2015	Start	\$27.67	\$28.72	\$29.75	\$30.84	\$31.86					
		April 1, 2016	1.4%	\$28.06	\$29.12	\$30.17	\$31.27	\$32.31					
		April 1, 2017	1.4%	\$28.45	\$29.53	\$30.59	\$31.71	\$32.76					
		April 1, 2018	1.4%	\$28.85	\$29.94	\$31.02	\$32.15	\$33.22					
H650F/H650P	Registered Occupational Therapist	April 1, 2015	Start	\$37.32	\$38.64	\$39.96	\$41.29	\$42.59	\$43.91				
		April 1, 2016	1.4%	\$37.84	\$39.18	\$40.52	\$41.87	\$43.19	\$44.52				
		April 1, 2017	1.4%	\$38.37	\$39.73	\$41.09	\$42.46	\$43.79	\$45.14				
		April 1, 2018	1.4%	\$38.91	\$40.29	\$41.67	\$43.05	\$44.40	\$45.77				
H652F	Lead Occupational Therapist <i>** 8% above OT Maximum Rate</i>	April 1, 2015		\$47.43									
		April 1, 2016		\$48.08									
		April 1, 2017		\$48.75									
		April 1, 2018		\$49.43									

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H654F	Non-Registered Occupational Therapist <i>** 8% below OT Start Rate</i>	April 1, 2015		\$34.34									
		April 1, 2016		\$34.81									
		April 1, 2017		\$35.30									
		April 1, 2018		\$35.80									
H651F/H651P	Registered Physiotherapist	April 1, 2015	Start	\$37.32	\$38.64	\$39.96	\$41.29	\$42.59	\$43.91				
		April 1, 2016	1.4%	\$37.84	\$39.18	\$40.52	\$41.87	\$43.19	\$44.52				
		April 1, 2017	1.4%	\$38.37	\$39.73	\$41.09	\$42.46	\$43.79	\$45.14				
		April 1, 2018	1.4%	\$38.91	\$40.29	\$41.67	\$43.05	\$44.40	\$45.77				
H653F	Lead Physiotherapist <i>** 8% above PT Maximum Rate</i>	April 1, 2015		\$47.43									
		April 1, 2016		\$48.08									
		April 1, 2017		\$48.75									
		April 1, 2018		\$49.43									
H655F/H655C	Non-Registered Physiotherapist <i>** 8% below PT Start Rate</i>	April 1, 2015		\$34.34									
		April 1, 2016		\$34.81									
		April 1, 2017		\$35.30									
		April 1, 2018		\$35.80									
H639F/H639P	Orthopedic Technologist	April 1, 2015	Start	\$27.67	\$28.72	\$29.75	\$30.83	\$31.87					
		April 1, 2016	1.4%	\$28.06	\$29.12	\$30.17	\$31.26	\$32.32					
		April 1, 2017	1.4%	\$28.45	\$29.53	\$30.59	\$31.70	\$32.77					
		April 1, 2018	1.4%	\$28.85	\$29.94	\$31.02	\$32.14	\$33.23					

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H624F/H624P	Pathologist Assistant	February 5, 2017	Start	\$36.41	\$37.85	\$39.30	\$40.75	\$42.22	\$43.63	\$46.47			
		April 1, 2017	1.4%	\$36.92	\$38.38	\$39.85	\$41.32	\$42.81	\$44.24	\$47.12			
		April 1, 2018	1.4%	\$37.44	\$38.92	\$40.41	\$41.90	\$43.41	\$44.86	\$47.78			
H626P New	Pathologist's Assistant - Non Certified <i>** 8% below PA Start Rate</i>	April 1, 2017		\$33.97									
		April 1, 2018		\$34.44									
H640F/H640P H640C	Pharmacist (Licensed)	April 1, 2015	Start	\$50.00	\$51.32	\$52.63	\$53.95						
		April 1, 2016	1.4%	\$50.70	\$52.04	\$53.37	\$54.71						
		April 1, 2017	1.4%	\$51.41	\$52.77	\$54.12	\$55.48						
		April 1, 2018	1.4%	\$52.13	\$53.51	\$54.88	\$56.26						
H642F/H642P	Clinical Pharmacy Specialist	April 1, 2015	Start	\$53.13	\$54.64	\$56.15	\$57.67						
		April 1, 2016	1.4%	\$53.87	\$55.40	\$56.94	\$58.48						
		April 1, 2017	1.4%	\$54.62	\$56.18	\$57.74	\$59.30						
		April 1, 2018	1.4%	\$55.38	\$56.97	\$58.55	\$60.13						
H656F	Lead Pharmacist <i>** 8% above Pharmacist Maximum Rate</i>	April 1, 2015		\$58.27									
		April 1, 2016		\$59.09									
		April 1, 2017		\$59.92									
		April 1, 2018		\$60.76									

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H641F/H641P	Pharmacy Intern Graduate (Non-Registered) <i>** 8% below Pharmacist Start Rate</i>	April 1, 2015		\$46.00									
		April 1, 2016		\$46.64									
		April 1, 2017		\$47.30									
		April 1, 2018		\$47.96									
H644F/H644P	Pharmacy Technician (Diploma)	April 1, 2015	Start	\$24.86	\$25.82	\$26.76	\$27.72	\$28.66					
		April 1, 2016	1.4%	\$25.21	\$26.18	\$27.13	\$28.11	\$29.06					
		April 1, 2017	1.4%	\$25.56	\$26.55	\$27.51	\$28.50	\$29.47					
		April 1, 2018	1.4%	\$25.92	\$26.92	\$27.90	\$28.90	\$29.88					
H690F/H690P	Psychologist I (Ph.D.)	April 1, 2015	Start	\$50.15	\$52.90	\$55.65	\$58.41	\$61.16	\$63.92				
		April 1, 2016	1.4%	\$50.85	\$53.64	\$56.43	\$59.23	\$62.02	\$64.81				
		April 1, 2017	1.4%	\$51.56	\$54.39	\$57.22	\$60.06	\$62.89	\$65.72				
		April 1, 2018	1.4%	\$52.28	\$55.15	\$58.02	\$60.90	\$63.77	\$66.64				
H692F/H692P	Psychometrist I (Hon.B.A.)	April 1, 2015	Start	\$31.93	\$33.67	\$35.43	\$37.18	\$38.93	\$40.68				
		April 1, 2016	1.4%	\$32.38	\$34.14	\$35.93	\$37.70	\$39.48	\$41.25				
		April 1, 2017	1.4%	\$32.83	\$34.62	\$36.43	\$38.23	\$40.03	\$41.83				
		April 1, 2018	1.4%	\$33.29	\$35.10	\$36.94	\$38.77	\$40.59	\$42.42				
H615F/H615P	Pulmonary Function Tech	April 1, 2015	Start	\$25.11	\$25.98	\$26.87	\$27.76	\$28.63					
		April 1, 2016	1.4%	\$25.46	\$26.34	\$27.25	\$28.15	\$29.03					
		April 1, 2017	1.4%	\$25.82	\$26.71	\$27.63	\$28.54	\$29.44					
		April 1, 2018	1.4%	\$26.18	\$27.08	\$28.02	\$28.94	\$29.85					

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H665F/H665P	Registered Respiratory Therapist	April 1, 2015	Start	\$30.03	\$31.20	\$32.50	\$33.79	\$35.08	\$36.39	\$37.68	\$38.95	\$41.48	
		April 1, 2016	1.4%	\$30.45	\$31.64	\$32.96	\$34.26	\$35.57	\$36.90	\$38.21	\$39.50	\$42.06	
		April 1, 2017	1.4%	\$30.88	\$32.08	\$33.42	\$34.74	\$36.07	\$37.42	\$38.74	\$40.05	\$42.65	
		April 1, 2018	1.4%	\$31.31	\$32.53	\$33.89	\$35.23	\$36.57	\$37.94	\$39.28	\$40.61	\$43.25	
H666F	Non-Registered Respiratory Therapist <i>** 8% below RT Start Rate</i>	April 1, 2015		\$27.62									
		April 1, 2016		\$28.01									
		April 1, 2017		\$28.41									
		April 1, 2018		\$28.81									
H616F/H616P	Polysomnographic Technologist	April 1, 2015	Start	\$32.41	\$33.56	\$34.70	\$35.84	\$36.98	\$38.13	\$39.25	\$40.36	\$42.83	
		April 1, 2016	1.4%	\$32.86	\$34.03	\$35.19	\$36.34	\$37.50	\$38.66	\$39.80	\$40.93	\$43.43	
		April 1, 2017	1.4%	\$33.32	\$34.51	\$35.68	\$36.85	\$38.03	\$39.20	\$40.36	\$41.50	\$44.04	
		April 1, 2018	1.4%	\$33.79	\$34.99	\$36.18	\$37.37	\$38.56	\$39.75	\$40.93	\$42.08	\$44.66	
H217F/H217P	Cyto Tech	April 1, 2015	Start	\$30.03	\$31.20	\$32.50	\$33.79	\$35.08	\$36.39	\$37.68	\$38.95	\$40.27	
		April 1, 2016	1.4%	\$30.45	\$31.64	\$32.96	\$34.26	\$35.57	\$36.90	\$38.21	\$39.50	\$40.83	
		April 1, 2017	1.4%	\$30.88	\$32.08	\$33.42	\$34.74	\$36.07	\$37.42	\$38.74	\$40.05	\$41.40	
		April 1, 2018	1.4%	\$31.31	\$32.53	\$33.89	\$35.23	\$36.57	\$37.94	\$39.28	\$40.61	\$41.98	
H677F/H677P	Speech Therapist M.A.	April 1, 2015	Start	\$36.41	\$38.41	\$40.40	\$42.41	\$44.40	\$46.40				
		April 1, 2016	1.4%	\$36.92	\$38.95	\$40.97	\$43.00	\$45.02	\$47.05				
		April 1, 2017	1.4%	\$37.44	\$39.50	\$41.54	\$43.60	\$45.65	\$47.71				
		April 1, 2018	1.4%	\$37.96	\$40.05	\$42.12	\$44.21	\$46.29	\$48.38				

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H679F	Lead Speech Therapist M.A. <i>** 8% above Speech Therapist Maximum Rate</i>	April 1, 2015		\$50.11									
		April 1, 2016		\$50.81									
		April 1, 2017		\$51.53									
		April 1, 2018		\$52.25									
H676F/H676P	Non-Registered Speech Therapist <i>** 8% below Speech Therapist Start Rate</i>	April 1, 2015		\$33.51									
		April 1, 2016		\$33.97									
		April 1, 2017		\$34.44									
		April 1, 2018		\$34.92									
H670F/H670P	Social Worker I (B.S.W.)	April 1, 2015	Start	\$31.93	\$33.67	\$35.43	\$37.18	\$38.93	\$40.68				
		April 1, 2016	1.4%	\$32.38	\$34.14	\$35.93	\$37.70	\$39.48	\$41.25				
		April 1, 2017	1.4%	\$32.83	\$34.62	\$36.43	\$38.23	\$40.03	\$41.83				
		April 1, 2018	1.4%	\$33.29	\$35.10	\$36.94	\$38.77	\$40.59	\$42.42				
H671F/H671P	Social Worker II (M.S.W.)	April 1, 2015	Start	\$36.41	\$38.41	\$40.40	\$42.41	\$44.40	\$46.40				
		April 1, 2016	1.4%	\$36.92	\$38.95	\$40.97	\$43.00	\$45.02	\$47.05				
		April 1, 2017	1.4%	\$37.44	\$39.50	\$41.54	\$43.60	\$45.65	\$47.71				
		April 1, 2018	1.4%	\$37.96	\$40.05	\$42.12	\$44.21	\$46.29	\$48.38				
H664F/H664P	Mental Health Counsellor	April 1, 2015	Start	\$23.84	\$24.80	\$25.76	\$26.71	\$27.66	\$28.61				
		April 1, 2016	1.4%	\$24.17	\$25.15	\$26.12	\$27.08	\$28.05	\$29.01				
		April 1, 2017	1.4%	\$24.51	\$25.50	\$26.49	\$27.46	\$28.44	\$29.42				
		April 1, 2018	1.4%	\$24.85	\$25.86	\$26.86	\$27.84	\$28.84	\$29.83				

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H668F/H668P	Anesthesia Assistant	April 1, 2015	Start	\$36.41	\$37.85	\$39.30	\$40.75	\$42.22	\$43.63	\$46.47			
		April 1, 2016	1.4%	\$36.92	\$38.38	\$39.85	\$41.32	\$42.81	\$44.24	\$47.12			
		April 1, 2017	1.4%	\$37.44	\$38.92	\$40.41	\$41.90	\$43.41	\$44.86	\$47.78			
		April 1, 2018	1.4%	\$37.96	\$39.46	\$40.98	\$42.49	\$44.02	\$45.49	\$48.45			

LETTER OF UNDERSTANDING #1

BETWEEN

**WINDSOR REGIONAL HOSPITAL
(herein referred to as "the Employer")**

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU) Local 101**

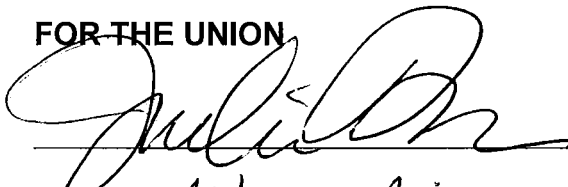
(hereinafter referred to as "the Union")


RE: PAY EQUITY

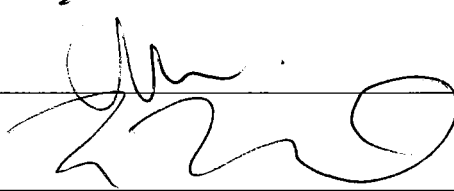
The Parties agree to meet within sixty (60) days of the Award to discuss their obligations under the Pay Equity Act.


Renewed this 10th day of July, 2018 in the City of Windsor.

FOR THE UNION




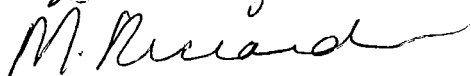







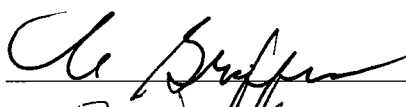
M. Buchanan




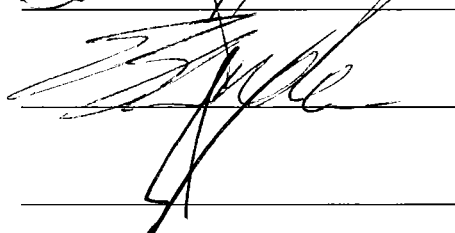


FOR THE EMPLOYER









LETTER OF UNDERSTANDING #2

BETWEEN

**WINDSOR REGIONAL HOSPITAL
(herein referred to as "the Employer")**

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU) Local 101**

(hereinafter referred to as "the Union")

RE: TECH CHECK PROGRAM

Whereas Appendix A of the Collective Agreement between the Hospital and the Union identifies the salary ranges for the recognized classifications within the bargaining unit represented by the Union; and

Whereas the responsibility allowance for "Tech Checks" is not outlined or identified in Appendix A of the Collective Agreement; and

The Hospital and the Union each agree with the other to the following terms and conditions:


1. The Hospital and the Union agree that the "Tech Check" Program has been implemented in the Pharmacy Department.
2. All new regular full-time and part time Pharmacy Technicians hired after the date of the award will be required to complete the "Tech Checks" in accordance with the terms of the Program and will have the training completed within one (1) year of hire. Upon the attainment of the competencies required, the Pharmacy Technician shall receive a responsibility allowance of one dollar and twenty-five cents (\$1.25) per hour worked, which will be paid as a premium on top of his or her base wage rate.
3. All current regular full-time and part time Pharmacy Technicians who have not received training, will be trained and completed within six (6) months of the date of the award.


This letter reflects the understanding reached between the Hospital and the Union during their most recent contract negotiations.

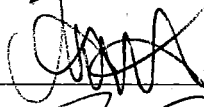
Agreed this _____ day of November, 2016 in the City of Windsor.

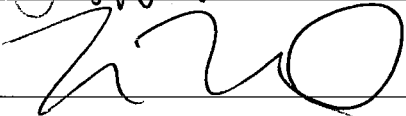
Renewed this 10th day of July, 2018 in the City of Windsor.

FOR THE UNION










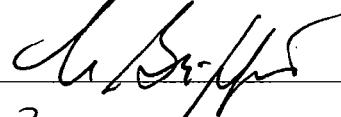
Lorrie Darnore


M. Buchanan

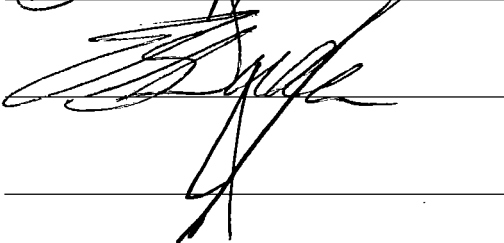
Lisa Magel

FOR THE EMPLOYER









LETTER OF UNDERSTANDING #3

BETWEEN

Windsor Regional Hospital

(herein referred to as "the Employer")

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU) Local 101**

(hereinafter referred to as "the Union")

RE: ARTICLE 16: PART-TIME EMPLOYEES – FROZEN "SICK LEAVE BANKS"

WHEREAS the Hospital and the Union agree that effective May 29th, 2004, all existing sick leave plans for part-time employees employed by the Hospital on April 1st, 2004 (the "Part-Time Employees) shall be terminated pursuant to Article 16.03(a) of the collective agreement between the Hospital and the Union (the "collective agreement");

AND WHEREAS the parties agreed to amend Article 16.03 of the collective agreement to provide for the sick leave credits of the Part-time Employees to be converted to a frozen, "sick leave bank";

NOW THEREFORE the parties agree as follows:

1. Frozen Sick Leave Bank

- (a) Effective May 29th, 2004 all existing sick leave plans for Part-Time Employees will be terminated and the Part-Time Employees will no longer be entitled to accrue sick leave credits. As of May 29th, 2004, any existing sick leave credits for Part-Time Employees will be converted to a frozen, "sick leave bank" to the credit of the Part-Time Employees. The amount of a Part-Time Employee's frozen sick leave bank will be calculated at the maximum payout provided under the collective agreement [i.e. five years' service – 50%], regardless of the Part-Time Employee's number of years of service. Where a Part-Time Employee has unused sick leave credits accumulated prior to September 1st, 1974, the amount of her/his frozen sick leave bank will be calculated in accordance with the collective agreement.

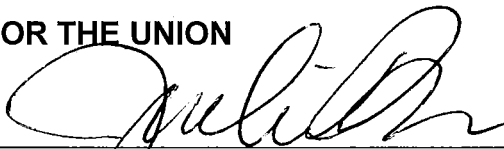
(b) Part-Time Employees will be entitled to a payout of their frozen sick leave bank on termination of their employment or in the case of death, to the Part-Time Employees' estate. However, if at the time of termination of employment or death of the Part-Time Employee, the Part-Time Employee does not have the required number of years of service to be eligible for the maximum payout, the Part-Time Employee's frozen sick leave bank will be recalculated in accordance with the collective agreement based on the Part-Time Employee's actual years of service.

(c) Notwithstanding paragraph (a) and (b) above, Part-Time Employees may choose to use their frozen sick leave bank (as described in paragraph (a) above) until it is depleted, as paid sick time to be drawn on, in accordance with the terms and conditions of the collective agreement, during their period of employment with the Hospital.

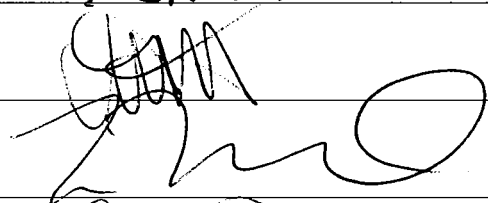
2. A list identifying the Part-Time Employees with a frozen sick leave bank along with the amount of the frozen sick leave bank will be signed off by both parties and appended to this letter of understanding.

Renewed this 10th day of July, 2018 ^{9th} in the City of Windsor.

FOR THE UNION







Lorrie Dammore

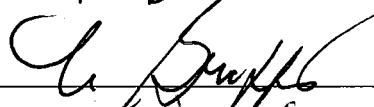
M. Buchanan

Lera Magrad

M. Richard

FOR THE EMPLOYER









LETTER OF UNDERSTANDING #4

BETWEEN

**Windsor Regional Hospital
(herein referred to as "the Employer")**

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU) Local 101**

(hereinafter referred to as "the Union")

WHEREAS the Hospital and the Union are parties to a collective agreement which expires March 31st, 2006;

AND WHEREAS Chaplains are governed by this collective agreement;

AND WHEREAS the Hospital and the Union have met to discuss the Chaplain classifications as outlined in the Memorandum of Settlement to the collective agreement;

The parties hereby agree to the following adjustments to the Memorandum of Agreement with respect to the Chaplains:

1. The classifications of Chaplain (Degree) and Chaplain (Non-Degree) will be renamed to Chaplain II and Chaplain I respectively.
2. The parties further agree to the revised rates for Chaplain I and Chaplain II as attached to this Memorandum. For clarity, the Chaplain II rates will remain the same as those agreed to by the parties in the Memorandum of Settlement. The Chaplain I rates as attached are mid-way between the Chaplain II rates and the Chaplain (non-degree) rates agreed to by the parties in the Memorandum of Settlement of the collective agreement.
3. The parties further agree that the two employees with a Master's degree in Pastoral Ministry will be placed at the appropriate level within the Chaplain II classification.

The parties are in agreement that these employees will be "grandfathered" in the Chaplain II classification and will be dealt with in accordance to the memorandum of agreement signed March 24th, 2006.

4. For clarity, the parties are in agreement that these two (2) employees only will be placed within the Chaplain II classification and that when both vacate their positions the classification will become redundant.

LETTER OF UNDERSTANDING #5

BETWEEN

Windsor Regional Hospital

(herein referred to as "the Employer")

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU) Local 101**

(hereinafter referred to as "the Union")

RE: Integration for the Delivery of Health Services

The Participating Hospitals and OPSEU are determined to minimize the adverse impact of integration on employees. The parties agree that a standardized approach to Human Resources Adjustment Planning should be used. For this reason, OPSEU and the Participating Hospitals support the development of provincial standards or principles as described in the Joint Hospital Industry Labour Management Council letter to the Ministers of Health and Labour, dated March 23rd, 2006.

For the purposes of this letter of understanding, the parties agree that "integrate", "integration" and "health service provider" have the same meaning as defined in Bill 36, an *Act to Provide for the Integration of The Local System For The Delivery of Health Services*. Throughout this document, the words rationalization, consolidation or integration may be used interchangeably.

In the event of a rationalization of any part of the services of the Hospital with those of another hospital or hospitals, the Hospital and the Union agree to meet as soon as possible to discuss the impact of the rationalization and how this letter will be implemented. Although the Parties may be guided by the following principles, any agreement between the Parties will supersede any article listed below.

- (a) the Hospital shall notify affected employees and the Union as soon as a formal decision to rationalize or integrate is taken;
- (b) the Hospital shall provide the Union with pertinent financial and staffing information and a copy of any reorganization plans which impact on the bargaining unit related to the rationalization of services.
- (c) the Hospital and the Union shall begin discussions concerning the specifics of the rationalization forthwith after a decision to rationalize is taken.

- (d) as soon as possible in the course of developing a plan for the implementation of the rationalization, the Hospital shall notify affected employees and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected employees and the Union shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the rationalization;
- (e) if services in the Hospital are to be reduced or eliminated as the result of a rationalization, or if the employment of employees is otherwise to be affected, the Hospital shall prepare a list of the affected employees in order of seniority by jobs for which it considers such employees are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit;
- (f) if a rationalization is anticipated to result in a loss of employment for employees at another hospital by reason of the establishment of a new unit or department or the enlargement or extension of services at the Hospital:
 - (i) in the period before a rationalization takes place, where a permanent vacancy occurs and has not been filled after Article 13.01 has been complied with, the vacancy shall be filled by the senior qualified employee of the other hospital who wishes to make an early transfer. An employee taking such a position shall be treated as a transferring employee and not as a new hire;
 - (ii) when the rationalization takes place, and when employees formerly employed by the other hospital or hospitals involved are transferred to the Hospital, such employees shall maintain their seniority dates and shall be placed on seniority lists at the Hospital accordingly. Thereafter they shall exercise seniority rights in accordance with this agreement. Following implementation of the rationalization, no employee who has been transferred to the Hospital shall suffer a reduction in wages. If the wage grid in effect at the Hospital does not correspond to the grid in effect at the hospital at which such employees were formerly employed, employees whose wages were not identical to a wage step on the Hospital's grid shall be moved to the next higher step. Where the transferring employee's salary exceeds the range maximum, the employee's salary will be red circled;
 - (iii) employees who have been transferred to the Hospital shall be subject to the benefit plans of the Hospital in the manner provided under the collective agreement. The retention, modification or abandonment of pre-existing grandfathered benefits and the provisions of sick leave plans, to which employees who have been transferred to the Hospital were formerly subject, shall be negotiated between the Union and the Hospital. Employees who have been transferred to the Hospital shall retain their former level of vacation entitlement or shall be entitled to the level provided by this agreement, whichever is the greater;
 - (iv) hours of work shall be those of the Hospital;

- (v) an employee who has been transferred to the Hospital and who has not completed her or his probationary period at the Hospital where she or he was formerly employed shall receive credit for her or his service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by an employee who has been transferred to the Hospital.
- (g) Employees who are relocated or transferred to another Employer by the Hospital will retain their seniority and service at their original hospital for a twenty-four (24) month period. Employees relocated or transferred shall have the right to post for vacancies that arise, prior to or subsequent to the relocation or transfer, at their originating Hospital for that twenty-four (24) month period. If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated or transferred to another Employer.
- (h) Nothing in the foregoing shall be deemed to limit or restrict the parties' rights and obligations under the *Labour Relations Act, 1995* or the *Act To Provide for the Integration of the Local System for the Delivery of Health Services (Bill 36)*, as may be amended from time to time.
- (i) The parties may also wish to refer to the Service Rationalization/Employee Transfer Guidelines established by the Ontario Hospital Industry Labour Management Committee in 1986.

Renewed this 10th day of July, 2018 ^{9 AM} in the City of Windsor.

FOR THE UNION

FOR THE EMPLOYER

[Signature]
[Signature]
~~[Signature]~~
[Signature]
 Lorrie Dunmore
 M. Buchanan
 Lisa Maguire
 M. Renaud

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING #6

BETWEEN

Windsor Regional Hospital

(herein referred to as "the Employer")

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(OPSEU) Local 101

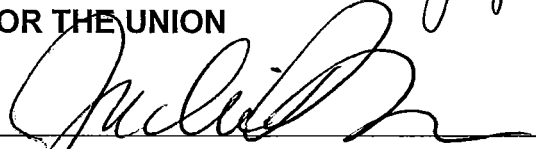


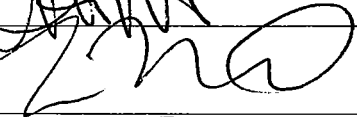
(hereinafter referred to as "the Union")

RE: Part-Time Voluntary Benefits


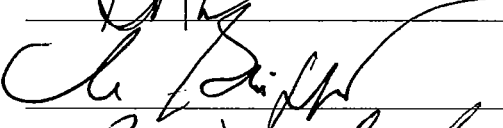
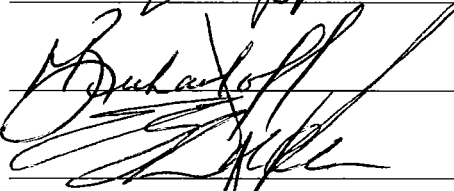
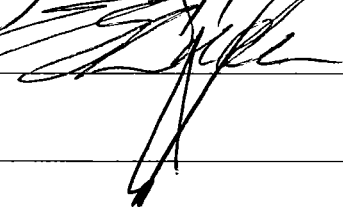
The Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 18 of the Collective Agreement. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

Renewed this 10th day of July, 2018 in the City of Windsor.

FOR THE UNION





Lorrie Dammere
Mr. Buchanan
Lisa Maguire
M. [unclear]

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #7

BETWEEN

Windsor Regional Hospital

(herein referred to as "the Employer")

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU) Local 101**

(hereinafter referred to as "the Union")

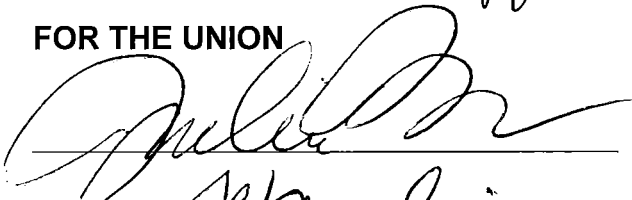
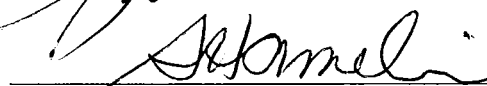
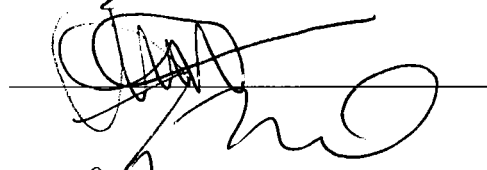

RE: Employee Abuse

The Hospital, with the Employee's consent, will inform the Union within three (3) days of any Employees who has been physically assaulted while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible. Updated statistics on numbers of staff assigned while performing work will be brought to each meeting of the Joint Health and Safety Committee.

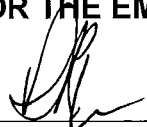
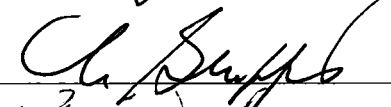
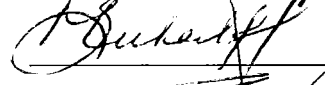

When an Employee in the exercise of his/her functions suffers damage to his/her personal belongings (clothing, watch, glasses, contact lenses or prosthesis, etc.), the employee can present her or his claim for replacement or repair of such belongings in writing to the Human Resources Department.

Renewed this 10th day of July, 2018 in the City of Windsor.

FOR THE UNION





Lorrie Dunmore
M. Buchanan
Lisa Maguire
M. Ruandi

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #8

BETWEEN

Windsor Regional Hospital

(herein referred to as "the Employer")

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU) Local 101**

(hereinafter referred to as "the Union")

RE: Health and Welfare Enrolment

During negotiations for the Collective Agreement, the parties discussed enrolment in the health and welfare benefits. The parties agree that for the term of this Collective Agreement, expiring March 31st, 2019, an employee who chooses to opt out of any Health and Welfare benefits shall be entitled to enroll in the benefits under any one of the following conditions:

1. A life changing event such as divorce or the death of a spouse; or
 - i) when an employee transfers from a part time classification to a full-time classification.

Once an employee elects to enroll in a benefit program pursuant to (1) or (ii) above, the Employee must remain enrolled in the benefit plan for a minimum of twenty four (24) months.

Renewed this 10th day of July, ^{2019 *gtr*} 2018 in the City of Windsor.

FOR THE UNION

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
Lorrie Dunmore
M. Buchanan

FOR THE EMPLOYER

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Lisa Masel
M. Ricciardi

LETTER OF UNDERSTANDING #9

BETWEEN

Windsor Regional Hospital

(herein referred to as "the Employer")

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU) Local 101**

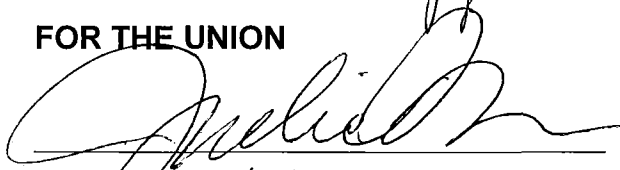

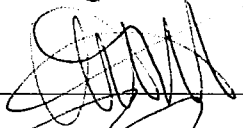
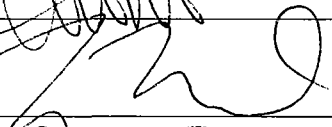
(hereinafter referred to as "the Union")

RE: Cross Training of All Employees

As it is in the best interests of the Hospital, the employees and the community in which the Hospital serves, the parties will meet within thirty (30) days of ratification/award of this Collective Agreement in order to discuss and determine a strategy/timeline for the cross training of all employees covered under this Collective Agreement.

Signed this 10th day of July, ²⁰¹⁹ ~~2018~~ in the City of Windsor.

FOR THE UNION





Lorrie Danmore
M. Buchanan
Lisa Magel
M. Muir

FOR THE EMPLOYER

