

COLLECTIVE AGREEMENT

BETWEEN

WINDSOR REGIONAL HOSPITAL

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
LOCAL 143**

Expiry Date - March 31, 2008

**WINDSOR REGIONAL HOSPITAL and ONTARIO PUBLIC SERVICE
EMPLOYEES UNION AGREEMENT – 1st April 2006 to 31st March 2008**

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AGREEMENT entered into this **11th day of April 2008**

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 143
(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, Supervisors and those above the rank of Supervisor, Interns and Students and Employees covered by subsisting collective agreements. For the sake of clarity, the expression "allied health professionals" includes both
- Addiction Counselors
 - Addiction Social Worker I
 - Audiologists Registered, Senior and Graduate
 - Cardio-Vascular Technologists I, II, III
 - Chaplains
 - Child and Youth Workers I & II
 - Child Care Assistants
 - Child Life Specialists
 - Communicative Disorders Assistants
 - Community Therapeutic Recreation Specialist
 - Dietitians, Registered
 - Discharge Planners

Early Childhood Education Workers
Exercise Specialist
Gambling Counselors
Infant Hearing Screening Assistants
Kinesiologists
Learning Consultants
Mental Health Psychologist
Mental Health Psychometrist
Mental Health Social Worker I
Mental Health Social Worker II
MRI Technologists
Multi-Media Specialists
Nuclear Medicine Technologists, Registered, Non Registered
Occupational Therapists, Senior, Registered, Graduate
Orthopedic Technologists
Pharmacists (Licensed), Graduate Intern
Clinical Pharmacy Specialists
Pharmacy Technicians (Diploma), Senior
Physiotherapists, Registered, Senior, Graduate
Psychologists
Psychometrists
Pulmonary Function Technicians
Registered Respiratory Therapists, Senior Registered, Graduate
Social Workers, I, II, Non- Registered
Social Service Workers
Speech Language Pathologists, Registered, Graduate
Therapeutic Recreation Specialists

2.02 The term "full-time employee" when used in this agreement will mean a regular employee who is regularly scheduled to work 37.5 hours weekly or on an average of 75 hours in a bi-weekly pay period, exclusive of a daily lunch period of 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 15 hours but less than 37.5 hours per week exclusive of a ½ hour lunch or an average of 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.**

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. Casual employees will not be utilized

if part-time employees in the department/classification are available and qualified to perform the work.

- 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 R.S.O., 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 (a) In accordance with The Ontario Labour Relations Act, the Hospital and the Union accept the following responsibilities:
- i) The Union shall not intimidate or coerce employees into membership in the Union, and the Hospital shall not interfere with the rights of its employees designated within the scope of this Agreement to become or remain members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Hospital or any of its representatives against employees because of Union membership;
 - ii) neither membership solicitation nor any other form of Union activity shall take place on the premises or on any works project of the Hospital, save as expressly authorized by the Hospital, this Agreement; or the Ontario Labour Relations Act.
- (b) The Hospital and the Union shall undertake not to discriminate against any member or person employed by the Hospital and to promote the right to freedom from harassment in the work place in accordance with The Ontario Human Rights Code. Any complaint or violation will be dealt with in an expedient manner.

The hospital and the Union are committed to providing a safe and secure work environment free from violence, threats, or perceived threats, intimidation and verbal, physical or sexual harassment. Any complaint related to safety and security of any bargaining unit member will be addressed expeditiously.

(c) The Hospital and the Union accept their responsibility to act in accordance with the Ontario Occupational Health and Safety Act and the current Terms of Reference approved by the Joint Health and Safety Committee.

4.02 (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, retire, 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 - CHECK-OFF OF UNION DUES

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. Each employee shall give such authorization to the Hospital to make such deductions in the following form:

CHECK-OFF CARD	
Name:	Date:
WINDSOR REGIONAL HOSPITAL shall deduct from each pay due me for the duration of this Agreement and as a condition of my employment, a sum equivalent to the monthly membership dues (and if the employee wishes to become a member of the Union, the amount of the initiation fee) as certified by the Financial Secretary or other authorized officer of the Union and to pay the sum so deducted to a designated official of the said Union.	
Witness:	Signature:

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 143 President or local designate.

6.04 This compulsory check-off 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 Vice-President **Corporate Services/Medical Affairs** or his designate, and the designated, authorized member of the Union and the Local Regional Office.

ARTICLE 7 - EMPLOYEE REPRESENTATION

Employee Representatives

- 7.01 The Union will keep the Employer informed of its Executive body and committee.
- 7.02 For purpose of this Article, the name and position of each of the committee members, from time to time selected, shall be given to the Employer in writing.
- 7.03 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.
- 7.04 The Union shall have the right to the assistance of O.P.S.E.U. representatives at all times and the representatives shall be given reasonable access to Hospital premises to assist the members.
- 7.05 The Employer agrees to permit a representative of the Union to interview new employees as a group during orientation for a maximum of twenty (20) 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

- 7.06 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.

7.07 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.

7.08 (a) 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.

(b) The local President will be granted **fifteen (15) hours per month scheduled as two (2) seven and one-half (7.5) hours per days** as prearranged between the local president and their supervisor/department manager, without loss of pay to conduct the internal affairs of the local.

In the event that the Local President will be absent for an extended period of four (4) weeks or more, the time provided in this Article will be granted to the Local Vice-President upon request through the **Vice President Corporate Services/Medical Affairs**.

Negotiating Committee

7.09 The Employer acknowledges the right of the employees to select a negotiating committee of up to a maximum of five (5) representatives including the Local President and will recognize said committee and Ontario Public Service Employees Union representatives for contract negotiating purposes.

7.10 Members of the negotiating committee will not suffer any loss of pay while attending meetings for the purpose of negotiating the Agreement, up to but not including arbitration.

Employee Relations Committee

7.11 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 every two (2) months 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 t 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 Hospital agrees to pay for time spent during regular working hours for representatives of the Union to attend such meetings.

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 five (5) 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 For the purposes of this Agreement, a grievance is defined as any difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

An employee who has a complaint shall first discuss it with his immediate supervisor. The employee may be accompanied by his steward if he so desires. Such a complaint shall be brought to the attention of the immediate supervisor within ten (10) working days of the incident becoming known to the grievor. The

immediate supervisor's decision shall be given verbally within five (5) working days.

Step 1 Should the employee be dissatisfied with the immediate supervisor's, or Department Manager as appropriate, verbal disposition of the complaint he may with or without the assistance of his steward refer the matter in writing to his immediate Supervisor or Department Manager as appropriate. This shall constitute a formal grievance at Step No. 1 and shall be filed within ten (10) working days of receipt of the verbal reply of the employee's immediate Supervisor or Department Manager as appropriate. The grievance shall contain a statement of the facts relied upon, indicate the relief sought, and be signed and dated by the employee. The Supervisor or Department Manager as appropriate shall answer the grievance in writing within ten (10) working days. It is understood by the parties that the definition of Supervisor or Department Manager as appropriate in this Step is the first level of management.

Step 2 Failing settlement of the grievance at Step No. 1, the employee may within five (5) working days of receiving the response of the Supervisor, refer the matter to the Department Manager or Vice-President as appropriate. The Department Manager or Vice-President as appropriate will meet with the grievor and their steward within 10 working days of receipt of the grievance or at a date/time mutually agreed upon. The Department Manager or VP (or designate) will respond within 5 working days after such meeting. It is understood by the parties that the definition of Department Manager or Vice-President as appropriate in this Step is the second level of management.

Step 3 Failing satisfactory settlement after receiving the reply under Step 2, the Union within five (5) working days may forward their written grievance to the **Director of Human Resources or designate**. The employee(s) concerned, together with the Grievance Committee, shall meet within 10 working days of receiving the response at Step 2 or at a date/time mutually agreed upon, to discuss the matter with the **Director of Human Resources** (and Management representatives) who shall render his/**her** decision within five (5) working days after such meeting. The Staff Representative of The Ontario Public Service Employees Union may attend any such meeting called.

Failing a satisfactory settlement being reached in Step 3, the Union may, within ten (10) working days, notify the Hospital in writing of its intention to refer the dispute to arbitration.

- 8.02 All time limits specified above may be extended by mutual written agreement.
- 8.03 Where it appears that two (2) or more employees have the same grievance arising out of identical circumstances the Union shall process the grievances as one grievance subject to all applicable provisions under the grievance procedure.
- 8.04 Full-time representatives of the Ontario Public Service Employees Union may be present at any meetings of the parties.
- 8.05 If at any step of the grievance procedure the grievance has not been processed by the Employer within the time limits as prescribed, the grievance shall be advanced to the next step.
- 8.06 Grievances concerning lay-offs may be initiated at Step 2 of the Grievance Procedure.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

- 9.01 At the time discipline is imposed, it shall be done in private, however, the Employer will notify the employee of their right to union representation prior to the imposition of any level of discipline.
- 9.02 When an employee is issued formal discipline, it shall be given to the employee in writing, with a copy placed in the employee's employment record and a copy submitted to the **Union President**.
- 9.03 A claim by an employee who has been discharged or suspended without just cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Department Manager at Step No. 2 of the Grievance Procedure within seven (7) working days after the employee ceases working for the Employer and for the purposes of this Article, Step No. 1 shall be waived.
- 9.04 Any letter of reprimand, suspension or other sanction, except for such disciplinary documents related to professional client practice, shall be removed from the record of the employee fifteen (15) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for fifteen (15) months

ARTICLE 10 - POLICY GRIEVANCE

10.01 It is understood that the Employer may bring forward at any meeting held with the Union executive committee any complaint with respect to the conduct of any employee covered by this Agreement or any complaint with respect to the conduct of officers, committee members or Union representatives and if such complaint of the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and revert to arbitration in the same way as a grievance of an employee.

10.02 Similarly, the Union shall have the right to process policy grievances which are not otherwise processed by individual employees.

10.03 All policy grievances shall be initiated in writing at Step 3 of the Grievance Procedure.

10.04 "Policy Grievance" is defined for the purposes of this Agreement as a grievance which does not depend upon the behaviour of an individual employee or group of employees or one that does not affect the individual or a group specifically.

10.05 Group Grievance Procedure

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee, filed at Step 2 of the Grievance Procedure within ten (10) working days of the incident becoming known to the grievors.

The remaining provisions of the Grievance and Arbitration procedure shall then apply with respect to the processing of such grievance.

ARTICLE 11 – ARBITRATION

11.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall

contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within five (5) working days of the appointment of the second of them appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs. Each of the parties hereto shall jointly bear the expenses of the third party, and any cost of the place of hearing of such arbitration if and when the necessity arises.

11.02 The Board of Arbitration shall not have any power to alter, modify or change any of the provisions of this Agreement or to substitute any new provisions or any existing provisions, nor to give decisions inconsistent with the terms and provisions of this Agreement.

11.03 **Single Arbitrator**

Notwithstanding the foregoing provisions of this Article, the parties hereto may in substitution for the above procedure agree in writing to appoint one (1) arbitrator satisfactory to both parties, in which case such arbitrator shall have the same jurisdiction, power and authority as has been given to the Arbitration Board by the foregoing terms of this Article.

ARTICLE 12 - BULLETIN BOARD

12.01 It is agreed and understood that the Employer shall provide at no cost to the Union and shall place in a mutually agreeable locations, **nine (9)** bulletin boards to be used for the purpose of posting Union notices and job postings. Such notices shall not be removed by unauthorized personnel. The locations shall be:

1. W.R.C.C. Huot Building
2. Metropolitan Campus - Main Bulletin Board
3. Malden Park - Main Bulletin Board
4. Western Campus Main Bulletin Board Tower Building
5. Family Learning Place
6. Community Mental Health Clinic
7. The Residential Rehab.
8. The Market Square (will be glassed in board with the key to be given to Union).

9. Cancer Centre

- 12.02 Such notices shall be submitted by a representative of the Union to the office of the **Director of Labour Relations** for approval. There shall be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices or any other literature on the Hospital's property, unless initialed by the Union Local President and the **Director of Labour Relations** or her designate.

ARTICLE 13 - FILLING OF VACANCIES AND JOB POSTING

- 13.01 An application for transfer system will be established by the Employer under which any employee will be able to fill out an appropriate form indicating his interest in working within the bargaining unit elsewhere in the Hospital and his name shall be given consideration when a vacancy occurs. Where there is more than one application for a position from members of the bargaining unit and where qualifications, competence and skill are relatively equal, seniority shall be the deciding factor.

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 or a current position which the Employer intends to replace. If it is a vacancy of a current position, the notice shall contain 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 five (5) working days excluding Saturdays, Sundays and statutory holidays 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.

- 13.02 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 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.

13.03 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.

13.04 An Employee who accepts a position in a lower paid 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 trial 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.

13.05 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.

ARTICLE 14 – SENIORITY

14.01 **Probationary Period**

Until an employee has completed a probationary period of four hundred and fifty (450) hours worked within a six (6) month period, he/she shall be considered to be a probationary employee having no seniority rights. A probationary employee may be terminated by the Employer should the Employer determine that the probationary employee failed to fulfill the requirements of his/her position in a satisfactory manner. Such a determination by the Employer shall constitute just cause for the termination of a probationary employee. Upon satisfactory completion of the probationary period, an employee will then acquire seniority

standing, dating from the date upon which his current period of employment originated within the bargaining unit.

It is mutually agreed that within the first thirty (30) working days of employment, an evaluation will be made of the probationary employee so that the Hospital can assess the employee's performance and the employee may be made aware of any deficiencies.

14.02 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 the grievance procedure;
- (c) 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 the records of the Hospital;
- (d) if the employee is absent from work for more than two (2) consecutive working days without providing a reason satisfactory to the Hospital for such absence;
- (e) if the employee overstays a leave of absence granted by the Hospital without providing a reason satisfactory to the Hospital;
- (f) if the employee has been laid off for a period in excess of twenty-four (24) months without being recalled to work by the Hospital;
- (g) if the employee retires;
- (h) 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.
- (i) In case of employees returning to work from illness or injury covered in paragraph (h) above, the employee must work for twenty (20) continuous days before establishing a new absence period unless the new absence is due to a new unrelated injury or illness.
- (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 23, 1990.

14.03 (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 14.01, 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 1950 hours of seniority in any calendar year.
 - (ii) Full-time employees will advance on the wage schedule in Appendix A following the accumulation of an additional year of seniority. Part-time and casual employees will advance on the wage grid following the completion of 1950 paid hours as provided in (c)(i) above.
 - (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.

14.04

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:

- (i) In the event of a proposed layoff at the Hospital of a permanent or long-term nature (in excess of 13 weeks) the Hospital will:
 - a) provide the Union with no less than four (4) months of notice in writing of such layoff; and
 - b) provide affected employees with no less than three (3) months of notice in writing of such layoff, or pay in lieu thereof.
- (ii) The Hospital agrees to meet the Union within 30 days of notice being received by the Union to review the following:
 - a) The reasons causing the layoff;
 - b) The service which the Hospital will undertake after the layoff;
 - c) 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 layoff shall take precedence over the terms of this article.

14.05

- (i) 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.

- (ii) A full-time employee who is subject to lay-off shall have the right to either:
 - (a) Accept the lay-off and be placed on a recall list for the period in accordance with 14.02 (f), or
 - (b) 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 be laid off, subject to the provision 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 layoff.
 - (c) Having exhausted the provision in (b) above, a full-time employee may displace a part-time employee on the same basis in (b) above.

- (iii) A part-time employee who is subject to lay-off shall have the right to either:
 - (a) accept the lay-off, and be placed on a recall list for the period in accordance with 14.02 (f), or
 - (b) displace a part-time employee who has lesser bargaining unit seniority and 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 be laid off, and subject to the provision 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 layoff.
 - (c) A part-time employee will not be entitled to displace a full-time employee.

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

Notice of Recall

- (vi)
 - (a) A full-time employee shall have opportunity for recall from lay-off in order of seniority to an available full-time or part-time opening provided he has the qualifications and ability to perform the work, before such opening is filled on a regular basis under the job posting procedure. The regular full-time employee who accepts a recall to a temporary position or to a regular part-time position shall retain his/her recall rights to a regular full-time position in accordance with this Article.
 - (b) A part-time employee shall have the opportunity for recall from lay-off in order of seniority to an available part-time opening, provided he has the qualifications and ability to perform the work, before such opening is filled on a regular basis under the job posting procedure.
 - (c) The posting procedure in the collective agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority he had at the time of the lay-off.
- (vii) An employee recalled to work in a different classification from which he was laid off, or an employee who has displaced an employee in the same or a lower classification shall be entitled to return to the classification he held prior to the lay-off should it become vacant within the time period in 14.02 (f), provided that the employee remains qualified and able to perform the duties of his former classification. 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.
- (viii) The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee

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

- (ix) 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.
- (x) 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.
- (xi) **For the purpose of Article 14.02 (f), the two year 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.**

14.06 Early Retirement Incentive and Voluntary Severance Payments:

- a) Before issuing notice of long term layoff to employees pursuant to Article 14.04 i)b) and following notice to the Union pursuant to Article 14.04 i)a), the Hospital will make offers of early retirement allowance in accordance with the following conditions:
 - (i) The Hospital will only make offers in order of seniority in the department(s) and classifications and status (i.e. full-time/part-time) where layoffs 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) 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 twenty-six (26) weeks' salary.
- b) Where an employee has received individual notice of long term layoff under Article 14.04 i) b) such employee may resign and receive a separation allowance as follows:

- i. Where an employee resigns effective within thirty (30) days after receiving notice of long term layoff, 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 (\$3,000.00) dollars.
- ii. Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, 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 (\$1,250.00) dollars.

14.07

Temporary Service Reduction

- 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 four (4) weeks prior to 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 layoff 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.

14.08

Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a full-time or part-time position outside the bargaining unit without his consent. In the event an employee accepts a position outside the bargaining unit, the following conditions shall apply:

- (a) If an employee accepts a term appointment outside the bargaining unit for a period of six (6) months or less, such employee shall be entitled to return to their former position at the expiration of the term. In the event of a replacement for pregnancy or parental leave, the term may be extended up to one (1) year.

It is understood that such employee(s) shall retain but not accrue seniority during the time spent in the term appointment outside the bargaining unit.

- (b) If an employee accepts a regular appointment outside the bargaining unit, he shall not retain seniority within the bargaining unit.

The parties agree that the above provisions will not apply to Article 14.09 or 17.02 (b)

14.09 **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 **January** 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.

14.10 **Temporary Upgrading**

- (a) If an employee is required to perform the duties of a higher rated occupational classification within the bargaining unit for a period exceeding three (3) consecutive days, such employee shall receive an increase in salary of **fifteen dollars (\$15.00)** per day for each day such assignment remains, calculated from the initial appointment to such duties.
- (b) In the event an employee is requested to perform some of the management functions of a Supervisor, for a period in excess of three (3) working days 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 15 - TECHNOLOGICAL CHANGES

- 15.01 (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 thirty (30) 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.

- (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.

ARTICLE 16 - SICK LEAVE

- 16.01 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

- 16.02(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) Brochure.

The Employer shall pay 75% of the billed premium towards coverage of eligible full-time employees under the long term disability portion of the Plan (HOODIP or an equivalent plan). The Employee will pay the balance of the billed premium through payroll deduction. 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 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 16.02 (a). The "sick leave bank" shall be utilized to:
- (i) supplement payment for sick leave days under the Plan set out in 16.02(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 years' continuous service - 25%

Three years' continuous service - 33%

Four years' continuous service - 40%

Five years' continuous service - 50%

plus

One Hundred Per Cent (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 16.02(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

16.03(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 16.03 (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 years' continuous service - 25%

Three years' continuous service - 33%

Four years' continuous service - 40%

Five years' continuous service - 50%

plus

One Hundred Per Cent (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 16.03(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 16.03(b) above provided that the part time employee subsequently achieves the necessary service to qualify for payout as set out in 16.03(b).

Doctor's Certificate

- 16.04** 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

- 16.05 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.

Workplace Safety and Insurance Act Illness or Injury

- 16.06 (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 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 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

- 16.07 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 17 - LEAVE OF ABSENCE

17.01 Personal Reasons

The Hospital may grant leave of absence for personal reasons and such request shall not be unreasonably denied. Such leave of absence shall be applied for in writing by the employee to the department Head at least two (2) weeks prior to contemplated commencement of the leave of absence. Such advanced notice shall be waived in cases of emergency. The application shall clearly state the contemplated length of time away. In cases of emergency, the contemplated length of time away shall be called in as soon as possible. During the period of absence, the employee shall not engage in gainful employment for any other person, firm or corporation. Failure to comply with this provision may result in disciplinary action being taken.

17.02 Union Leave

- (a) Leave of absence for Union business shall be applied for in writing by the employee to his or her Department Head at least two (2) weeks prior to the

contemplated commencement of the leave of absence and the application shall clearly state the length of time he shall be away from his work and the purpose of the leave of absence. In interpreting this clause, legitimate leave of absence for Union business shall include conventions, seminars, education programs or special executive board meetings. An employee shall be allowed to make applications for leave of absence for Union business only twice in any calendar year and the total of such leave of absence shall not be for longer than a two (2) week period. Not more than two (2) employees shall be eligible for leave of absence for Union business at one time. The President will be allowed to be absent for Union business up to 15 days in each calendar year and a member of the Bargaining Unit who is elected to the Executive Board of Executive Committee of the Union will be allowed to be absent for Union business up to 30 days in each calendar year.

- (b) When an employee is elected as the Union's President or First Vice-President (Provincially), the Union will immediately following such election advise the Employer of the name of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.

17.03 **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 return.

- (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, 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. 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.

An employee's parental leave ends thirty-five (35) weeks after it began, if the employee also took pregnancy leave and thirty-seven (37) weeks after it began otherwise. An employee may end his or her parental leave earlier by providing the Hospital written notice of their intention to end the leave early at least four (4) weeks before the day he or she wishes to end the parental leave. In the case of adoption, the employee who is an adoptive parent may request the parental leave to be extended to twenty-four (24) weeks duration.

- (d) A member of OPSEU Local 143 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. 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, and receipt by the Hospital of the member's Employment Insurance cheque stub as proof that she is in receipt of such benefits for a maximum period of ten (10) 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 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 21 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 post dated cheques.

- (g) The employee shall be reinstated when the leave ends to the position the employee most recently held, if it still exists, or to a comparable position, if it does not.
- (h) Employees may request a maternity leave up to a maximum of twelve (12) months

inclusive of pregnancy and parental leave provided they make such request at the same time as provided for in (a) above. Requests for such leave shall not be unreasonably denied.

- (i) 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 the leave.

17.04 **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.

17.05 **Jury and Witness Duty**

Employees who are called to serve as jurors or subpoenaed as witnesses in criminal or civil courts, shall be granted leave of absence for such purposes without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of his duty, the employee shall obtain a certificate

from the Court, showing the period of his jury or witness service and shall deposit this certificate together with the full amount of the compensation but not including traveling allowance, with the **Human Resources Department**.

17.06 **Bereavement Leave**

The Hospital will reimburse an employee for lost wages while absent to attend the burial of their spouse, parent or child. Such reimbursement is based on the principle that no employee is to suffer loss of wages for his or her scheduled work days lost up to a maximum of four (4) days.

The Hospital will reimburse an employee for lost wages while absent to attend the burial of any member of his/her family, namely: father-in-law, mother-in-law, grandparents-in-law, sister, brother, sister-in-law, brother-in-law, step-mother, step-father, step-child or legal guardian, grandparent or grandchild. Such reimbursement is based on the principle that no employee is to suffer loss of wages for his or her scheduled work days lost up to a maximum of three (3) days.

Effective the first of the month following ratification of this Agreement by both the Union and the Hospital, an employee will be granted one day of bereavement in accordance with this provision for the death of an aunt, uncle, niece or nephew.

Spouse for the purposes of bereavement leave will be defined as in the Family Law Act. Spouse for the purposes of bereavement leave will include a partner of the same sex.

Where an employee does not qualify under the above noted conditions, the Hospital may in its sole discretion, grant an unpaid leave of absence, or allow an employee to utilize any remaining vacation time or accumulated lieu time for such purposes.

17.07 **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 month or less.

17.08 **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 a 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., the 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 1 of one year to August 31 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 Executive Director, R.C.C., 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 from 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 terminates 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 his/her 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 **17.08** 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 is to be held.

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.

17.09 MILITARY 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.

ARTICLE 18 - HOURS OF WORK

18.01 (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 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) Overtime will be offered to the most senior employee in the classification in the area or unit in rotation and if the offer is rejected, that employee must wait until his or her turn comes up again within the area or unit. For the purpose of this Article, Child Care Assistants, Child and Youth Workers I and II shall be considered one classification.

18.02 Following consultation with the Union and the employee or employees concerned, a Department Head or Supervisor may establish for a classification or classifications in this bargaining unit, a variable schedule or schedules to accommodate interviews with patients and/or their families outside the normal

working hours and in that event, hours worked pursuant to such schedule or schedules shall be paid at regular straight time rates unless they exceed seventy-five (75) hours in a two-week pay period.

- 18.03 (a) There shall be four (4) days scheduled off within the above mentioned two-week pay period and the Hospital will schedule at least one (1) weekend in three(3) or at least two (2) consecutive days as days off., unless altered by mutual consent between the Hospital and employee. 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 (1-1/2) times the regular straight time rate. There shall be two (2) consecutive days scheduled off if a maximum of six (6) days are worked.
- (b) 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. Where the schedule is changed other than by mutual agreement and less than forty-eight (48) hours notice is given to the employee, time and one-half (1-1/2) 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) A minimum of twelve (12) hours shall be scheduled between regular tours of duty. Failure to provide at least twelve (12) hours between shifts shall result in payment of time and one-half (1 ½) for all hours worked during the twelve (12) hour violation. However, an employee will not receive premium payment if it is:
- (i) at the employee's request or agreement, or
 - (ii) to accommodate a change or trade in shifts(s) between employees, or
 - (iii) in an emergency situation beyond the control of the Employer.
- (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.

18.04 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 (1-1/2) hours pay for each hour worked.

18.05 Overtime hours worked may, at the employee's option, be taken as time off (on the basis of time and one-half for each hours of overtime) at a time or times mutually agreeable to the Employer and employee not later than the next pay period following the pay period in which the overtime hours were worked. If the employee does not elect to take such option or if equivalent time off within such pay period cannot be mutually agreed upon, the overtime hours shall be paid at one and one-half (1-1/2) times the regular straight time rate. An extension of the period within which required time off for overtime worked is to be taken, may be granted by the appropriate Department Head or Supervisor.

18.06 Staff working the midnight shift in the Regional Children's Centre who are not able to receive relief for the lunch period shall be paid eight and one-quarter (8-1/4) hours pay per shift at their straight time hourly rate in recognition of their requirement to be on duty for eight (8) hours i.e. 1/2 hour pay at premium time.

18.07 The Employer will offer any extra hours (i.e. sick coverage, vacation, on-call, etc.) to part-time employees at straight time prior to calling casual staff. Extra shifts shall be offered/scheduled to part-time employees first on the basis of seniority, up to a maximum of 75 hours per pay period. Additional available shifts shall be offered to casual employees on the same basis.

18.08 **Rest Periods**

There shall be a fifteen (15) minute rest period during each half of a full shift 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.

18.09

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 (7-1/2) hour shift shall be supplied with a voucher entitling him or her to a free meal in the Hospital dining room, or a cash allowance in lieu thereof if the dining room is closed, to a maximum of **five (\$5.00) dollars**.

ARTICLE 19 – HOLIDAYS

19.01

The following will be recognized by the Hospital as paid Holidays:

- | | |
|-----------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| Civic Holiday | Boxing Day |
| Second Monday in June | |

19.02

The Hospital will recognize as a paid Holiday in addition to those days listed above, the second Monday in February, or if an additional Holiday is proclaimed, such proclaimed day will be substituted in lieu thereof, the intent being to recognize twelve (12) paid Holidays.

19.03

If any employee is scheduled to work on a paid holiday and actually works, he shall be paid at the rate of time and one-half for work performed on such holiday in addition to such employee's regular pay. An employee may, however, elect to take equivalent time off in lieu of premium pay, provided however, that the employee's Department Head is notified of such election prior to the employee working the holiday. The time off in lieu of premium pay shall be at a time mutually agreed upon by the employee and the employee's Department Head. As needed, Employees will be scheduled to work on a rotational basis within the work area according to seniority under this section.

ARTICLE 20 - VACATIONS WITH PAY

20.01

Vacation requests and approval will be completed no later than April 1st of each year. After April 1st vacation will be granted on a first come basis.

20.02

Employees in the bargaining unit who have less than one year of continuous service as of April 30th of any year, shall be entitled to a vacation calculated as follows:

- | | |
|--------------------------------|-------------------------------|
| 1 month's continuous service- | 1-1/4 days vacation with pay |
| 2 months' continuous service - | 2-1/2 day's vacation with pay |

3 months' continuous service -	3-3/4 day's vacation with pay
4 months' continuous service -	5 days vacation with pay
5 months' continuous service -	6-1/4 day's vacation with pay
6 months' continuous service -	7-1/2 day's vacation with pay
7 months' continuous service -	8-3/4 day's vacation with pay
8 months' continuous service -	10 days vacation with pay
9 months' continuous service -	11-1/4 day's vacation with pay
10 months' continuous service -	12-1/2 day's vacation with pay
11 months' continuous service -	13-3/4 day's vacation with pay

Such vacation with pay shall be taken after completion of an employee's probationary period.

- 20.03 Employees in the bargaining unit who have **one (1)** year of continuous service but less than **three (3)** years of continuous service, shall be entitled to vacation of three (3) weeks with pay at the basic straight time rate in effect as of the date on which such vacation commences.
- 20.04 Employees in the bargaining unit who have **three (3)** years of continuous service but less than thirteen (13) years of continuous service, effective with the 1990 vacation year, shall be entitled to a vacation of four (4) weeks with pay at the basic straight time rate in effect as of the date on which such vacation commences.
- 20.05 Employees in the bargaining unit who have thirteen (13) years or more of continuous service but less than **twenty-two (22)** years of continuous service, effective with the 2000 vacation year, shall be entitled to vacation of five (5) weeks with pay at the basic straight time rate in effect as of the date on which such vacation commences.
- 20.06 Employees in the bargaining unit who have **twenty-two (22)** years or more of continuous service, effective with the 2000 vacation year, shall be entitled to vacation of six (6) weeks with pay at the basic straight time rate in effect as of the date on which such vacation commences.
- 20.07 Employees in the bargaining unit who have at least twenty-five (25) years of continuous service shall be entitled to one (1) additional day of vacation. For each subsequent year of service thereafter, the employee will be entitled to a further one (1) day of vacation up to a maximum of five (5) extra days. These vacation days shall be with pay at the basic straight time rate in effect as of the date on which such vacation commences.

Implementation Note: Any employee with more than 25 years of service at the time that this provision takes effect shall be granted those days for each eligible year of service as if she had earned and carried them over.

- 20.08 Notwithstanding the provisions of Article 18, it is agreed that the present "camping" arrangement whereby "lieu time" will be recognized for staff who take part in the present camping program for patients of the Regional Children's Centre will be continued on the same basis as in the past so that equivalent time off will be recognized but on the basis of one day off for one day worked.
If an employee is requested by the employer to use personal transportation for the above purpose, he or she will receive mileage payments in accordance with Article 24.01 hereof.
- 20.09 (a) Choice of an employee's vacation period shall be on the basis of seniority within a working unit, recognizing the necessity of the employer maintaining sufficient staff in each classification to ensure the efficient operation of the Hospital.
- (b) Part time employees vacation selection will be based on prorated hours worked from January 1st to December 31 of the previous year. (i.e., if you worked 1170 hours in this time period, you would book three (3) vacation days to guarantee a full week off). This will be effective with the 2006 vacation year.
- 20.10 **If** an employee's anniversary date falls between May 1 and September 30 in any year, the entitlements in Articles 20.02 up to and including Article **20.07** shall apply.
- 20.11 In the event that an employee is hospitalized, either immediately preceding the commencement or during their scheduled vacation period, the time spent in the Hospital shall be considered as sick leave. Those days 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 schedule approved.

ARTICLE 21 – BENEFITS

21.01 **Pension Plan**

It is agreed that employees will participate in the Hospital's 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.

21.02 **Life Insurance**

The Hospital will assume the responsibility of paying One Hundred Per Cent (100%) of the premium cost of the Manulife Group Life Insurance Plan or its equivalent. Such plan provides coverage up to two 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.

21.03 **Extended Health/Drug Plan**

The Hospital will provide full time employees in the bargaining unit with the **Green Shield** Extended Health Care Plan (\$10 and \$20 deductible) which includes mandatory drug selection and will pay 100% of the premium charged therefor. There is a dispensing fee cap of \$8.50 per prescription.

Effective June 1, 2008, the Hospital will provide Chiropractic coverage and Massage Therapy coverage of three hundred dollars (\$300) each annually per insured with no cap per visit.

21.04 **Dental Plan**

The Hospital will provide full time employees in the bargaining unit with a prepaid Dental Plan (Green Shield Plan 66 or equivalent) for either single or family coverage, whichever is applicable or it will pay Seventy-Five Per Cent (75%) of the premium charged therefor based on current O.D.A. Tariff. Dental check-ups will be at nine (9) month intervals.

Effective the first of the month following ratification by both the Union and the Hospital, orthodontic coverage will be provided on a 50/50 co-insurance basis up to a lifetime maximum of **fifteen hundred dollars** (\$1,500.00) per insured.

Effective the first of the month following ratification, CROWNS AND BRIDGEWORK will be provided on a 50/50 co-insurance basis up to a lifetime maximum of one-thousand, five hundred dollars (\$1, 500.00) per insured.

21.05 **Semi-Private Hospitalization**

The Hospital will provide full time employees in the bargaining unit with Semi-Private Hospitalization and it will pay One Hundred (100%) of the premium charged.

21.06 **Audio Plan**

The Hospital will provide full time employees in the bargaining unit with the **Green Shield** Audio Plan and it will pay One Hundred Per Cent (100%) of the premium charged.

21.07 **Vision Care Plan**

The Hospital will provide full time employees in the bargaining unit with the **Green Shield** Vision Care Plan (\$200 every 24 months) and it will pay **One Hundred percent (100%)** of the premium charged therefore.

In addition, eye examinations will be reimbursed to a maximum of \$60.00 every two (2) years, per person.

21.08 **Out of Province Coverage**

Out of Province medical expenses shall be covered in the event of a medical emergency under the same terms as is present in the current CAW Lab & X-ray Benefit Plan (Group Contract Effective Date: October 1, 1994, Contract Number: GH 37089). This plan provides that major medical expenses incurred outside Canada are subject to an overall lifetime maximum of \$1,000,000 per person combined with the Hospital benefit.

21.09 **Existing Benefits Remain**

Any benefit plans, including the pension plan, in existence now 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.

21.10

Premiums Paid During Illness

The Hospital agrees to continue to pay said premiums on behalf of full time employees who are absent because of illness or injury for the balance of the month in which said illness or injury occurs and for the month immediately following and for such further period, if any, that the employee continues to receive paid sick leave benefits.

For clarity, the Hospital agrees to pay its portion of the benefit premiums on behalf of a full-time employee who is in receipt of WSIB benefits up to maximum period of 12 months. The employee must continue to pay his/her portion of the benefit premium coverage during the 12 months in order to maintain benefit coverage.

In addition, the Hospital agrees to pay its portion of the benefit premiums On behalf of a full-time employee who is in receipt of short-term sick leave benefits in accordance with Article 16.02. The employee must continue to pay his/her portion of the benefit premium coverage in order to maintain benefit coverage.

In accordance with this Article, an employee shall have the option to retain benefit coverage (beyond the 12 months for WSIB benefits or once short-term sick leave benefits (Article 16.02) have been exhausted by paying 100% of the benefit premium costs. The employee must notify the Hospital in writing of continuation of such benefit coverage. The Employee must provide to the Hospital prior to each annual benefit renewal period postdated cheques in the amount applicable to the benefit premium costs.

If an employee fails to provide the applicable payments for such benefits, such benefit coverage shall cease thirty (30) days after receiving official notice by registered mail from the Hospital.

21.11

Medical Plans While On Lay-Off Or On Leave Of Absence

The Employer agrees to continue a 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.

21.12 Retiree Benefits

The Hospital will provide to all employees who retire on or after January 1, 2006 and who have not yet reached age 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 provided to active employees as long as the retiree pays the Employer the full amount of the monthly premiums in advance. The parties agree that the automatic withdrawal system must be used in this process.

For clarity, a retiree under this provision will pay 100% of all of the covered premiums above to the Employer and no cost sharing will apply.

21.13 Employment Insurance Premium Reduction

It is agreed that the Hospital shall be entitled to retain One Hundred Per Cent (100%) of any employment insurance premium reduction or rebate toward offsetting 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.

21.14 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

ARTICLE 22 – UNIFORMS

22.01 The Employer will continue during the term of this Agreement, the existing policies with respect to the provision of uniforms or protective clothing.

ARTICLE 23 - PERSONNEL FILES

23.01 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.

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

ARTICLE 24 - MILEAGE RATES

24.01 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 **forty cents (\$0.40)** per kilometer on the understanding that employees will carry a million dollar (\$1,000,000) personal liability insurance.

ARTICLE 25 - OCCUPATIONAL CLASSIFICATIONS AND WAGES

25.01 Occupational classifications and wage rates are set out in Schedule "A" and Schedule "B" which is attached hereto and forms part of this Agreement. The Parties agree to full retroactivity as soon as possible, but not later than three pay periods following ratification by both parties. In addition, the parties agree that wage rates will be implemented by the first pay period following ratification by both parties.

The regular pay shall be every second Thursday, during the term of this Agreement. Pay will be deposited directly in an employee's preferred banking institution where possible. An itemized statement of wages and deductions will be provided on the employee's wage stub.

25.02 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" or Schedule "B" 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.

25.03 **Stand-By Pay**

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

An employee who is scheduled on stand-by outside their regular scheduled working hours shall be paid \$3.00 for each hour on stand-by. Where such standby falls on any of the designated holidays listed in the collective agreement, the employee shall be paid at the rate of \$3.50 per hour of standby time.

(b) **Call Back Pay While On Stand-By**

The payment in (a) above shall cease during the time an employee is called back to work while on scheduled stand-by and the employee shall be paid at the applicable overtime rate of **four (4) hours at time and one-half (1 ½)**, whichever is greater. When called back on stand-by, an employee shall be paid transportation allowance in accordance with Article 24 for the use of an automobile up to a maximum of 60 kilometers for each round trip or the Employer will reimburse the employee for taxi fare within the City limits.

25.04 **Call-In Pay**

When an employee having left the Hospital following the completion of their regular shift, who has not been scheduled for stand-by, is required to return to the Hospital for duty before the next regular shift, he shall be paid a minimum of four (4) hours at **time and one-half (1 ½)** the hourly rate for each call back and such employee will not leave the Hospital without obtaining a written release from the Supervisor on duty.

When an employee is on a statutory holiday and is called in for duty, the employee shall be paid at one and one-half (1-1/2) times their regular rate for all hours worked with a minimum of four (4) hours at time and one-half.

25.05 **Shift and Weekend Premiums**

The Employer will pay to employees in the bargaining unit an afternoon shift premium of **\$1.25** per hour (effective April 1, 2007 - **\$1.30 per hour**), a night shift premium of **\$1.50** per hour (effective April 1, 2007- **\$1.55 per hour**), and a weekend shift premium of **\$1.65** per hour (effective April 1, 2007-**\$1.70 per hour. Effective March 31, 2008- \$1.75 per hour**) on the understanding there will

be no pyramiding of shift premiums on weekends. The afternoon shift premium shall apply whenever 50% or more hours worked on such shift falls between 3:00 p.m. and 12:00 midnight. The night shift premium shall apply whenever 50% or more hours worked on such shift falls between 12:00 midnight and 8:00 a.m. The weekend shift premium shall apply from Friday midnight to Sunday midnight.

25.06

Related Experience

Related experience is recent experience that has been gained by a person while working in the actual classification into which 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 corporations and prior to being first hired by the Hospital or its predecessor corporation(s).

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 1950 hours worked. **(Effective upon ratification).**

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

The parties agree that this agreement does not apply to situations covered by Article 13.02 (i.e. persons moving to a higher classification within the Hospital) and does not supercede other Letters of Understanding.

The employee will have to provide sufficient evidence to support a claim for recent related experience.

ARTICLE 26 - PART-TIME EMPLOYEES

26.01

Part time employees in the bargaining unit (being those who normally work fifteen (15) hours or more but less than thirty-seven and one half (37 ½) hours, exclusive of half-hour lunch periods, in a week) 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 the regular hours of a full time employee.

26.02 (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 21 and pension, save and except salary, SUB plan and vacation pay) an amount equal to fourteen (14%) percent of his regular straight time hourly rate for all straight time hours paid.

- (b) Notwithstanding 26.02(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 (12%) percent
- (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 27 –CASUAL EMPLOYEE ENTITLEMENTS

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 1950 hours can be accumulated in one (1) year. Movement on the wage grid will be once 1950 hours has been reached.

ARTICLE 28 - TEMPORARY VACANCIES

28.01 Temporary vacancies created by full-time employees being on maternity leave, parental/adoption leave, illness or injury or approved leave of absence exceeding sixty (60) days, will be filled as follows:

- (a) 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.
- (b) 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.
- (c) If the position cannot be filled under sections (a) and (b) above, then casual employees will be offered the position in accordance with qualifications and ability to fill the position.
- (d) If the position cannot be filled under sections (a), (b) and (c) above, then the Hospital may fill that position as it sees fit.

- 28.02 Temporary vacancies created by part-time employees being on maternity leave, parental/adoption leave, illness or injury or approved leave of absence exceeding sixty (60) days, will be filled as follows:
- (a) 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.
 - (b) If the position cannot be filled under section (a) above, then casual employees will be offered in accordance with qualifications and ability to fill the position.
 - (c) If the position cannot be filled under sections (a) and (b) above, then the Hospital may fill that position as it sees fit.

28.03 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.

28.04 The Hospital agrees that for the purpose of this agreement, temporary employees employed for periods of six (6) months shall become members of the bargaining unit if continuously employed for more than six (6) months. It is provided, however, that temporary employees hired for up to twelve (12) months to replace an employee on pregnancy and parental leave or maternity leave, shall not become members of the bargaining unit unless continuously employed beyond the term of the approved leave.

28.05 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 be 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 29 - PROJECT EMPLOYEES

- 29.01 Employees hired under a specially funded project which does not involve work currently performed by employees in an existing position for a defined term shall be covered by the provision of this Agreement except that the employee shall not have Hospital-wide seniority under Article **14.00** until the earlier of thirty (30) months or the point when the program is incorporated into the Departmental base budget at which time the employee's Hospital-wide seniority shall be the date of hire.
- 29.02 If a bargaining unit member is interested in pursuing a proposed project position, the Union and Employer agree to meet to discuss the viability of such a request.

ARTICLE 30 – CONTRACTING OUT

- 30.01 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.
- 30.02 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 layoff, loss of seniority or service or reduction in benefits to members in the bargaining unit.

ARTICLE 31 – JOB SHARING

- 31.01
- (a) Job Sharing is an arrangement between two (2) employees, 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.
 - (b) 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.
 - (c) 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.**
 - (d) 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.
 - (e) All Job Sharers shall be treated as regular part-time employees and shall be covered by the 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 the hours on the schedule shall be determined by mutual agreement between the two (2) employees and the Manager.
 - (ii) Job Sharers will be offered additional shifts pursuant to Article 18.07.
 - (g) The above schedules shall conform 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 shall only be required to

work the number of paid holidays as per Article 19 of the collective agreement.

- (j) The Manager will resolve any disputes arising between the employees with respect to scheduling.

31.02

- (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 **28** or if not applicable at its discretion. However, consideration will be given to part-time employees in the same classification who are qualified.

31.03

- (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.

31.04 (a) Either the Employee or the Hospital may discontinue the Job Sharing arrangement with 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 layoff provisions of the Collective Agreement.

ARTICLE 32 - PROFESSIONAL RESPONSIBILITY

32.01 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 meet with the appropriate Department Head and Vice-President (or Executive Director, R.C.C.) who shall hear and attempt to resolve the complaint to the satisfaction of both parties.

ARTICLE 33 - MODIFIED WORK PROGRAM

33.01 The Hospital and 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 34 - DURATION OF AGREEMENT

34.01 Except as otherwise stated herein, this Agreement shall be deemed to have come into force on the 1st day of **April 2006** and remain in force until the **31st day of March 2008**, 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, 2008**. 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

WAGES

See attached Schedule "A" & "B"

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their duly authorized signing officers at Windsor, Ontario, this _____ day of _____ 2008.

WINDSOR REGIONAL HOSPITAL

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

LETTERS OF UNDERSTANDING

Letter of Understanding

between

The Ontario Public Service Employees Union

and

Windsor Regional Hospital

RE: Pay Equity

The Parties agree that the Collective Agreement maintains pay equity for those classifications covered by the posted Pay Equity Plan as they are currently scored. The Parties will continue to work towards the finalization of scoring jobs for integration into the posted Pay Equity Plan and agree to meet within sixty (60) days of ratification to evaluate those classifications that have not yet been evaluated.

Signed this day of , 2008 in the City of Windsor.

WINDSOR REGIONAL HOSPITAL

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

Letter of Understanding

between

The Ontario Public Service Employees Union

and

Windsor Regional Hospital

RE: Community Based Services

The parties agree that in the event that programs are transferred to community based agencies from the Hospital or community based agencies to the Hospital during the life of this agreement, the Hospital agrees to meet with the Union to discuss the transfer process **within 5 days of notice to the Union.**

Renewed this day of , 2008 in the City of Windsor

WINDSOR REGIONAL HOSPITAL

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

Letter of Understanding

between

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

and

**The Ontario Public Services Employees' Union (OPSEU) Local 143
(hereinafter referred to as "the Union")**

The parties agree to the following Letter of Understanding – Fiscal Responsibility:

Windsor Regional Hospital and OPSEU both understand and agree that Windsor Regional Children’s Centre and those programs operated by Windsor Regional Hospital termed “Other Votes” are funded either by a different Ministry and/or funded on a different basis than the Hospital itself. OPSEU also understands that Windsor Regional Children’s Centre and “Other Votes” face financial difficulties different from other Hospital operations.

As a result, Windsor Regional Hospital and OPSEU agree that within 60 days following ratification of this agreement they will form a joint committee to develop strategies to address these issues as they relate to the OPSEU bargaining unit. As well the Union and the Employer agree to develop a communication strategy to the Ministries responsible for the funding of these operations.

Renewed this day of , 2008 in the City of Windsor.

WINDSOR REGIONAL HOSPITAL

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

MEMORANDUM OF AGREEMENT

BETWEEN

Windsor Regional Hospital

AND

**Ontario Public Service Employees' Union
Local 143**

In regard to variable shift scheduling for Respiratory Therapists

- 1.0 This agreement pertains to full-time and part-time Respiratory Therapists employed by Windsor Regional Hospital. This agreement will remain in effect for one year from date of signing and will automatically be renewed for one year increments unless either party serves notice of intent to terminate at least six weeks in advance of the anniversary date.
- 1.1 This agreement may be re-opened at any time by either party.
- 2.1 12 hour shifts will include 45 minutes of unpaid meal breaks resulting in 11.25 hour shifts.
- 2.2 8 hour shifts will include a 30 minute unpaid meal break resulting in 7.5 hour shifts.
- 2.3 4 hour shifts will include a 15 minute unpaid meal break resulting in 3.75 hour shifts.
- 2.4 The Respiratory Therapist working alone at the Western Campus will be paid 12.25 hours for 12 hour shifts and 8.25 hours for 8 hour shifts worked in recognition of their requirement to be on duty for their full shift.
- 2.5 Rest and meal periods on 12 hour shifts will be taken as follows.
 - Break 1 - 15 minutes — paid
 - Meal 1 - 30 minutes - unpaid
 - Break 2 - 15 minutes — paid
 - Meal 2 - 30 minutes - first 15 minutes — paid
- second 15 minutes - unpaid

- 3.0 Each full time employee will be scheduled 75 hours per two-week pay period in a combination of one 8 and six 12 hour shifts.
- 3.1 Each part-time employee will be scheduled a combination of 4, 8 and 12 hour shifts, with the assignment of 4 hour shifts being assigned on an occasional basis.
- 4.0 All leave entitlements and utilization outlined in the collective agreement, with the exception of bereavement leave, will be converted from days to hours based on hours scheduled on a given day.
- 5.0 For the purposes of Holiday pay, holidays will be 7.5 hours in length.
- 5.1 Full-time employees scheduled to work on a holiday will receive 7.5 hours holiday pay in addition to pay at a rate of time and one-half for all hours worked on the holiday.
- 5.2 Full-time employees not scheduled to work on a holiday will receive 7.5 hours holiday pay.
- 5.3 Full-time employees electing to take a day off in lieu of a Holiday must advise their manager in advance of the Holiday. Such employees will be allowed to accumulate up to three lieu days. All lieu days must be taken at a time that is mutually agreed upon by the employee and the manager. All lieu days unused as of March 31 of each year will be paid out in cash.
- 5.4 Part-time employees will be paid at a rate of time and one half for all hours worked on a holiday in addition to the Holiday pay entitlement as outlined in the collective agreement.
- 5.5 For the purposes of the twelve (12) hour shifts only, the holiday premium will be paid for the holidays as outlined in Article 19. Premium for such hours worked on a holiday shall be paid for 0001 hours at the commencement of the holiday until 2400 hours at the completion of the holiday. All hours worked as described above will be paid at the rate of time and one-half (1 ½) the regular rate of pay.
- 6.0 Overtime shall be defined as work in excess of the scheduled hours of work on a day of work or work in excess of 75 hours in a pay period.
- 6.1 In conjunction with Article 18.07 of the Collective Agreement, meal vouchers will be supplied after 2 hours of overtime are worked contiguous to a regularly scheduled 8 or 12 hour shift.
- 7.1 Shift premiums will be paid in accordance with the collective agreement, with the premium being paid on shifts where 50% or more of the shift falls within the premium times.

LETTER OF UNDERSTANDING

BETWEEN

**The Ontario Public Service Employees Union
Local 143
(Hereinafter referred to as the “Union”)**

AND

**Windsor Regional Hospital
(Hereinafter referred to as the “Hospital”)**

Re: Part-time Employees – Option to participate in benefit plans:

Effective June 1 2008, the parties agree to provide to part-time employees the option of enrolling as a new participant in benefit plans including audio, dental, extended health, semi private coverage and vision;

The parties agree as follows:

- 1. Part-Time Employees will be entitled to participate in any number of the following benefit plans as listed in Article 21 of the collective agreement, provided that the Part Time Employees pay 100% of the benefit plan premiums.**

The parties understand and acknowledge that the benefit plan premiums are subject to change.

- (i) Audio**
- (ii) Dental**
- (iii) Extended health (including drugs)**
- (iv) Semi private coverage**
- (v) Vision**

- 2. Part-Time Employees wishing to enrol in the benefit plans as provided in paragraph (1) above must advise the Hospital’s Benefits Coordinator by no later than June 30, 2008 of their desire to enrol in the benefit plans by providing the Coordinator with the applicable form and making arrangements for payment of 100% of the benefit premiums.**
- 3. If a Part-Time Employee opts out of any of the benefit plans chosen in accordance with paragraph (1) above, she/he will not be entitled to opt back into any of the benefit plans as provided for in paragraph 1 above.**

- 4. **If a Part-Time Employee fails to pay the benefit premium costs in accordance with paragraph (1) above, her/his participation in the benefit plans will be terminated.**

- 5. **If a Part-Time Employee's status changes to full time, benefit coverage will be as per Article 21 of the collective agreement. Any premiums paid in advance will be refunded to the employee upon full time coverage. If her/his employment is terminated, then the Part-Time Employee will no longer be entitled to participate in the benefit plans as outlined in paragraph (1) above.**

- 6. **The Employer will provide a letter to each current Part time employee informing them of the option to purchase by June 1 2008, and will include the premium cost for each benefit. New part time employees will be informed of this option upon hiring.**

Signed this day of , 2008 in the City of Windsor

WINDSOR REGIONAL HOSPITAL

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

Letter of Understanding

BETWEEN

The Ontario Public Service Employees Union

Local 143

(Hereinafter referred to as the “Union”)

AND

Windsor Regional Hospital

(Hereinafter referred to as the “Hospital”)

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 1, 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 29, 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 29, 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 1, 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.

Dated this day of April, 2004

Renewed this day of
WINDSOR REGIONAL HOSPITAL

,2008 in the City of Windsor.

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

Letter of Understanding

BETWEEN

The Ontario Public Service Employees Union

Local 143

(Hereinafter referred to as the “Union”)

AND

Windsor Regional Hospital

(Hereinafter referred to as the “Hospital”)

Re: Schedule “B” – Classifications Working in all Other Votes Programs/Cardiac Wellness

Whereas Schedule “A” of the Collective Agreement between Windsor Regional Hospital and OPSEU, Local 143 identifies all classifications and salary ranges within the bargaining unit represented by the Union;

And whereas the parties agree and understand that all Other Votes Programs and Cardiac Wellness are funded either by a different Ministry and/or funded on a different basis than the Hospital itself;

And whereas the parties agree to establish a Schedule “B” to the Collective Agreement between Windsor Regional Hospital and OPSEU, Local 143 which will identify those classifications working in any of the Other Votes Programs or Cardiac Wellness Program and will establish new classification titles for those groups;

And whereas the parties agree that as part of the process to establish new classification titles for the groups identified in paragraph 3 above, the parties will also identify those classifications that may be impacted for displacement purposes in the event of a layoff;

And whereas the parties agree that the new classifications established in Schedule “B” will be effective April 1, 2004, will be reflected in the recognition clause of the collective agreement and will be reviewed by the parties on a go forward basis and evaluated when the parties begin the maintenance process under the pay equity plan;

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

1. The collective agreement between the Hospital and the Union applies to all employees in the bargaining unit, irrespective of whether they work in the Hospital, in any of the Other Vote Programs or in the Cardiac Wellness program except as clarified in this Letter of Understanding.

2. For the purposes of Article 13 – Filling of Vacancies and Job Posting and Article 14 – Seniority, the parties agree that the following will apply:
 - A) Psychologist I (Ph.D.) – Schedule “A” and Mental Health Psychologist – Schedule “B” are interchangeable;
 - B) Psychometrist I – Schedule “A” and Mental Health Psychometrist – Schedule “B” are interchangeable;
 - C) Social Worker II (MSW) – Schedule “A” and Mental Health Social Worker II – Schedule “B” are interchangeable;
 - D) Social Worker I (BSW) – Schedule “A” and Mental Health Social Worker I – Schedule “B” and Addictions Social Worker – Schedule “B” are interchangeable;
 - E) Kinesiotherapist – Schedule “A” and Exercise Specialist – Schedule “B” are interchangeable;
 - F) Therapeutic Recreation Specialist – Schedule “A” and Community Therapeutic Recreation Specialist – Schedule “B” are interchangeable.

For clarity, the term “interchangeable” when used above means that for the purposes of vacancies and layoffs the classifications will be treated as though they are one. For example, Mental Health Social Worker II’s would be eligible to post into a vacant Social Worker II position or vice versa. For further example, in a layoff situation a Kinesiotherapist could exercise their “bumping” right into an Exercise Specialist position or vice versa.

The parties further agree that specific job qualifications or requirements continue to apply notwithstanding the interchangeability of the classifications for the purposes of Article 13.

3. The parties agree that any employee who elects to accept a position at any of the Hospital, in any of the Other Votes Programs or Cardiac Wellness Program will be paid at the rate applicable to the position which they accept whether or not this is an increase or decrease from their former rate.
4. The parties further agree that where an employee is in a position whereby they perform work in both a Hospital program and in any of the Other Votes Programs or Cardiac Wellness Program contemporaneously, the employee will be paid the Hospital program rate.
5. For clarity, the parties agree that no employee working in any of the Other Votes Programs or Cardiac Wellness Program has the right to bump/displace/fill any existing vacancy as a result of the agreement between the parties to establish the new classification at the Other Votes Programs/Cardiac Wellness Program.

LETTER OF UNDERSTANDING

B E T W E E N:

**WINDSOR REGIONAL HOSPITAL
(Hereinafter referred to as “the Hospital”)**

-and-

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU), Local 143
(Hereinafter referred to as “the Union”)**

WHEREAS the Hospital and the Union are parties to a collective agreement which expires March 31, 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 Masters degree in Pastoral Ministry will be placed at the appropriate level within the Chaplain II classification.
- 4) 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.

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 – 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 23, 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 be guided by the following principles:

- (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 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 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.

Signed this day of in the City of Windsor, 2008

WINDSOR REGIONAL HOSPITAL

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

MEMORANDUM OF AGREEMENT

Between

WINDSOR REGIONAL HOSPITAL
(Hereinafter referred to as the "Hospital")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU), Local 143
(Hereinafter referred to as "the Union")

WHEREAS the Hospital and the Union have been negotiating in an attempt to renew the terms of their collective agreement that expired on March 31, 2006;

AND WHEREAS the Hospital and the Union have discussed the issue of increased funding received to the Problem Gambling Service Program and that this additional funding is on a cash basis and therefore must be utilized prior to the end of this fiscal year (March 31, 2008);

AND WHEREAS the Hospital and the Union agree that in order to maintain provincially competitive rates and to minimize the impact of any retroactive settlement or interest arbitration award it is advisable to make a payment to the employees in the Gambling Counsellor classification pending the resolution of the collective agreement by way of negotiations or interest arbitration.

NOW THEREFORE the parties agree as follows:

- 1. All employees in the Gambling Counsellor classification will receive a one time wage adjustment of eleven percent (11 %) to their base hourly wage rate for all hours that they actually worked retroactive to April 1, 2007.**
- 2. The Parties further agree that the Gambling Counsellor classification remains properly evaluated and scored for the purposes of Pay Equity in the 436-510 Band.**
- 3. The Hospital will make the retroactive payment outlined above within three (3) full pay periods following March 31, 2008. In addition, the Hospital will implement the new wage rates by three (3) full pay periods following March 31, 2008.**
- 4. As discussed, this eleven percent (11%) wage increase is as a result of receiving special funding to the Problem Gambling Program specific to the Gambling Counsellor classification in order to reflect market wage rates for the same classification in the Province of Ontario.**
- 5. This payment by the Hospital is without prejudice to the Union in either attempting to negotiate or persuade an interest arbitration board that they are entitled to a further increase.**

Signed this day of 2008, in the City of Windsor.

WINDSOR REGIONAL HOSPITAL

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

LETTER OF UNDERSTANDING

B E T W E E N:

**WINDSOR REGIONAL HOSPITAL
(Hereinafter referred to as “the Hospital”)**

-and-

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU), Local 143
(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 21 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.

Signed this ____ day of _____ 2008, in the City of Windsor.

WINDSOR REGIONAL HOSPITAL

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

