

Collective Agreement

between

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

and

Windsor Regional Hospital

DURATION: April 1, 2022 - March 31, 2025



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

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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 101**
(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.

ARTICLE 2 – RECOGNITION

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

Audiologists (Registered, Non-Registered and Lead)
Cardio-Vascular Technologist (CVT 1 (Stress and Holter), CVT II (Echocardiography), and CVT III (Echo, Stress and Holter)
Chaplain I and II
Child Life Specialist
Communicative Disorders Assistant
Dietitians (Registered, Non-Registered and Lead) Discharge Planner, Senior Infant Hearing Screening Assistant
Kinesiologist
Learning Consultant
MRI Technologist (Registered, Non-Registered and Lead) Multi-Media Specialist
Nuclear Medicine Technologist (Registered, Non Registered and Lead)
Occupational Therapist (Registered, Non-Registered and Lead) Orthopedic Technologist
Pathologist's Assistant, Certified, Non-Certified
Pharmacists (Registered, Non-Registered and Resident), Clinical Pharmacy Specialists
Pharmacy Technicians (Registered, Non-Registered and Lead) Physiotherapists (Registered, Non-Registered and Lead) Psychologist (Ph.D.)
Psychometrist (Hon B.A.)
Pulmonary Function Technician

Respiratory Therapist (Registered, Non-Registered and Lead) Social Worker-MSW, BSW
 Speech Language Pathologist (Registered and Lead)
 Therapeutic Recreation Specialist
 Mental Health Counsellor
 Medical Radiation Technologist (Registered and Lead)
 Medical Laboratory Technologist (Registered and Lead) Medical Laboratory Assistant
 Diagnostic Medical Sonographer (Registered and Lead)
 Ultrasound Tech Aide
 EEG Technologist (Registered, Non Registered and Lead)
 EKG Technologist (Registered, Non Registered and Lead)
 Cardiac Device Technologist
 Clinical Instructor-Nuclear Medicine, Radiology
 Radio Pharmacy Nuclear Med Tech
 Radioisotope Tech
 Polysomnographic Technologist
 Cytotechnologist (Registered)
 Anesthesia Assistant (Registered)
 Autopsy Assistant
 Laboratory Information Specialist

- 2.02 The term "full-time employee" when used in this Agreement will mean a regular employee who is regularly scheduled to work thirty-seven and one-half (37 ½) hours weekly or on an average of seventy-five (75) hours in a bi-weekly pay period, exclusive of a daily lunch period of one-half (½) hour.
- 2.03 The term "part-time employee" used in this Agreement will mean a regular employee who is regularly scheduled to work a minimum of fifteen (15) hours but less than thirty-seven and one-half (37 ½) hours per week exclusive of a one-half (½) hour lunch or an average of thirty (30) hours in a bi-weekly pay period. Notwithstanding the foregoing, part-time employees cannot be regularly scheduled to work in excess of thirty (30) hours per week without mutual agreement unless the employee is the least senior employee available and qualified to perform the work. The parties will review part-time hours in January of each year.
- 2.04 The term "casual employee" when used in this Agreement shall mean an employee who is used on a casual or as needed basis but may be regularly scheduled up to a maximum of fifteen (15) hours in a pay period. Casual employees will not be utilized if part-time employees in the department/classification are available and qualified to perform the work. A casual employee who has been offered work, but has not accepted work and has not worked in a period of six (6) months will be deemed to have resigned. The Employer will notify the Union of any casual employee who has been deemed to have resigned under the Article. This Article will be interpreted in a manner consistent with the *Human Rights Code*.
- 2.05 Nothing contained in this Agreement shall be construed as being a guarantee of any number of hours of work per day or days per week.

- 2.06 The term “active team lead” when used in this Agreement will mean regular employees who are consistently scheduled to perform regular duties of the base classification.

ARTICLE 3 - STRIKES OR LOCKOUTS

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

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

ARTICLE 4 - HOSPITAL & UNION'S RESPONSIBILITY

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

The Hospital and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of their membership or non membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising their rights under the Collective Agreement.

- 4.02 It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of any ground protected under the *Ontario Human Rights Code* or any other factor which is not pertinent to the employment relationship.
- 4.03 Every employee who is covered by this Agreement has a right to freedom from harassment in the workplace in accordance with the *Ontario Human Rights Code*.
- 4.04 The Hospital and Union recognize their joint duty to appropriately accommodate employees in accordance with the provisions of the *Ontario Human Rights Code*. The parties agree that the goal is, where possible, to return the employee to full, active duty in the workplace through a safe and expedient process.

- 4.05 (a) It is agreed that upon commencement of employment, new employees shall be advised by a representative of the Hospital of the existence of the Union and of the conditions surrounding their employment, as contained in the within Collective Agreement, and rules that may be formulated under its terms. It is agreed that upon commencement of employment in their classification, the job duties and responsibilities will be clearly defined within the context of the job descriptions.
- (b) The Employer agrees that copies of job descriptions will be made available to the Union upon request. When a new position or classification is developed, the Employer will provide a copy to the incumbent(s) and the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

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

ARTICLE 6 – UNION SECURITY

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

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

- 6.02 The amount of such dues shall be certified to the Hospital by an authorized officer of the Union.
- 6.03 The dues deducted from all employees within the Bargaining Unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Hospital not later than the fifteenth (15th) day of the following month. A copy of this record of employees from whom pay deductions have been made shall also be sent to the Local 101 President or local designate.
- 6.04 This compulsory deduction of dues shall continue during the lifetime of this Agreement and shall be continued throughout any period during which the parties are engaged in negotiations with a view to making a new Agreement, and it shall apply to all employees in the Bargaining Unit.
- 6.05 The Employer agrees to include the annual total of dues deducted on each employee's T4 slip.
- 6.06 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Director of Human Resources/Labour Relations Officer or their designate, and the designated, authorized member of the Union and the Local Regional Office.
- 6.07 During the term of this Agreement, the Employer agrees to furnish the Union monthly with a written list of all new employees who have been hired during the previous month. This list to include the employee's name and department in which they are working.

ARTICLE 7 - EMPLOYEE REPRESENTATION

7.01 Employee Representatives

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

- 7.02 No employee shall enter into any agreement with the Employer, or any of its representatives which conflicts with the Collective Agreement. No individual member or group of members shall undertake to represent the Union at meetings with the Hospital without proper authorization of the Union.
- 7.03 The Union shall have the right to the assistance of OPSEU/SEFPO representatives at all times and the representatives shall be given reasonable access to Hospital premises to assist the members.

7.04 The Employer agrees to permit a representative of the Union to interview new employees as a group during orientation for a maximum of thirty (30) minutes without loss of pay for the purpose of discussing the benefits and duties of Union membership and their responsibilities and obligations to the Hospital and the Union. Management shall designate a place on the Hospital premises for such interviews and shall have the right to have a Hospital representative attend any such interview if it so wishes. The Employer will notify the Union President, or designate, when orientation of any new OPSEU/SEFPO members will be taking place.

7.05 **Grievance Committee**

The Grievance Committee will be comprised of up to three (3) employee representatives and a staff representative of the Ontario Public Service Employees Union. The Employer agrees to recognize Union Stewards to be elected or appointed from amongst the employees in the bargaining unit for the purpose of handling grievances as provided under this Collective Agreement. However, it is understood and agreed that no more than one (1) Union steward shall be absent from the same department or working unit for this purpose.

7.06 Stewards and representatives shall be granted reasonable time-off without loss of pay to attend to needs of the members. Such time-off shall be requested with as much advance notice as possible to the respective Department Manager or designate and shall be without loss of pay, except while attending an Arbitration Board meeting. The employee will report to their immediate Supervisor directly upon the completion of Union Business and return to work. The Parties agree that one (1) representative of the Union executive who is designated to be responsible for grievance presentation at mediation shall be paid for time-off to attend mediation sessions relating to grievance medication settlement.

7.07 **Negotiating Committee**

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

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

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

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

7.10 **Employee Relations Committee**

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

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

The purpose of the Committee includes:

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

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

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

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

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

7.12 **Part-Time Utilization Information**

The Hospital agrees to supply the Local Union with part-time/full-time hours utilization by department, at the time specified for the posting of seniority lists.

The parties may discuss part-time/full-time utilization through the Labour Management Committee. The Hospital agrees to consider Union proposals for alternate distribution of hours between part-time and full-time. The Union recognizes the Hospital's right to determine such utilization.

7.13 **Pay for Members of Central Negotiating Committee**

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

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible. The parties agree, at the earliest stage of the grievance procedure, either party upon request is entitled to receive from the other, full disclosure. Employees have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. Where the Hospital deems it necessary to suspend, discipline or discharge an employee, the Hospital shall notify the Union, in writing, of such suspension or discharge.
- 8.02 For the purpose of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Hospital relating to the interpretation, applications, administration, and alleged violation of the Agreement or whether a matter is arbitrable.

- 8.03 It is understood that an employee has no grievance until they have first given their Department Head the opportunity of adjusting their complaint. Such complaint shall be discussed with their Department Head within fourteen (14) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance and, failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following their Department Head's decision in the following manner and sequence:

Step No. 1

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

Step No. 2

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

8.04 **Policy Grievance**

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which they could have instituted themselves and the regular grievance procedure shall not be thereby bypassed. Where the grievance is a Hospital grievance, it shall be filed with the Local Union President or designate.

8.05 **Group Grievance**

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing, signed by each employee who is grieving to the Department Head or their designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step No. 1 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance.

8.06 **Discharge Grievance**

A claim by an employee that they have been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date of discharge is effected.

8.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

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

8.09 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a Nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Ministry of Labour for the Province of Ontario, shall have power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to agree upon a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson .

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

8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by mutual parties.

8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- 8.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 8.15 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 8.16 Wherever arbitration board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.
- 8.17 Each employee shall have reasonable access to their file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Employer. A copy of the evaluation will be provided to the employee at their request. The Employer agrees that letters of discipline will only be kept on file in the employee's official Personnel record.
- 8.18 Any letter of reprimand or suspension or other sanction, except for such disciplinary documents related to professional client practice, shall be removed from the record of the fifteen (15) months following the receipt by the employee of such letter, suspension or other sanction provided that the employee's record has been discipline-free for fifteen (15) months.

ARTICLE 9 - BULLETIN BOARD

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

The parties agree that all job postings will be posted electronically on the Hospital's intranet which shall be made accessible via one (1) or more terminals situated at each Hospital site.

ARTICLE 10 - FILLING OF VACANCIES AND JOB POSTING

- 10.01 Where a vacancy exists, or where the Employer creates a new position in the bargaining unit, the Employer shall inform the President (or designate) of the Union of the position being posted. The notice to the Union will include the position and reason for the posting (i.e. new position or vacancy of a current position), the member's name and reason for vacancy.

The Employer will then post on the intranet (which shall be made accessible via one or more terminals situated at each Hospital site) a notice of the position stating the location, title, description, and salary range, hours of work, and whether the position is full-time or part-time. In addition, the posting will provide some indication of the number of hours the job requires. This should not be construed as any guarantee of hours of work, or in any way a limitation on the Employer's right to increase or decrease the hours of work as required.

Such notice shall be posted for seven (7) calendar days in order that all members of the bargaining unit will know that the position is open and will be able to make written application to the Human Resources Department. Where there is more than one applicant 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. The Hospital will endeavour to select the successful applicant within thirty (30) days of the initial posting. Should the position remain unfilled after posting externally, the position shall remain posted externally until filled. There will also be a link on the intranet containing the posting.

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

Employees selected for a posted vacancy will be released to their new position as soon as possible, but no later than six (6) months after accepting the position, unless due to staffing or training issues which shall be disclosed to the Union and the employee impacted by the posting.

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

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

- 10.03 An employee who accepts a position within the same classification within the bargaining unit shall be entitled to a trial period in the new position of thirty (30) working days and if at the expiration of that period they are found by the Employer to be unsuitable or if the employee does not wish to continue in the new position, they shall be entitled to return to their former position without loss of pay, seniority or other benefits, displacing any member of the bargaining unit who has filled that position during such trial period. The trial period may be extended by mutual agreement for a further period of thirty (30) working days.

- 10.04 An employee who accepts a position in a lower classification within the bargaining unit shall be entitled to a trial period in the new position of sixty (60) working days and if at the expiration of that period they are found by the Employer to be unsuitable or if the employee does not wish to continue in the new position, they shall be entitled to return to their 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.
- 10.05 For the purpose of job postings only, the hours of work on the seniority list for part-time and casual employees will be updated to the end of the pay period immediately prior to the date of the job posting.
- 10.06 **Transfer File**
- (a) The Hospital will establish and maintain an employee transfer file for persons on vacation, off sick due to illness or injury, or persons on an approved leave of absence. Whenever job postings occur, the Hospital shall consider said employees provided that they have completed (and submitted) a transfer request form indicating their interest in transferring from their present job.
 - (b) The request for transfer will indicate: the employee's name, qualifications, experience, present area of assignment, seniority and requested area(s) of assignment. A request for transfer shall become active as of the date and time it is received by the Hospital and shall remain active only until the employee returns to work.
 - (c) The requests for transfer will be considered as application for posted vacancies. Employees will also be eligible for consideration when such employees have applied, in writing, for the posted opening within the posted period.
- 10.07 It is understood that an employee who is the successful applicant to a job posting pursuant to this Article will have forty-eight (48) hours to accept such offer. If the second successful applicant declines the position, the process will continue subject to the terms of this Article.
- 10.08 **Temporary Vacancies**
- (a) Temporary vacancies created by full-time employees being on pregnancy leave, parental/adoption leave, illness or injury or approved leave of absence exceeding four (4) months will be filled as per the above provisions in Articles 10.01 to 10.07. Temporary vacancies not exceeding four (4) months will be filled as follows:
 - (i) A regular part-time employee who has completed the probationary period will be given preference on a rotational basis in accordance with qualifications and ability to fill the position.

- (ii) If a regular part-time employee is not available to fill the position, the Manager will evaluate the possibility/feasibility of dividing the hours of the temporary vacancy amongst the remaining part-time within the department/unit program.
 - (iii) If the position cannot be filled under sections (i) and (ii) above, then casual employees will be offered the position in accordance with qualifications and ability to fill the position.
 - (iv) if the position cannot be filled under sections (i), (ii) and (iii) above, then the Hospital may fill that position as it sees fit.
- (b) Temporary vacancies created by part-time employees being on pregnancy leave, parental/adoption leave, illness or injury or approved leave of absence exceeding four (4) months will be filled as per the above provisions in Articles 10.01 to 10.07. Temporary vacancies not exceeding four (4) months will be filled as follows:
 - (i) If a regular part-time employee is not available to fill the position, the Manager will evaluate the possibility/feasibility of dividing the hours of the temporary vacancy amongst the remaining part-time within the department/unit program.
 - (ii) If the position cannot be filled under sections (i) above, then casual employees will be offered the position in accordance with qualifications and ability to fill the position.
 - (iii) If the position cannot be filled under sections (i) and (ii) above, then the Hospital may fill that position as it sees fit.
- (c) Once the temporary vacancy ceases, the employee shall be returned to their former position. If a person hired under this Article fills the temporary vacancy, the release of such person shall not be the subject of a grievance or arbitration.
- (d) An employee who is offered and accepts a temporary vacancy must complete such vacancy prior to being considered for a new temporary vacancy unless such new temporary vacancy begins after the end of the current temporary vacancy position or the new temporary vacancy would allow permanent employees to change status (ie. part-time to full-time).

10.09 **Temporary Employee Seniority**

- (a) The Hospital agrees that for the purpose of this Agreement, temporary employees shall become members of the bargaining unit if continuously employed beyond the end date of the temporary contract/assignment. Such temporary contract/assignment end date may be extended by mutual agreement between the Hospital and the Union.

- (b) 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.

- (c) Employees hired by the Employer under this Article shall not accumulate seniority, but shall pay union dues. These employees shall be terminated at the end of their employment as specified above. If such employees successfully post into a permanent position within the bargaining unit, prior to the end of the term of their contract, they will be credited with seniority from their first date of hire provided there has not been a break in service of greater than thirty (30) days. The release or discharge of such employee at the completion of the temporary contract shall not be the subject of a grievance or arbitration.

ARTICLE 11 – SENIORITY

11.01 Probationary Period

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

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

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

11.02 **Seniority Cancellation**

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

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

- (j) if the employee as a condition of employment fails to pass professional society exams which lead to professional registration or certification requirements. This shall not adversely affect any employee hired prior to October 23rd, 1990.
- 11.03
- (a) "Continuous service" is defined as the length of continuous employment with the Employer since the last date of hire.
 - (b) "Seniority" is defined as the length of continuous employment within the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union subject to provisions in the applicable Collective Agreement where seniority does not or did not accrue.
 - (c) Provided employees have completed their probationary period, as provided in Article 11.01, employee's seniority shall be based on the following:
 - (i) a part-time and casual employee shall accumulate seniority based on paid hours provided, however, that no part-time or casual employee shall accumulate more than nineteen hundred and fifty (1950) hours of seniority in any one-year calculation period. For clarity, Article 11.03 (c)(ii) governs the threshold for advancement of part-time and casual employees on the wage grid. For the purpose of wage grid movement no part-time employee may advance more than one (1) time in the employee's anniversary 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 one thousand and six hundred and fifty (1650) paid hours. Should a part-time or casual employee complete one thousand, six hundred and fifty (1650) paid hours prior to their anniversary date, their initial advancement will occur on that date. Any subsequent advancements shall then be determined from this date forward as per (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 their classification as a result of the change in status.
 - (iv) Seniority shall continue to accumulate during any paid leave and for the first ninety (90) days of any voluntary unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority they had when they completed the first ninety (90) day period of unpaid leave.
 - (v) It is understood that during pregnancy leave or parental/adoption leave seniority shall continue to accrue. Part-time employees will accrue seniority based upon the average of hours paid on the previous twelve (12) months, prior to the first day of leave.

- (vi) It is understood that seniority shall accrue during periods of unbroken employment including a period of thirty (30) months from the commencement of an absence due to compensable injury and the employee is receiving workplace safety and insurance benefits and a period of twelve (12) months from the commencement of an absence due to non-compensable injury, illness or lay-off.
- (vii) For the purpose of calculating seniority accrual for regular part-time employees for the periods above, seniority shall be pro-rated using the hours of worked during the twelve (12) month period prior to the commencement of the leave.

11.04 **Lay-offs and Recall**

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

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

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

11.05 **Long-Term Lay-offs**

- (a) In the event of a lay-off, the Hospital shall lay-off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.
- (b) A full-time employee who is subject to lay-off shall have the right to either:

- (i) Accept the lay-off and be placed on a recall list for the period in accordance with Article 11.02 (g). During this period of lay-off, the employee may elect to receive payment of some or all of their earned vacation credits up to a maximum period of the lay-off. It is understood that their vacation bank and entitlement will be appropriately reduced for that vacation year; or
- (ii) Displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit, provided the employee subject to lay-off is qualified to perform the duties of the lower or identical classification. Such employee so displaced shall have the same rights as provided in this Article.

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

- (iii) In the event that no full-time job is available, a full-time employee may displace a part-time employee on the same basis in (b) above.
- (c) A part-time employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off, and be placed on a recall list for the period in accordance with Article 11.02 (g). During this period of lay-off, the employee may elect to receive payment of some or all of their earned vacation credits up to a maximum period of the lay-off. It is understood that their vacation bank and entitlement will be appropriately reduced for that vacation year; or
 - (ii) displace a part-time employee who has lesser bargaining unit seniority and is the least senior part-time employee in a lower or identical paying classification in the bargaining unit, provided the employee subject to lay-off is qualified to perform the duties of the lower or identical classification. Such employee so displaced shall have the same rights as provided in this Article.
- An employee who has the right to displace another employee shall have the right to the same training period as would typically be accorded to a new employee. Such training period may commence prior to the anticipated displacement.
- (iii) A part-time employee will not be entitled to displace a full-time employee.
- (d) An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level they would have achieved in the lower classification based on their service and experience with the Hospital.

- (e) Employees, while on lay-off, shall not accrue vacation pay.
- (f) After receipt of written notice of lay-off, affected employees will have a period of up to fourteen (14) calendar days to indicate to the Hospital their choice of options as outlined in this Article. Where requested, the employee will have the opportunity to meet with the Hospital, and be provided with Union Representation to discuss the options. The Hospital agrees to meet with the affected employee(s) within seven (7) calendar days after it has received written notification of the employee's choice of entitlement, in order to verify their choice or to discuss alternatives. Should the employee fail to make an election by the end of the fourteen (14) calendar day period, they will be deemed to have accepted the lay-off. Timelines may be extended by mutual agreement.

11.06 **Short-Term Layoff**

An employee who is subject to layoff for a period not greater than thirteen (13) weeks shall have the following entitlements:

- (a) Where the Hospital determines that it is necessary to implement a reduction of a service on a short-term basis that may lead to a short-term layoff of staff, it will notify the affected employee(s) and the Union as soon as possible. The Hospital will allow the affected staff to use vacation, other accrued time or unpaid leave to minimize the effect of the reduction.
- (b) Accept the layoff and be placed on a recall list for up to twenty-four (24) months. During this period of layoff, the employee may elect to receive payment of some or all of their earned vacation credits up to a maximum of the period of layoff. It is understood that their vacation bank and entitlement will be appropriately reduced for that vacation year; or
- (c) Displace an employee within their classification who has lesser bargaining unit seniority and who is the least senior employee within their classification, if the employee originally subject to layoff can perform the duties of the least senior in their classification in their discipline.
- (d) If the employee cannot displace an employee in (c), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in their discipline, if the employee originally subject to layoff can perform the duties of the least senior in a lower or identical paying classification in their discipline.
- (e) An employee who has the right to displace another employee under (c) or (d) must be able to perform the normal duties of the position with a reasonable orientation period.

11.07 **Notice of Recall**

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

Definition of Lay-Off

- (a) An employee will be considered laid off and have recall rights as per the Collective Agreement if,
 - (i) A full-time employee displaces into a lower wage rate
 - (ii) A full-time employee displaces into a part-time position
 - (iii) A full-time employee does not retain a regular full-time position
 - (iv) A part-time employee displaces into a lower wage rate
 - (v) A part-time employee does not retain a regular part-time position
- (b)
 - (i) A full-time employee who has been laid off shall have opportunity for recall from lay-off in order of seniority to an available full-time or part-time opening if the position has not been filled as per Article 10 of the Collective Agreement provided they have the qualifications and ability to perform the work. The regular full-time employee who accepts a recall to a temporary position, a lower paid classification or to a regular part-time position shall retain their recall rights to a regular full-time position in their previous classification and Schedule in accordance with this Article.
 - (ii) A part-time employee shall have the opportunity for recall from lay-off in order of seniority to an available part-time opening, if the position has not been filled as per Article 10 of the Collective Agreement, provided they have the qualifications and ability to perform the work. The regular part-time employee who accepts a recall to a temporary position, or a lower paid classification shall retain their recall rights to a regular part-time position in their previous classification and Schedule in accordance with this Article.
 - (iii) An employee who is recalled shall be credited with the seniority they had at the time of the lay-off.
- (c) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provisions, or have been found unable to perform the work available.

- (d) The Hospital shall notify the employee of posting or recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth (5th) day following the date of mailing). The notification shall state the job being posted or the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Hospital. If the employee declines a recall opportunity to a job in their former classification and status regardless of Wage Schedule, then recall rights have been fulfilled by the Employer and the employee shall have no further recall rights.
- (e) The employee recalled and reinstated to their former classification shall receive the appropriate rate of pay for that classification at the time of recall. Any employee recalled and reinstated to any other position will receive the appropriate rate of pay for such position at the time of recall.
- (f) The Hospital and the Union recognize their joint responsibility and commitment to cooperate and participate in any government funded programs available to assist employees affected by a lay-off.
- (g) For the purpose of Article 11.02 (g), the thirty (30) month period will be re-established in situations where a laid off employee is recalled, returns to work in a temporary position and where such temporary position ends.

11.08 **Early Retirement Incentive and Voluntary Severance Payments**

The following applies to all Employees:

- (a) Before issuing notice of long term lay-off to employees pursuant to Article 11.04 and following notice to the Union pursuant to Article 11.04 (a) (i) and (b), the Hospital will make offers of early retirement allowance in accordance with the following conditions:
 - (i) The Hospital will first make offers in order of seniority in the department(s) and in classifications where lay-offs would otherwise occur. The Hospital will offer the same number of early retirements as the number of lay-offs it would otherwise make.
 - (ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the Hospital pension plan).
 - (iii) If no employees on the unit affected accept the offer, the Hospital will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.

- (iv) The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary.
- (b) If after making offers of early retirement, individual lay-off notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:
 - (i) The Hospital will first make offers in the classifications within department(s) where lay-offs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
 - (ii) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
 - (iii) In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employee remaining is not qualified to perform the available work.
 - (iv) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

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

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

- (ii) Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term lay-off, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1250.00).

11.09 **Temporary Service Reduction**

Service Shutdown (Christmas, March Break, Summer)

- (a) When the Hospital intends to reduce services in whole or part for up to two (2) consecutive weeks at a time, for example, over Christmas, March Break, or summer shutdown, the Union shall be provided with written notification as far in advance as possible, but certainly no less than eight (8) 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 lay-off for the purpose of exercising bumping rights. However, the Hospital will make every reasonable effort to ensure that those who wish to continue working will be afforded such an opportunity. If an employee is required to accept an unpaid leave of absence during a temporary service reduction, a Record of Employment indicating a "shortage of work" will be provided in accordance with the *Employment Standards Act 2000*.

Other Temporary Service Reductions due to work shortage

- (c) An employee who is subject to lay-off for a period not greater than thirteen (13) weeks shall have entitlements in accordance with Article 11.06.

If an employee is required to accept an unpaid leave of absence during a temporary service reduction, a Record of Employment indicating "shortage of work" will be provided, if requested, in accordance with the *Employment Standards Act 2000*.

- (d) An employee who is subject to lay-off for a period greater than thirteen (13) weeks shall have entitlements in accordance with Article 11.05.

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

- (a) An employee presently in the bargaining unit represented by the Union, who elects to transfer to a Non-Union position with the Hospital, outside of the bargaining unit, shall maintain their seniority earned while a member of the bargaining unit, and shall also be credited with full seniority acquired during the time they were employed outside the bargaining unit providing such position outside the bargaining unit does not extend for a period of time in excess of twelve (12) calendar months in the non-bargaining unit position.

Upon agreement by the Union, this leave may be extended by a further six (6) months.

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

11.11 **Seniority List**

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

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

11.12 **Temporary Upgrading/Responsibility Pay**

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

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

ARTICLE 12 - TECHNOLOGICAL CHANGES

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

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

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as set forth above and the requirements of the applicable legislation.

- (b) Where the Employer alters an employee's job description in the bargaining unit, the Employer agrees at the earliest reasonable time to notify the employee of such change or changes. If requested by the affected employee(s), the Employer will meet to discuss the effect of such changes and the employee(s) at their option may have a Union Representative present. Upon request, the Employer will provide the Union President with a copy of any bargaining unit job description.
- (c) Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given an appropriate period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months. When needed, the employee and manager/or designate will meet periodically to review the training progress.

ARTICLE 13 - SICK LEAVE

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

13.02 Sick Leave for Full-Time Employees

- (a) The Hospital is responsible for providing and funding a short-term sick leave plan for full-time employees at least equivalent to that described in the most current Hospitals of Ontario Disability Income Plan (HOODIP 1992) brochure.

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

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

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

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

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

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

- (iii) Where, as of the date outlined in Article 13.02(a), a full-time employee does not have the required service to qualify for payout on termination, their 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).

13.03 **Frozen Sick Banks**

- (a) The Hospital and the Union confirm that all sick leave plans, prior to HOODIP, have terminated as of May 29th, 2004.
- (b) All employees who hold a frozen sick bank shall be entitled to a payout of the “sick leave bank” on termination of their employment or in the case of death, the employee’s estate. The amount of the payout shall be a cash settlement at the employee’s then current salary rate for any unused sick credits to the maximum as provided below:

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

plus

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

- 13.04 (a) No sick pay benefit is payable under HOODIP for the first fifteen (15) hours of absence for the sixth (6th) and subsequent period(s) of absence in the same fiscal year. Absences due to chronic conditions as recognized by the Hospital’s Employee Health Department shall not be considered absences under HOODIP. In addition, where the Hospital requires an employee to isolate due to illness, such isolation days shall not be considered absences under HOODIP.

- (b) **Doctor Certificate**

The Employer shall have the right to demand production of a medical certificate when an employee has been absent from duty due to illness or injury for three (3) days or more and on the fourth (4th) separate occasion of one (1) day or more duration in a calendar year. Such medical certificate shall indicate the first and last day of illness and that the employee is fit to resume work, and when such medical certificate is demanded and not produced by the employee, the Employer shall not be required to pay the employee wages for any time away from work. It is understood and agreed that any demand for production of a medical certificate shall be made by the Manager or in their absence, a person acting on their 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.

13.05 **Medical and Dental Appointments**

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

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

- (a) Absence due to illness or injury, compensable by the Workplace Safety and 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 the Workplace Safety and Insurance Board for a period longer than one (1) complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit they would receive from the Workplace Safety and Insurance Board if their claim was approved or the benefit for which they 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 and Insurance Board. If the claim for Workplace Safety and Insurance Board benefits is not approved, the Hospital shall provide to the employee suitable modified work in accordance with the work restrictions as outlined in the evidence of disability. All parties acknowledge and understand the obligation to cooperate in an early and safe return to work plan. Any monies paid as an advance will be applied towards the benefits to which the full-time employee would be entitled under the short-term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

The above provision will also apply to those part-time employees who are absent from work as a result of an illness or injury sustained at work and who are awaiting approval of a claim from the Workplace Safety and Insurance Board 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.

13.07 **Leave of Absence without Pay Due to Illness**

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

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Personal Reasons

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

14.02 Union Leave

(a) Local Union Business

- (i) The Hospital agrees to grant leaves of absence without pay to Local Bargaining Unit members for the purpose of attending Union seminars and/or attending to Union business, providing suitable replacement can be obtained. The Hospital will make every reasonable effort to obtain a suitable replacement. The total leave of absence shall not exceed twenty (20) scheduled working days per person, per year. Not more than five (5) employees shall be eligible for such a leave of absence at one time, and of any such five (5) employees, not more than one (1) shall be from any one (1) work unit of the Hospital.
- (ii) A request for leave of absence shall be made by the employee or Union representative, in writing, not less than two (2) weeks prior to the commencement of such leave.

(b) **Union Position Leave – Full-Time**

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

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

14.03 **Pregnancy Leave**

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

- (a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of their 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 they intend 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 their 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 they intend to resign.

- (b) An employee on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act* shall apply for and be paid a Supplemental Employment Benefit. This benefit will be equivalent to the difference between eighty-four per cent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the statutory waiting period and shall continue thereafter for a maximum period of fifteen (15) weeks provided the employee provides to the Hospital their Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked, prior to the commencement of the leave, times their 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.

The Hospital will pay the employee who otherwise qualifies for top-up eighty-four percent (84%) of their regularly weekly earnings during the first week of the leave while waiting to receive Employment Insurance Benefits.

(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 no later than seventy-eight (78) weeks after the date the baby is born or the date their child first came into care, custody and control.

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

- (d) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act* except where amended by this provision.

An employee who commences a parental leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance Benefits, pursuant to the *Employment Insurance Act* shall be paid a supplemental Employment Benefit which is equivalent to the difference between eighty four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings for a maximum of ten (10) weeks.

The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked, prior to the commencement of the leave, times their normal weekly hours.

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

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

The Hospital will pay the employee who otherwise qualifies for top-up eighty-four percent (84%) of their regularly weekly earnings during the first week of the leave while waiting to receive Employment Insurance Benefits.

- (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 19 of this Agreement unless the employee gives the Hospital written notice that the employee does not intend to pay the employee's contribution, if any, to such benefit plans. The Hospital will continue to contribute its share of any premiums for such benefits while the employee continues absence on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

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

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

14.04 **Educational Leave and Professional Development**

- (a) The Employer recognizes the importance 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 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. Seniority during such leave shall accumulate as per Article 11.03 (c)(iv).
- (b) Employees who as a condition of employment must meet professional registration or certification requirements will be granted Leaves of Absence with pay in order to write professional society exams leading to such registration or certification.
- (c) Expenses associated with an employee requested educational leave shall be reimbursed at the sole discretion of the Employer. All requests must be submitted in writing to the Manager prior to the requested leave. All requests by employees for educational leave shall be granted in a fair and equitable manner.
- (d) Where the Employer requires or requests that an employee obtain or retain a license or certification outside the normal requirements for the classification, the necessary time involved as mutually agreed will be treated as paid time at the regular rate of pay.
- (e) Where the Hospital directs and the employee agrees to take an educational course, to upgrade or acquire new employment qualifications such employee shall not lose regular pay because of necessary absence from work due to participation in such course. The Hospital shall pay the full cost of such course in advance. The employee may apply to the Hospital for a reasonable advance to cover additional costs associated with the course.
- (f) Where payment is made for wages under any provision of this Article such payments are agreed to be at straight time and will not trigger any premium payments under any other provision of this Agreement.

- (g) The Hospital will endeavour to schedule mandatory in-service programs or training during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program, e-learning or training within the Hospital and during their regularly scheduled working hours, the employee shall suffer no loss of regular pay.

When an Employee is required by the Hospital to engage in learning opportunities, including e-learning, outside of their regularly scheduled working hours, the Hospital will identify in advance the appropriate time to complete and such time shall be paid at the employee's regular straight time hourly rate of pay.

14.05 **Jury and Witness Duty**

If an employee is requested to serve as a Juror in any court of law or is required by subpoena to attend as a witness in a court proceeding in which the Crown is a party, or is required to attend a coroner's inquest in connection with a case concerning the Hospital, the employee shall not lose pay for regularly scheduled working hours missed due to such attendance, and shall not be required to work on the day of such duty, provided that the employee:

- (a) Informs the Employer immediately upon being notified that the employee will be required to attend Court or the coroner's inquest;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness; and
- (d) Is in attendance at the proceeding for the majority of the work day or is paid for hours in attendance to a maximum of seven and one-half (7 ½) hours.

Applicable to full-time employees

In addition to the foregoing, where an employee is required by subpoena to attend a Court of law or coroner's inquest, in connection with a case arising from the employee's duty at the Hospital, on their regularly scheduled day off or during their regularly scheduled vacation, the Hospital will attempt to reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay. If the Hospital fails to reschedule such employees, the Hospital shall arrange lieu time-off from work for all days the employee would otherwise be off work had it not been for the attendance at a Court or coroner's inquest.

Applicable to part-time employees

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

14.06 **Bereavement Leave**

- (a) An employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to four (4) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours in conjunction with the day of the funeral or memorial service for a parent, step parent, spouse (including same sex spouse), child or spouse's child.
- (b) An employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for up to three (3) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours in conjunction with the day of the funeral or memorial service for a member of their other immediate family. Immediate family, for the purposes of this section, shall mean sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparent of spouse.
- (c) An employee who notifies the Hospital as soon as possible following a bereavement will be granted a bereavement of one (1) working day without loss of regular pay from regularly scheduled hours in conjunction with the day of the funeral or memorial service for the following family members; uncle, aunt, niece, nephew.
- (d) An employee can utilize one (1) day of their entitlement, as determined above, within six (6) months following the date of bereavement for the purpose of attending a burial or memorial service.
- (e) A part-time employee shall receive credit for their seniority and service for such leave. For clarity, such credit shall only apply to bereavement leave with pay.
- (f) A request for bereavement leave of absence shall be in writing on the form to be supplied by the Hospital, but because of the nature of the said bereavement leave of absence, such form may be completed by the employee after they return to work.
- (g) In order to qualify for the foregoing bereavement leave of absence an employee may be required to supply proof of death by way of a doctor's certificate, death certificate or other evidence satisfactory to the Director of Human Resources.
- (h) In the event of the death of an employee's immediate family which occurs outside of the North American continent, the employee shall be entitled to the three (3) days leave of absence with three (3) days' pay. Should the employee choose to travel to the country where the death occurred, they must do so within two (2) weeks from the date of death.
- (i) Requests for additional leave of absence for the purpose of bereavement shall not be unreasonably denied.

- (j) In addition to the foregoing, if any employee is the only person available to make necessary funeral arrangements for any relative, the provisions of the above clauses shall apply.
- (k) In the event that a death of an employee's family member as above occurs during an employee's scheduled vacation period, the leave shall be considered as bereavement leave. Any day(s) of vacation, which would otherwise have been provided, will then be rescheduled at a time mutually acceptable to the Employer and the employee. In scheduling such alternate time, the affected employee will not have the right to displace another employee who has already had their vacation scheduled approved.
- (l) Any employee who notifies the Hospital as soon as possible following the miscarriage of a child will be granted bereavement leave for up to three (3) consecutive scheduled working days off without loss of regular pay from regularly scheduled hours.

14.07 **Leave of Absence - Vacation Credits**

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

14.08 **Prepaid Leave**

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

- (a) The plan is available to employees wishing to defer a portion of their salary according to one of the following schedules, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801:
 - (i) Three (3) years deferral of up to twenty-five (25) percent of annual salary followed by one (1) year leave of absence; or
 - (ii) Four (4) years deferral of up to twenty (20) percent of annual salary followed by one (1) year leave of absence;
- (b) The employee must make written application to the appropriate Department Head at least six (6) months prior to the intended commencement date of the program (i.e. salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall not exceed one (1) per department. However, consideration shall be given to more than one (1) employee taking this leave in departments characterized by independently functioning, multi-units. The year for purposes of the program shall be September 1st of one (1) year to August 31st of the following year or such other twelve (12) month period as may be agreed upon by the employee and the Hospital.

- (d) Written applications will be reviewed by the appropriate Vice-President or their 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 them until the year of the leave, or upon withdrawal of the plan.
- (f) The manner in which the deferral salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, including vacation pay, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other schedule of payment as may be agreed upon between the Hospital and employee.
- (h) All benefits shall be kept whole during the years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained, but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to H.O.O.P.P. will be in accordance with the plan.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the appropriate Department Head. Deferral salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the event of such withdrawal from the plan by the employee, the employee may have the option of being repaid either in a lump sum, or over a period of time, commensurate with the rate of deductions made from the employee's salary.
- (j) If the employee terminated employment, the deferred salary held by the Hospital, plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavour 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 them within a reasonable period of time.
- (l) The employee will be re-instated to their former position unless the position has been discontinued, in which case they shall be given a comparable job. In the event an employee decides, during the course of such leave, not to return to their position, at least twelve (12) weeks' notice shall be given to the Employer.

- (m) Final approval for entry into the prepaid plan will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the Hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the prepaid leave program in accordance with Article 14.08 of the Collective Agreement;
 - (ii) The period of salary deferral and the leave period for which the leave is requested;
 - (iii) The manner in which the deferred salary. The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement.

14.09 **Reservist Leave**

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

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

An employee may be granted unpaid leave without loss of service or seniority for the purpose of fulfilling their obligations to the Canadian Military Reserve in accordance with the *Employment Standards Act*. Requests must be made in writing and will be considered on an individual basis by the Employee's Department Head or designate. Such requests are to be submitted as far in advance as possible.

14.10 **Emergency Leave/Family Medical Leave**

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

ARTICLE 15 - HOURS OF WORK

- 15.01 (a) The normal or standard work week shall be an average of thirty-seven and one-half (37 ½) hours, with a normal or standard work day of seven and one-half (7 ½) hours. Time and one-half (1 ½) shall be paid for all hours worked in excess of seven and one-half (7 ½) hours per day exclusive of a lunch period or in excess of seventy-five (75) hours in a two (2) week period.

- (b) There are departments that schedule shifts of less than seven and one-half (7 ½) hours which shall be identified and signed off by both parties utilizing the template in Article 32 of this Agreement. The Hospital agrees to not schedule staff to regularly work shifts of less than seven and one-half hours (7 ½) without the consent of the Union. Such consent shall not be unreasonably withheld.
- (c) In classifications, departments or working units or programs where more than one (1) shift is scheduled within that classification, all shifts exclusive of the midnight shift, will be distributed in a fair and reasonable fashion proportionate to the total number of shifts scheduled over a six (6) week posted schedule. Where there are multiple start times within a shift, the Hospital will make all reasonable efforts to distribute these in a fair manner as well. Rotation will be reviewed quarterly or earlier if there is an identified need. Employees will be allowed to switch shifts and these switched shifts will not be counted in review of distribution of shifts.
- (d) Overtime will be offered to the most senior qualified employee in the classification including those employees who have been cross-trained, in the department/ unit and active leads. Every attempt will be made to fill the full shift. Where circumstances are such that this cannot be done, hours shall be offered to the qualified employees currently on duty in order of seniority. If there are no volunteers to work the extended shift the most junior qualified employee on a rotational basis working on the shift will be required to remain on duty. Where an employee is required to remain for four (4) hours or more, this shall be considered a "Forced Event". This employee's name will be recorded on a roster to be maintained within the department. Such roster shall be utilized to determine which employee will be required to remain on duty as Forced Events shall be assigned on a rotational basis. It is understood that there will be a combined roster for both forced extensions and forced assignments, with forced extensions being site specific. For clarity, where the most junior employee has already been required to remain four (4) hours or more, the next least senior employee will be required to remain until all those working on that shift have been required to remain once. This is to avoid always having the same employee forced to remain. Requests to cover extended shifts will be offered as soon as the manager is aware of the need. In no circumstances will an employee be forced to work more than two (2) consecutive shifts.
- (e) Employees who work on the shift when conversion from standard time to daylight standard time or vice versa occurs will be paid on a straight time basis for the actual hours worked on that particular shift.

15.02 **The following applies to FULL-TIME employees only**

- (a) There shall be four (4) days scheduled off within the above mentioned two-week pay period. The Hospital will endeavour to provide at least two (2) weekends off in four (4). If an employee is required to work and is scheduled to work a third (3rd) consecutive weekend, the employee will be paid at the overtime rate for all hours worked on a third (3rd) consecutive weekend and any subsequent weekend until a weekend is scheduled off, save and except where:
 - (i) such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
 - (ii) such employee has requested weekend work, or
 - (iii) such weekend is worked as a result of an exchange of shifts with another employee.
- (b) A full-time employee shall not be scheduled to work three (3) different tours of duty (Days, Evenings, Nights) in any single pay period except in case of emergency or by mutual agreement.
- (c) Regular work schedules will not require employees to work more than six (6) consecutive days unless mutually agreed upon between the employee and the Department Head/Supervisor. If more than six (6) days are scheduled, the seventh (7th) and consecutive days worked will be at the rate of one and one-half (1 ½) times the regular straight time rate. There shall be two (2) consecutive days scheduled off if a maximum of six (6) days as scheduled.
- (d) Where there is a mutual agreement between the Employer and the Employee an option of working nine (9) days in a pay period followed by eleven (11) days in the next period will be granted. The working of the eleven (11) day pay period will not trigger overtime premium payment where such worked period has been mutually agreed to. Full-time Employees shall be required in January of each year (or forthwith upon becoming a full-time Employee) to indicate whether they agree to be scheduled in accordance with this Article. Employees who opt-in may not opt-out until January of the following year.
- (e) Full-time employees shall not be allowed to give away scheduled shifts. Shift exchanges with approval of management shall be allowed.

15.03 **The following applies to PART-TIME employees only**

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

- (i) such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
 - (ii) such employee has requested weekend work, or
 - (iii) such weekend is worked as a result of an exchange of shifts with another employee.
- (b) Regular work schedules will not require employees to work more than six (6) consecutive days unless mutually agreed upon between the employee and the Department Head/Supervisor. If more than six (6) days are scheduled, the seventh (7th) and consecutive days worked will be at the rate of one and one-half (1 ½) times the regular straight time rate. There shall be two (2) consecutive days scheduled off if a maximum of six (6) days are scheduled.
- (c) Shifts will be scheduled by scheduling part-time employees, including Job Share and Temporary part-time the minimum of thirty (30) hours in a bi-weekly pay period as per Article 2.03 and then to regular part-time employees and temporary part-time employees excluding Job Share by seniority up to sixty (60) hours per bi-weekly pay period subject to Article 2.03.

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

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

A part-time employee who wishes to give away a scheduled shift will be required to fill out the proper request and must identify the bank (i.e. lieu or vacation) from which the hours will be drawn in the event that giving away this shift will result in the employee not working their minimum commitment as required under Article 2.03.

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

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

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

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

- (d) A part-time employee shall not be scheduled to work three (3) different tours of duty (days, evenings, nights) in any single week except in case of an emergency (ie. no one else is available to work) or by mutual agreement.

15.04 **Posting of Schedule for all Employees**

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

Clarity Note: The Hospital will endeavour to post on the department bulletin board, electronically in the shared drive and by email the work schedule on Friday no later than sixteen hundred (1600) hours unless unable to do so due to extenuating circumstances. In the event the Hospital is unable to post a schedule by that time, a notice will be sent to the staff and the Union President to indicate the delay and the date by which the schedule will be posted.

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

15.06 **Overtime Accumulation**

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

15.07 **Rest Periods**

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

15.08 **Meal Voucher**

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

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

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

ARTICLE 16 – CROSS-SITE ISSUES

- 16.01
- (a) A cross-trained employee is an employee who has been directly cross-trained by the Hospital and/or is an employee who has held the same position at both sites of the Hospital and has the necessary core competencies to carry out work at both sites.
 - (b) The Hospital shall meet with the Union prior to proceeding with cross-training employees in a particular department/unit/classification. The parties will discuss any specific scheduling needs related to the department and agree to the method and timeline for the implementation of the training, as well as the number of employees required to be cross-trained in the affected department/unit/classification. The Hospital will discuss with the Union, as part of this process, on how cross-training will impact the vacation planner and quota. Additionally, the parties will discuss any potential concerns with respect to modalities within a unit.
 - (c) The Hospital will communicate in writing to all employees in the affected department/unit/classification the method and timeline for the implementation as well as the number of employees required to be cross-trained prior to proceeding with the training.
 - (d) In a department/unit/classification where cross-training is to be implemented, the Hospital will seek volunteers from the employees in the affected department/unit/classification who wish to be cross-trained. In the event that there are fewer volunteers than the number of employees required to be cross-trained, employees in the affected department/unit/classification will be cross-trained in reverse order of seniority.
 - (e) Where a new employee comes into a department/unit/classification that has implemented cross-training, and there are an insufficient number of cross-trained employees, the Hospital will solicit volunteers in accordance with Article 16.01 (d) prior to proceeding with cross-training the new employee.
 - (f) Cross-trained employees shall have one (1) “home” site, which shall be the site at which they work their scheduled hours. Such home site may be changed for employees filling vacancies under Article 10.
 - (g) Subject to operational requirements and notwithstanding Article 16.01 (f), the Hospital may schedule cross-trained employees to work at a site other than their home site.

- (h) Where an employee has arrived at their home site and is assigned to work at a site other than their home site on the same day, the Hospital will pay transportation costs from their home site to the assigned work site.
- (i) The Hospital will provide employees with the necessary orientation, safety policies and procedures at the time an employee is assigned to a new site, subject to the exigencies of patient care.

ARTICLE 17 – HOLIDAYS

17.01 (a) The following will be recognized by the Hospital as paid holidays:

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

And any other statutory holiday that may be declared by provincial statute.

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

17.02 Christmas and New Year's Scheduling

- (a) Prior to the development of the Christmas/New Year's schedule each year, a list will be posted for volunteers to work these holidays. Employees who volunteer to work either of these holidays will be scheduled to work in order of seniority. Volunteering to work Christmas or New Year's in a particular year shall be considered a Holiday worked but does not preclude the employee from being scheduled on either of those holidays in the same year should it be their turn to work. For clarity, in all circumstances, a Holiday is only considered worked if the Employee works the shift.

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

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

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

Where the number of employees required to work the Christmas or New Year’s holidays is less than the total number of employees in the department or unit, such that not all employees are required to work, employees will work the Christmas or New Year’s holiday or have both holidays off on a rotating basis in reverse order of seniority until such time as all employees have been scheduled to work both the Christmas and New Year’s holiday.

If an employee transfers to another unit, they may be assigned to work the Christmas or New Year’s holiday. The Hospital will endeavour to make this assignment taking into consideration the holiday the employee worked in the prior year.

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

(b) **Selection for Other Holidays**

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

- (i) Prior to the first Paid Holiday (defined by this Collective Agreement), the Employer shall post (within each Department) a list seeking qualified volunteers to work the Paid Holiday. Any employee interested in working any or all of these days will be required to indicate their preference(s) by signing this volunteer list. The list will indicate the number of employees that will be required to work on the holiday(s). Employees on approved vacation will be excluded from the selection process and will not be assigned to work a holiday during their vacation period.
- (ii) The volunteer list will be posted no less than six (6) weeks prior to the posting of the schedule covering the Paid Holiday(s) to be worked. The volunteer list will remain posted for a period of ten (10) calendar days. Employees assigned to work a holiday in accordance with (iii) and (iv) below will be informed two (2) weeks prior to the date of the schedule is posted.
- (iii) In the event that there are more employees interested in working (this Paid Holiday) than those required to ensure the efficient operation of the Hospital, the opportunity to work will be offered to those interested employees on a basis of seniority (i.e. the employee(s) with the most seniority will be afforded the first opportunity to work) – provided that they have the qualifications and ability required to perform the job. Employees will sign up for the shift preference for holidays based on seniority. If the holiday must be assigned, there shall be no shift preference.
- (iv) In the event that insufficient staff has volunteered to work (on this Paid Holiday), to maintain the quality of patient care and the efficient operation of the Hospital, the Hospital shall have the right to schedule the qualified employees with the least seniority to work as required.
- (v) The process outlined above shall continue throughout the calendar year to ensure that opportunities and/or obligations are rotated through all employees on an equitable basis. However, on the second and subsequent holidays, those who volunteer but have not yet had an opportunity to work will be given preference over those who have worked – regardless of their seniority. In the event that an employee has not volunteered to work (or has worked fewer Paid Holidays than others who have volunteered to work); they will be scheduled to work the Paid Holiday (regardless of their seniority) but only if there are insufficient numbers of staff who have volunteered to work.
- (vi) Where new staff come into a department or working unit after the holiday planner has been completed, management shall redistribute the holidays on an equitable basis following the process above.
- (vii) For the purpose of the holiday planner staff who are cross-trained to work between departments or working units or campuses will have their holiday selection done for their home unit.

17.03 **Pay for Work on a Holiday**

Applicable to Full-Time Employees

- (a) An employee employed on a full-time basis who is scheduled to work on a paid holiday and actually works on the paid holiday may elect either:
 - (i) to be paid for all hours worked on such paid holiday at the rate of one and one-half (1 ½ times) their regular rate of pay in addition to their regular rate of pay; or
 - (ii) to be paid for all hours worked on such paid holiday at the rate of one and one-half (1 ½ times) their regular rate of pay and have an alternative day off at regular pay (such day to be given by the Hospital within three (3) months after the paid holiday or at mutually agreeable time-off but in no event to exceed twelve (12) months;
- (b) In the event that a paid holiday occurs during the employee's vacation period they, in such event, be entitled to one (1) additional day of vacation which extra day shall be taken at a time mutually agreed to by the Hospital and the employee. Such request for the additional day will not be unreasonably denied.
- (c) For employees who work Monday to Friday, where any holiday falls on a weekend, employees shall receive holiday pay for the actual holiday. In this event, the Hospital will designate another day between Monday and Friday as the holiday. Should the employee be required to work on this designated holiday, they will be paid premium pay in accordance with Article 17.03 (a). For clarity, this Article also applies to employees working in departments that are open seven (7) days a week.

Applicable to Part-Time Employees

- (d) An employee employed on a part-time basis and who is scheduled to work on a holiday and who actually works shall be paid for all hours worked on such holiday at the rate of two (2) times their regular rate of pay. In order to qualify for such payment, the employee must have worked their last scheduled working day prior to such holiday, unless they are unable to do so because of illness or injury by the production of a medical certificate or other proof satisfactory to the Director of Human Resources or designate.
- 17.04
- (a) The Hospital will schedule staff who are required to work on a paid holiday to be scheduled to work on the weekend attached to the paid holiday (if a Monday or Friday) where staff within that department are scheduled to work on weekends.
 - (b) If an employee is scheduled off on a paid holiday (if a Monday or Friday) then the Hospital will schedule the attached weekend off also.

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

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

- (e) In the event that the Hospital determines it is necessary to increase the complement in a department on a paid holiday or the observed day, an additional volunteer list will be posted in accordance with Article 17.02 (b)(ii). Additionally, in the event that there are insufficient volunteers, the Hospital will schedule employees to work in accordance with Article 17.02 (b)(iv).

17.05 Where the employee is required to work on a paid holiday for which they are paid at the rate and time of one-half (1 ½) their regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequent regularly scheduled tour for such employee) they shall receive two (2) times their regular straight time hourly rate for such additional hours worked.

17.06 Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one (1) provision of this Agreement only, even though the hours worked may be premium payment hours under more than one (1) provision. In such circumstances, the highest premium will be applied. The provision of this clause will not negate any entitlement to shift premium, call-back, stand by or weekend premium.

ARTICLE 18 - VACATIONS WITH PAY

18.01 (a) The vacation year shall be from May 1st of one year to April 30th of the next year.

- (b) Vacation entitlement shall be calculated for all full-time and regular part-time employees based on continuous service as of April 30th of each year.

If an employee's anniversary date falls between May 1st and September 30th in any year, the entitlements in Articles 18.02 (a) and 18.02 (b) shall apply.

- (c) Prior to leaving on vacation an employee shall be notified of the date and tour of duty to which they are to report for work following vacation.

- (d) In so far as it is practical to do so, having regard to the necessity of maintaining the efficient operation of the Hospital employees shall be granted vacation periods requested in accordance with their seniority. In the event that the seniority of two (2) or more employees is identical and if the vacation period requested by two (2) or more of them results in a conflict, their choice of vacation shall be determined by reference to their Social Insurance number (see Article 11.11).
- (e) For seven and one-half (7 ½) hour units a week of vacation is defined as Monday to Friday plus the employee's due weekend off in the schedule. If requests for vacation are submitted by April 15th as part of the vacation planner process the employee will not be required to work the weekend immediately prior to or immediately following the employee's approved week of vacation. For all other vacation requests the Employer will endeavour to provide the weekend before and after the approved vacation period off.
- (f) No more than three (3) weeks' vacation will be allotted to any employee during "summer prime time". Prime time is defined as the week commencing with the second Monday of June to the end of the week commencing with the second Monday in September of each year.

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

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

Vacation blocks of one (1) week increments will have priority over single day requests. An employee cannot use vacation on the vacation planner for Christmas or New Year's if it is their year to work that holiday in accordance with Article 17.02 (a).

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

- (g) The Hospital shall allow the utilization of single vacation days up to a maximum of five (5) days per year on the vacation planner in non “prime time” periods. Other single day vacation requests must be made in writing to the Manager at least two (2) weeks prior to the posting of the schedule for the period in which the vacation request is made. Every effort will be made by management to allow these single day requests without impacting the unit vacation quota.
- (h) Notwithstanding the articles above, once every five (5) years an employee can apply for vacation up to their maximum allocation on the basis of seniority.
- (i) Employees granted vacation during summer prime-time and Christmas, New Year’s and March Break periods will not be permitted to cancel their scheduled vacation except in extenuating circumstances;

Subject to the above, employees may request to cancel vacation (taken in blocks of one (1) or more weeks) posted on the Vacation Planner. An employee must request in writing to the manager to cancel vacation, and such request must be received at least three (3) weeks prior to the posting of the schedule for the vacation period. At this time, they must also identify which week(s) they wish to take to replace their cancelled weeks. Provided the alternative week(s) are available, the manager shall post the newly available week(s) of vacation in the department for a period of one (1) week. The available week(s) will be granted by seniority.

18.02 **Applicable to full-time employees**

- (a) Employees who have completed less than one (1) year of continuous service as of April 30th shall be entitled to a vacation on the basis of one and one-quarter (1 ¼) days per month for each completed month of service with pay in the amount of six percent (6%) of gross earnings.

Full-time employees shall receive with pay:

3 weeks’ vacation after 1 year of continuous service;

4 weeks’ vacation after 3 years of continuous service;

5 weeks’ vacation after 12 years of continuous service;

6 weeks’ vacation after 20 years of continuous service;

7 weeks’ vacation after 27 years of continuous service.

Applicable to regular part-time employees only

- (b) (i) Regular part-time employees shall be entitled to receive the same number of weeks of vacation as full-time employees based on their years of continuous service:

3 weeks' vacation after 1 year of continuous service;
4 weeks' vacation after 3 years of continuous service;
5 weeks' vacation after 12 years of continuous service;
6 weeks' vacation after 20 years of continuous service;
7 weeks' vacation after 27 years of continuous service.

- (ii) The proportion of such vacation time that will be paid shall be based on the corresponding percentage of vacation pay multiplied by the total number of hours the part-time employee worked in the prior vacation entitlement year (i.e. May 1st to April 30th) on the basis that one (1) year of service equates to sixteen hundred and fifty (1650) hours worked (qualifying hours to a maximum 1650 divided by 1650 equals the percentage of paid vacation entitlement).

Part-time Vacation

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

Transitional Provisions

- (c) (i) Any employee whose vacation entitlement exceeds that to which they are entitled under Article 18.02 (a) and 18.02 (b) shall have their existing vacation entitlement maintained until such time as their accumulated service results in an increase in their vacation entitlement under those same Articles.
- (ii) Any employee whose vacation entitlement under Article 18.02 (a) and 18.02 (b) exceeds their accrued vacation pay shall be entitled to their vacation entitlement as set out in Article 18.02 (a) and 18.02 (b) but shall not receive an increase to their accrued vacation pay. Such an employee shall be permitted to take any excess vacation time as unpaid.
- (iii) Prior to February 5th, 2017, for the purpose of establishing equivalent years of service under Article 18.02(b), current employees' service under the Collective Agreement between CAW-Canada, Local 2458 and Windsor Regional Hospital, the Collective Agreement between OPSEU/SEFPO, Local 143 and Windsor Regional Hospital, or the Collective Agreement between CAW-Canada, Local 2458 and Hotel Dieu Grace Hospital will be calculated on the basis set out in such Collective Agreement.

- (iv) Prior to February 5th, 2017, for the purpose of establishing equivalent years of service under Article 18.02 (b), current employees' service under the terms and conditions of employment of those employees at Hotel Dieu Grace Hospital in the bargaining units represented by CAW-Canada and certified by the Ontario Labour Relations Board on June 28th, 2013 and July 12th, 2013 will be calculated on the basis set out in such terms and conditions of employment.

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

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

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

18.04 **Vacation Planner Process**

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

- (a) Each unit will post the tentative vacation schedule for the following year by January 15th. This schedule will remain posted for a period of six (6) weeks and the following process will be used for vacation selection.
- (b) Each employee will sign for their vacation request, starting January 15th of each year based on December seniority list as per Article 11.11. A seniority list and the established vacation quotas for the Unit will be posted with the tentative vacation schedule. All vacation schedules will include weekends and will cover a full one (1) year period (May 1st to April 30th).
- (c) The Unit Manager will notify employees by seniority that they appear next on the list, to sign for their vacation. Once an employee has been notified the date and time of notification will be placed on the list next to their name. Once an employee has signed for vacation a line will be put through their name indicating they have had their turn.

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

18.05 **Vacation Quota**

- (a) Vacation quotas by unit will not be unduly restrictive. Vacation quotas for each unit will be provided to the Bargaining Unit President at the time of the posting of the tentative vacation schedule. Vacations may be taken at any time of the year. Vacation requests shall not be unreasonably denied.

- (b) On seven and one half (7 ½) hour tour units where vacation schedules are based on weeks of entitlements a formula will be used to establish a consistent minimum vacation quota that will ensure that all employees on the unit can utilize their vacation entitlement in the current year.
- (c) On units that have a patient census with variances such that a consistent vacation quota cannot be established for the entire year, the Unit Manager and the Bargaining Unit President will meet to establish the unit's vacation quotas prior to the vacation selection commencing.
- (d) In the event that an employee is transferred at their request to another Unit after the vacation schedule has been posted, the Hospital shall endeavour to grant their vacation as scheduled. However, the Hospital shall not be required to alter vacations already scheduled on the Unit.
- (e) The Hospital will endeavour to grant approved vacation for an employee if transferred from one unit to another resulting from a reduction of service or lay-off.
- (f) With respect to vacation not requested in accordance with Article 18.04, requests for vacation must be submitted in writing two (2) weeks prior to the posting of the schedule for the period in which the vacation request is made but are subject to the unit vacation quota. Date of request and not seniority shall govern for employees. If requests for the same period are received by the person responsible for scheduling on the same date, seniority will govern for employees. Decisions with respect to vacation requests made outside of the planner, which are within the unit vacation quota, will be communicated within one (1) week of the date of the request.
- (g) Employees who are not able to secure vacation time as part of the vacation process, cannot submit a request for a personal leave of absence to obtain time-off from work that they are not able to secure with their seniority on the vacation planner.

Where an employee has scheduled less than seventy-five percent (75%) of their yearly vacation entitlement on the vacation planner as per Article 18.04 and the vacation planner process has been completed, they shall be required to utilize any unscheduled vacation time prior to requesting a Personal Leave of Absence under Article 14.01. This does not apply to a leave requested under 14.10 (ESA leaves).

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

- (b) Switching of approved vacations with another employee will not be permitted under any circumstances. Where an employee wishes to cancel their scheduled vacation, the employee shall do so in accordance with Article 18.01 (i).
- 18.07 Both the Union and the Employer agree that all employees will make every effort to utilize their full vacation in the year it occurs. Any employee who has not used their full entitlement will meet with or receive an email from the appropriate Manager by the first week of October for the purpose of arranging mutually agreed vacation time or an agreed carryover of vacation in accordance with the Hospital vacation policy. The Unit Manager will schedule all remaining vacation weeks not selected by the employee by November 1st, with the exception of five (5) days, which the employee may schedule as single vacation days in accordance with Article 18.01 (g).
- 18.08 Where an employee's scheduled vacation is interrupted due to serious illness or injury which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be a patient in a hospital, the period of such hospitalization shall be considered sick leave.
- Where an employee is hospitalized for non- elective treatment or procedure immediately prior to or during scheduled vacation time, the employee will be allowed to cancel the vacation period and reschedule the vacation period at a later date mutually agreeable to the Employer and the employee. In rescheduling the employee will not be allowed to change the vacation time already allotted to a more junior employee.
- 18.09 Where a bereavement leave occurs under Article 14.06 immediately prior to or during scheduled vacation time, the employee will be allowed to substitute the affected vacation days with bereavement days, such vacation days to be taken at a later time mutually agreed by the Employer and the Employee.

ARTICLE 19 - BENEFITS

19.01 Pension Plan

It is agreed that employees will participate in the Hospitals of Ontario Pension Plan, administered by the Ontario Hospital Association, and that the Employer will pay the Employer's share of contributions payable thereunder and will deduct from eligible employees' wages the required portion of their 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.

19.02 **Life Insurance**

The Hospital is responsible for paying on behalf, of each eligible full-time employee, one hundred percent (100%) of the premium cost of the Desjardins Financial Life Insurance Plan or its equivalent. Such plan provides coverage up to two (2) times a full-time employee's annual salary calculated to the nearest five hundred dollars (\$500.00). Such plan also permits a full-time employee to add insurance on their spouse at the employee's expense.

19.03 **Extended Health/Drug Plan**

The Hospital is responsible for paying, on behalf of each eligible full-time employee, one hundred percent (100%) of the billed premium under the Green Shield Extended Health Care Plan (\$10.00 single/\$20.00 family deductible with a one dollar (\$1.00) employee drug co-pay), which includes mandatory generic drug substitution unless there is a documented adverse reaction. There is a dispensing fee cap of nine dollars (\$9.00) per prescription. Items under the OTC part of the plan must have a Drug Identification Number (DIN) in order to be covered and a prescription. The Plan also includes Chiropractic to a maximum of four hundred dollars (\$400.00) per insured person annually. The Plan also includes Massage Therapy to a maximum of four hundred dollars (\$400.00) per insured person annually, requiring a prescription from a medical doctor nurse practitioner, or Chiropractor unless there has been a prior claim made within the previous twelve (12) months.

19.04 **Dental Plan**

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

The Plan will include orthodontic coverage for participating employees on a 50/50 co-insurance basis, up to a lifetime maximum of two thousand dollars (\$2,000.00) per insured person.

The Plan will also include coverage for crown and bridges on a 50/50 co-insurance basis up to fifteen hundred dollars (\$1,500.00) per insured person annually.

In addition, the Plan will provide complete and partial dentures and implants and crown on an implant at 50/50 co-insurance to one thousand dollars (\$1,000.00) maximum per person annually.

19.05 **Semi-Private Hospitalization**

The Hospital is responsible for paying, on behalf of eligible full-time employees, one hundred percent (100%) of the billed premium for semi-private hospitalization under the Green Shield Plan.

19.06 **Audio Plan**

The Hospital is responsible for paying, on behalf of eligible full-time employees one hundred percent (100%) of the billed premium for the Green Shield Audio Plan charged.

19.07 **Vision Care Plan**

The Hospital is responsible for paying, on behalf of eligible full-time employees, one hundred percent (100%) of the billed premium for the Green Shield Vision Care Plan, with a maximum coverage of Four Hundred Dollars (\$400.00) every twenty-four (24) months per insured person, which maximum can be used towards the cost of laser surgery and/or towards the cost of optometry examinations to a maximum of One Hundred Dollars (\$100.00) every twenty-four (24) months per insured person. Effective April 1st, 2024, the maximum coverage for vision care will increase to four hundred and fifty dollars (\$450.00).

19.08 **Healthcare Spending Account**

Effective April 1st, 2024, the Hospital will provide all active full-time employees with a healthcare spending account in the amount of five hundred dollars (\$500.00) per year.

19.09 **Out of Province Coverage**

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

19.10 **Change of Benefit Carrier**

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

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

19.11 **Premiums Paid During Illness**

- (a) In the event of a full-time employee being absent from work due to illness or injury, the Hospital will continue to pay their share of the premiums for the benefit plans, listed above, while the employee is on sick leave (including the Employment Insurance period) or on long term disability to a maximum of twenty-four (24) months from the time the absence commenced. During this said period of twenty-four (24) months, the full-time employee's share of the said premiums, while absent as aforesaid, will be deducted from the full-time employee's sick pay while they are in receipt of same and upon sick pay being exhausted, such share will be deducted from their first pay upon their return to work, and in the event that they do not return to work, the full-time employee's share of the said premiums, may be deducted from any monies owing to the said full-time employee.
- (b) In the event a part-time employee, or their eligible dependent, suffers a life threatening illness or disease, the Hospital may, at its discretion, allow the part-time employee the opportunity to self-pay the full monthly premium for prescription drug benefits covered under Article 19.03 for the duration of such illness or disease.

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

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

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

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

19.13 **Retiree Benefits**

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

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

19.14 **Employment Insurance Premium Reduction**

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

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

19.15 **Same Sex Coverage**

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

19.16 **Benefits Age 65 and Older**

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

ARTICLE 20 – UNIFORMS

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

ARTICLE 21 - PERSONNEL FILES

- 21.01 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.
- 21.02 The Hospital acknowledges management's responsibility to identify performance deficiencies in a timely manner.

ARTICLE 22 - MILEAGE RATES

- 22.01 Effective the first of the month following ratification of this Agreement by both the Union and the Hospital, employees using their own cars on approved business of the Employer, shall receive mileage allowance to be in accordance with Hospital policy, which shall not be less than fifty-four cents (\$.54) per kilometer on the understanding that employees will carry a million dollar (\$1,000,000.00) personal liability insurance.

ARTICLE 23 - OCCUPATIONAL CLASSIFICATIONS AND WAGES

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

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

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

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

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

(b) **Telephone Consultation**

Employees who are required to provide professional services over the telephone while on stand-by (without returning to the Hospital) shall be entitled to a minimum of:

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

and

30 minutes' pay for a call received between 2300 hours and 0700 hours at time and one-half (1 ½) their regular straight time hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a continuation of that earlier call.

(c) **Callback**

An employee who is called to work after leaving the Hospital premises and outside of their regular scheduled hours, shall be paid a minimum of no less than four (4) hours' pay at double (2) their regular straight time hourly rate for work performed on each call-back, and such employees will not leave the Hospital without obtaining a written release from the supervisor on duty.

In the event that the four (4) hour periods for successive call-backs overlap, however, the employee will not be entitled to more than double (2) their regular straight time hourly rate in respect to the period(s) of overlap.

In the event that such four (4) hour period overlaps and extends into their regular shift they will receive the four (4) hour guarantee payment at double (2) their regular hourly rate for the remaining hours of their regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on Standby arrangement with the Hospital.

Employees called to work under this Article 23.03 shall be paid transportation allowance under Article 22.01 for the use of an automobile, or the Employer will reimburse the employee for taxi fare. In the case of taxi fare such reimbursement to be within City limits.

NOTE: Applicable to part-time employees only

For purposes of clarification, Article 23.03 (c) does not apply to prescheduled hours of work. Article 23.03 (c) does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

23.04 Shift and Weekend Premiums

The Employer will pay to employees in the bargaining unit an afternoon shift premium of two dollars and twenty-five cents (\$2.25) per hour, a night shift premium of two dollars and eighty-eight cents (\$2.88) per hour, and a weekend shift premium of three dollars and four cents (\$3.04) per hour on the understanding there will be no pyramiding of shift premiums on weekends. The afternoon shift premium shall apply whenever fifty percent (50%) or more hours worked on such shift falls between 3:00 p.m. and 11:00 p.m. It is understood that the 11:00 a.m. to 7:00 p.m. shift is an afternoon shift. The night shift premium shall apply whenever 50% or more hours worked on such shift falls between 11:00 p.m. and 7:00 a.m. The weekend shift premium shall apply from Friday midnight to Sunday midnight. If an employee is in receipt of premium payment at the rate of time and one-half (1 ½) or greater pursuant to a scheduling regulation for weekend work, they will not receive weekend premium under this provision.

23.05 Related Experience

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

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

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

If a person disagrees with their initial grid placement by the operation of this Agreement they may file a grievance with respect to said placement.

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

ARTICLE 24 - PART-TIME EMPLOYEES

- 24.01 (a) Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, a part-time Employee shall receive in lieu of all fringe benefits (being those benefits to an Employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, benefits as outlined in Article 19 and pension, save and except salary, SUB plan and vacation pay) an amount equal to fourteen percent (14%) of their regular straight time hourly rate for all straight time hours paid.
- (b) Notwithstanding 24.01 (a) above, part-time employees are entitled to participate in the Hospitals of Ontario Pension Plan ("HOOPP"). For part-time employees who are members of HOOPP, the percentage in lieu of benefits outlined in paragraph (a) above will be reduced twelve percent (12%).
- (c) It is understood and agreed that the employee's hourly rate (or straight time hourly rate) in this Agreement does not include the percentage in lieu of benefit payment as applicable which is paid in lieu of fringe benefits. Accordingly the applicable percentage in lieu of benefits payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

ARTICLE 25 – CASUAL EMPLOYEE ENTITLEMENTS

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

ARTICLE 26 – CONTRACTING OUT

- 26.01 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.

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

ARTICLE 27 – JOB SHARING

- 27.01 (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 part time provisions of the Collective Agreement unless expressly amended herein.
- (f) (i) Total hours worked by the Job Sharers shall equal one (1) full-time position. The division of hours on the schedule shall be determined by mutual agreement between the two employees and the Manager, subject to Article 2.
- (ii) Job Sharers will be offered additional shifts pursuant to Article 15.03.
- (g) The above schedules shall confirm with the scheduling provisions for full-time employees pursuant to the Collective Agreement.
- (h) Each job sharer may exchange shifts with their partner, as well as with other qualified employees within the same classification.
- (i) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers will only be required to work the number of paid holidays as per Article 17 of the Collective Agreement.
- (j) The Manager will resolve any disputes arising between the employees with respect to scheduling.

- 27.02 (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 their 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 pregnancy leave, or other leaves of absence the coverage will be negotiated with the Manager but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- (d) In the event the remaining partner is unavailable to provide replacement coverage, then the Employer may fill the job share vacancy pursuant to Article 10 or if not applicable, at its' discretion. However, consideration will be given to part-time employees in the same classification who are qualified.
- 27.03 (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 their position, may do so without having their 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, their 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, they will be returned to their former full-time status in the position. If the remaining employee in the shared position was originally a part-time employee, they will be returned to their 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.
- 27.04 (a) Either the Employee or the Hospital may discontinue the Job Sharing arrangement within sixty (60) days' notice. Upon receipt of such notice a meeting shall be held between the Union, the Employee and the Hospital within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

- (b) Where a Job Sharing arrangement is discontinued under (a) above, the position must revert to a full-time position. The employees in the job shared position will revert to their former status (full-time or regular part-time) in the department where the job shared position was scheduled. If both of the employees were previously regular part-time, the resultant full-time position must be posted and filled in accordance with the Collective Agreement. Any adjustments to the staffing levels in the affected classifications will be dealt with under the lay-off provisions of the Collective Agreement.
- (c) An employee in a job share who retires or is laid off, shall have all rights and entitlements in accordance with their pre-job share status.

ARTICLE 28 - PROFESSIONAL RESPONSIBILITY

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

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

ARTICLE 29 - MODIFIED WORK PROGRAM

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

ARTICLE 30 – HEALTH AND SAFETY

- 30.01 It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Employer shall provide orientation and training in health and safety to new employees and to current employees as legislatively required.

- 30.02 Prior to effecting any changes in policies, procedures or programs pertaining to the provision of a safe and healthy workplace which affect workers covered by this Agreement, the Hospital will advise the Joint Health and Safety Committee as legislatively required. Such topics may include but are not limited to: violence in the workplace (including verbal abuse), musculoskeletal injury prevention, needle stick and other sharps injury prevention, workers who regularly work alone or who are isolated in the workplace, and wellness initiatives.
- 30.03 When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects workers.
- 30.04 A worker who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time. The Hospital shall ensure that the personal protective clothing, equipment, or device it provides will be maintained in good condition and where the employee or Union has any concerns, they shall identify these to the Hospital as soon as reasonably possible.
- 30.05 The Union agrees to fully support the Hospital in promoting safety rules and practices. Additionally, the Union will encourage its members in the observation of all safety rules and practices.
- 30.06 **Joint Health and Safety Committee**
- (a) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative from the Metropolitan and Ouellette sites, selected or appointed by the Union from amongst bargaining unit employees.
 - (b) Such Committee shall perform actions as required by the *Occupational Health and Safety Act*, which may include identifying potential dangers and hazards, and recommending actions to be taken to improve conditions related to safety and health.
 - (c) The Hospital agrees to co-operate in providing necessary information to enable the Committee to fulfil its functions.
 - (d) Meetings shall be held in accordance with the Committee's terms of reference. The Committee shall maintain minutes of all meetings and make the same available for review.
 - (e) Any representative appointed or selected in accordance with Article 30.06 (a) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing, shall be granted.

A member of the Committee is entitled to:

- (i) such time as the Committee determines is necessary to prepare for each Committee meeting, which shall not exceed seven and one-half (7 ½) hours;
- (ii) such time as is necessary to attend meetings of the Committee; and
- (iii) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(26), 9(27), and 9(31) of the *Occupational Health and Safety Act* R.S.O. 1990 as amended up to and including 1998.

A member of the Committee shall be deemed to be at work during the times described above and the member's Employer shall pay the member for those times at the member's regular or premium rate as may be proper.

- (f) During the life of the Collective Agreement, the Hospital will pay for one (1) OPSEU/SEFPO Committee member to become certified, as described in the *Occupational Health and Safety Act* R.S.O. 1990, as amended. Such member on the Committee will be selected or appointed by the Union. The Employer shall pay the designated employees' salary and costs associated with obtaining certification
- (g) At Committee meetings the Hospital shall provide the Committee with a summary of all lost-time claims, health care claims, occupational disease claims, reports on accidents and critical or fatal injuries. In addition, all relevant government directives and orders shall be provided to the Committee. The Committee shall review this information and propose methods of reducing the number of injuries or accidents.

30.07 **Hepatitis B Vaccine**

Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine, if requested by the Employee.

ARTICLE 31 - DURATION OF AGREEMENT

- 31.01 Except as otherwise stated herein, this Agreement shall be deemed to have come into force on the 1st day of April 2022 and remain in force until the 31st day of March 2025, 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 31st, 2025. When such notification is given, negotiations between the parties shall commence not later than fourteen (14) days after the date of such written notification. The notification shall, as far as possible, list the subject matter of the proposed amendments or revisions.

ARTICLE 32 – INNOVATIVE/FLEX SCHEDULING

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

MODEL AGREEMENT WITH RESPECT TO INNOVATIVE SCHEDULING/FLEXIBLE SCHEDULING

MEMORANDUM OF AGREEMENT

Between: The Hospital-

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

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

Article 1-Work Unit and Employees Covered

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

Article 2 – Hours of Work

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

Article 3 – Agreed Variation from the Collective Agreement

(Collective Agreement provisions to be varied.)

Article 4 – Rest Periods

4.01 (a) Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each 3.75 hours worked.

Article 5 – Meal Periods

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

Article 6 – Local Provisions

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

Term

This Agreement shall be (Specify Term)

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

Dated this _____ day of _____, 20____.

FOR THE UNION

FOR THE EMPLOYER

ARTICLE 33 – RETROACTIVITY OF WAGES

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

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

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

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

WAGES

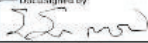
See attached Schedule “A”

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their duly authorized signing officers at Windsor, Ontario, this 24th day of April, 2024.

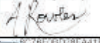
FOR THE UNION

DocuSigned by:

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DocuSigned by:

25C1A813CA874e8

DocuSigned by:
Teresa St. Denis
8C5A9B513B074E8

DocuSigned by:

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DocuSigned by:
Susan Bolwert Hamlin
4D3C85E9CA1B427

DocuSigned by:
Richard Baillargeon
2C80A749F08A418

DocuSigned by:
Shannon Duncan
E0B011B27E3A487

Tracy More



FOR THE EMPLOYER

DocuSigned by:
Francine Herdeley
6C350049EAD9429

DocuSigned by:
Todd Bsted
73C605776F854C6

SCHEDULE “A” - WAGES

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H602F/H602P	Audiologist MA	April 1, 2021	Start	\$40.10	\$42.29	\$44.48	\$46.69	\$48.88	\$51.08				
		April 1, 2022	4.75%	\$42.00	\$44.30	\$46.59	\$48.91	\$51.20	\$53.51				
		April 1, 2023	3.50%	\$43.47	\$45.85	\$48.22	\$50.62	\$52.99	\$55.38				
	<i>*maximum rate only*</i>	Sept 1, 2023	1.75%	\$43.47	\$45.85	\$48.22	\$50.62	\$52.99	\$56.35				
		April 1, 2024	3.00%	\$44.77	\$47.23	\$49.67	\$52.14	\$54.58	\$58.04				
H612F/H612P	CV Tech's I Stress & Holter	April 1, 2021	Start	\$30.46	\$31.61	\$32.75	\$33.94	\$35.09					
		April 1, 2022	4.75%	\$31.91	\$33.11	\$34.31	\$35.55	\$36.76					
		April 1, 2023	3.50%	\$33.03	\$34.27	\$35.51	\$36.79	\$38.05					
		April 1, 2024	3.00%	\$34.02	\$35.30	\$36.58	\$37.89	\$39.19					
H240F/H240P	Non-Registered EKG Technologist	April 1, 2021	Start	\$28.21	\$29.27	\$30.33	\$31.44						
		April 1, 2022	4.75%	\$29.55	\$30.66	\$31.77	\$32.93						
		April 1, 2023	3.50%	\$30.58	\$31.73	\$32.88	\$34.08						
		April 1, 2024	3.00%	\$31.50	\$32.68	\$33.87	\$35.10						
H613F/H613P	CV Tech's II Echocardiography	April 1, 2021	Start	\$32.24	\$33.47	\$34.71	\$35.93	\$37.16					
		April 1, 2022	4.75%	\$33.77	\$35.06	\$36.36	\$37.64	\$38.93					
		April 1, 2023	3.50%	\$34.95	\$36.29	\$37.63	\$38.96	\$40.29					
		April 1, 2024	3.00%	\$36.00	\$37.38	\$38.76	\$40.13	\$41.50					
H618F	Registered EEG Technologist	April 1, 2021	Start	\$32.24	\$33.47	\$34.71	\$35.93	\$37.16					
		April 1, 2022	4.75%	\$33.77	\$35.06	\$36.36	\$37.64	\$38.93					
		April 1, 2023	3.50%	\$34.95	\$36.29	\$37.63	\$38.96	\$40.29					
	<i>*maximum rate only*</i>	Sept 1, 2023	1.75%	\$34.95	\$36.29	\$37.63	\$38.96	\$41.00					
		April 1, 2024	3.00%	\$36.00	\$37.38	\$38.76	\$40.13	\$42.23					

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H230F/H230P	Non-Reg EEG Technologist	April 1, 2021	Start	\$27.37	\$28.43	\$29.47	\$30.52	\$31.55					
		April 1, 2022	4.75%	\$28.67	\$29.78	\$30.87	\$31.97	\$33.05					
		April 1, 2023	3.50%	\$29.67	\$30.82	\$31.95	\$33.09	\$34.21					
	maximum rate only	Sept 1, 2023	1.75%	\$29.67	\$30.82	\$31.95	\$33.09	\$34.81					
		April 1, 2024	3.00%	\$30.56	\$31.74	\$32.91	\$34.08	\$35.85					
H617F	Lead EEG/Echo Technologist	April 1, 2021	Start	\$40.13									
	**8% above EEG/Echo Technologist	April 1, 2022		\$42.04									
	Maximum Rate	April 1, 2023		\$43.51									
		Sept 1, 2023		\$44.28									
		April 1, 2024		\$45.61									
H614F/H614P	CV Tech's III Echo, Stress, Holter	April 1, 2021	Start	\$33.07	\$34.35	\$35.78	\$37.21	\$38.62	\$40.07	\$41.48	\$42.88	\$45.68	
		April 1, 2022	4.75%	\$34.64	\$35.98	\$37.48	\$38.98	\$40.45	\$41.97	\$43.45	\$44.92	\$47.85	
		April 1, 2023	3.50%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$49.52	
	maximum rate only	Sept 1, 2023	1.75%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$50.39	
		April 1, 2024	3.00%	\$36.93	\$38.36	\$39.95	\$41.55	\$43.13	\$44.74	\$46.32	\$47.88	\$51.90	
H605F/H605P	Chaplain I	April 1, 2021	Start	\$32.80	\$34.34	\$35.87	\$37.44	\$38.98					
		April 1, 2022	4.75%	\$34.36	\$35.97	\$37.57	\$39.22	\$40.83					
		April 1, 2023	3.50%	\$35.56	\$37.23	\$38.88	\$40.59	\$42.26					
		April 1, 2024	3.00%	\$36.63	\$38.35	\$40.05	\$41.81	\$43.53					
H606F	Chaplain II	April 1, 2021	Start	\$35.15	\$37.06	\$39.02	\$40.94	\$42.86	\$44.80				
		April 1, 2022	4.75%	\$36.82	\$38.82	\$40.87	\$42.88	\$44.90	\$46.93				
		April 1, 2023	3.50%	\$38.11	\$40.18	\$42.30	\$44.38	\$46.47	\$48.57				
	maximum rate only	Sept 1, 2023	1.75%	\$38.11	\$40.18	\$42.30	\$44.38	\$46.47	\$49.42				
		April 1, 2024	3.00%	\$39.25	\$41.39	\$43.57	\$45.71	\$47.86	\$50.90				

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H608F/H608P	Child Life Specialist	April 1, 2021	Start	\$32.79	\$33.94	\$35.08	\$36.27	\$37.41					
		April 1, 2022	4.75%	\$34.35	\$35.55	\$36.75	\$37.99	\$39.19					
		April 1, 2023	3.50%	\$35.55	\$36.79	\$38.04	\$39.32	\$40.56					
	maximum rate only	Sept 1, 2023	1.75%	\$35.55	\$36.79	\$38.04	\$39.32	\$41.27					
		April 1, 2024	3.00%	\$36.62	\$37.89	\$39.18	\$40.50	\$42.51					
H610F/H610P	Communicative Disorders Assistant	April 1, 2021	Start	\$27.37	\$28.43	\$29.47	\$30.52	\$31.55					
		April 1, 2022	4.75%	\$28.67	\$29.78	\$30.87	\$31.97	\$33.05					
		April 1, 2023	3.50%	\$29.67	\$30.82	\$31.95	\$33.09	\$34.21					
		April 1, 2024	3.00%	\$30.56	\$31.74	\$32.91	\$34.08	\$35.24					
H621F/H621P	Dietitian	April 1, 2021	Start	\$35.14	\$37.06	\$39.02	\$40.93	\$42.86	\$44.80				
		April 1, 2022	4.75%	\$36.81	\$38.82	\$40.87	\$42.87	\$44.90	\$46.93				
		April 1, 2023	3.50%	\$38.10	\$40.18	\$42.30	\$44.37	\$46.47	\$48.57				
	maximum rate only	Sept 1, 2023	1.75%	\$38.10	\$40.18	\$42.30	\$44.37	\$46.47	\$49.42				
		April 1, 2024	3.00%	\$39.24	\$41.39	\$43.57	\$45.70	\$47.86	\$50.90				
H622F	Lead Dietitian	April 1, 2021	Start	\$48.38									
	** 8% above Dietitian Maximum Rate	April 1, 2022		\$50.68									
		April 1, 2023		\$52.46									
		Sept 1, 2023		\$53.37									
		April 1, 2024		\$54.97									
H620F	Non-Registered Dietitian	April 1, 2021	Start	\$32.33									
	** 8% below Dietitian Start Rate	April 1, 2022		\$33.87									
		April 1, 2023		\$35.05									
		April 1, 2024		\$36.10									

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H623F	Discharge Planner	April 1, 2021	Start	\$33.48	\$34.79	\$36.59	\$38.45	\$40.27	\$42.53	\$44.80	\$47.09	\$50.33	
		April 1, 2022	4.75%	\$35.07	\$36.44	\$38.33	\$40.28	\$42.18	\$44.55	\$46.93	\$49.33	\$52.72	
		April 1, 2023	3.50%	\$36.30	\$37.72	\$39.67	\$41.69	\$43.66	\$46.11	\$48.57	\$51.06	\$54.57	
	maximum rate only	Sept 1, 2023	1.75%	\$36.30	\$37.72	\$39.67	\$41.69	\$43.66	\$46.11	\$48.57	\$51.06	\$55.52	
		April 1, 2024	3.00%	\$37.39	\$38.85	\$40.86	\$42.94	\$44.97	\$47.49	\$50.03	\$52.59	\$57.19	
H627F/H627P	Infant Hearing Screening Assistant	April 1, 2021	Start	\$23.09	\$23.97	\$24.84	\$25.72	\$26.60					
		April 1, 2022	4.75%	\$24.19	\$25.11	\$26.02	\$26.94	\$27.86					
		April 1, 2023	3.50%	\$25.04	\$25.99	\$26.93	\$27.88	\$28.84					
		April 1, 2024	3.00%	\$25.79	\$26.77	\$27.74	\$28.72	\$29.71					
H630F/H630P	Kinesiologist	April 1, 2021	Start	\$35.15	\$37.06	\$39.02	\$40.94	\$42.86	\$44.80				
		April 1, 2022	4.75%	\$36.82	\$38.82	\$40.87	\$42.88	\$44.90	\$46.93				
		April 1, 2023	3.50%	\$38.11	\$40.18	\$42.30	\$44.38	\$46.47	\$48.57				
	maximum rate only	Sept 1, 2023	1.75%	\$38.11	\$40.18	\$42.30	\$44.38	\$46.47	\$49.42				
		April 1, 2024	3.00%	\$39.25	\$41.39	\$43.57	\$45.71	\$47.86	\$50.90				
H632F	Learning Consultant	April 1, 2021	Start	\$37.70	\$39.36	\$41.03	\$42.71	\$44.37					
		April 1, 2022	4.75%	\$39.49	\$41.23	\$42.98	\$44.74	\$46.48					
		April 1, 2023	3.50%	\$40.87	\$42.67	\$44.48	\$46.31	\$48.11					
	maximum rate only	Sept 1, 2023	1.75%	\$40.87	\$42.67	\$44.48	\$46.31	\$48.95					
		April 1, 2024	3.00%	\$42.10	\$43.95	\$45.81	\$47.70	\$50.42					
H245F/H245P	Laboratory Assistant	April 1, 2021	Start	\$27.38	\$28.44	\$29.47	\$30.52	\$31.55					
		April 1, 2022	4.75%	\$28.68	\$29.79	\$30.87	\$31.97	\$33.05					
		April 1, 2023	3.50%	\$29.68	\$30.83	\$31.95	\$33.09	\$34.21					
		April 1, 2024	3.00%	\$30.57	\$31.75	\$32.91	\$34.08	\$35.24					

Job Codes	Title	Effective	Increase	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
H211F/H211P	Medical Radiation Technologist (X-Ray & CT)	April 1, 2021	Start	\$33.07	\$34.35	\$35.78	\$37.21	\$38.62	\$40.07	\$41.48	\$42.88	\$44.33	
		April 1, 2022	4.75%	\$34.64	\$35.98	\$37.48	\$38.98	\$40.45	\$41.97	\$43.45	\$44.92	\$46.44	
		April 1, 2023	3.50%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$48.07	
	maximum rate only	Sept 1, 2023	1.75%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$48.91	
		April 1, 2024	3.00%	\$36.93	\$38.36	\$39.95	\$41.55	\$43.13	\$44.74	\$46.32	\$47.88	\$50.38	
H242F	Lead Medical Radiation Technologist	April 1, 2021	Start	\$47.88									
	** 8% above MRT Maximum Rate	April 1, 2022		\$50.16									
		April 1, 2023		\$51.92									
		Sept 1, 2023		\$52.82									
		April 1, 2024		\$54.41									
H210F/H210P	Medical Laboratory Technologist	April 1, 2021	Start	\$33.07	\$34.35	\$35.78	\$37.21	\$38.62	\$40.07	\$41.48	\$42.88	\$44.33	
		April 1, 2022	4.75%	\$34.64	\$35.98	\$37.48	\$38.98	\$40.45	\$41.97	\$43.45	\$44.92	\$46.44	
		April 1, 2023	3.50%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$48.07	
	maximum rate only	Sept 1, 2023	1.75%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$48.91	
		April 1, 2024	3.00%	\$36.93	\$38.36	\$39.95	\$41.55	\$43.13	\$44.74	\$46.32	\$47.88	\$50.38	
H212F/H212P	Lead Medical Laboratory Technologist	April 1, 2021	Start	\$47.88									
	** 8% above MLT Maximum Rate	April 1, 2022		\$50.16									
		April 1, 2023		\$51.92									
		Sept 1, 2023		\$52.82									
		April 1, 2024		\$54.41									
H638F/H638P	Registered MRI Technologist	April 1, 2021	Start	\$33.07	\$34.35	\$35.78	\$37.21	\$38.62	\$40.07	\$41.48	\$42.88	\$45.68	
		April 1, 2022	4.75%	\$34.64	\$35.98	\$37.48	\$38.98	\$40.45	\$41.97	\$43.45	\$44.92	\$47.85	
		April 1, 2023	3.50%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$49.52	
	maximum rate only	Sept 1, 2023	1.75%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$50.39	
		April 1, 2024	3.00%	\$36.93	\$38.36	\$39.95	\$41.55	\$43.13	\$44.74	\$46.32	\$47.88	\$51.90	

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H619F	Lead MRI Technologist	April 1, 2021	Start	\$49.33									
	** 8% above MRI Tech Maximum Rate	April 1, 2022		\$51.68									
		April 1, 2023		\$53.48									
		Sept 1, 2023		\$54.42									
		April 1, 2024		\$56.05									
H220F/H220P	Registered Ultrasound	April 1, 2021	Start	\$33.07	\$34.35	\$35.78	\$37.21	\$38.62	\$40.07	\$41.48	\$42.88	\$45.68	
	Technologist	April 1, 2022	4.75%	\$34.64	\$35.98	\$37.48	\$38.98	\$40.45	\$41.97	\$43.45	\$44.92	\$47.85	
		April 1, 2023	3.50%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$49.52	
	maximum rate only	Sept 1, 2023	1.75%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$50.39	
		April 1, 2024	3.00%	\$36.93	\$38.36	\$39.95	\$41.55	\$43.13	\$44.74	\$46.32	\$47.88	\$51.90	
H243F	Lead Ultrasound Technologist	April 1, 2021	Start	\$49.33									
	** 8% above U/S Tech Maximum Rate	April 1, 2022		\$51.68									
		April 1, 2023		\$53.48									
		Sept 1, 2023		\$54.42									
		April 1, 2024		\$56.05									
H244P	Non-Registered Ultrasound	April 1, 2021	Start	\$30.42									
	Technologist	April 1, 2022		\$31.87									
	** 8% below U/S Tech Start Rate	April 1, 2023		\$32.98									
		April 1, 2024		\$33.98									
H607F/H607P	Ultrasound Tech Aide	April 1, 2021	Start	\$27.38	\$28.43	\$29.47	\$30.52	\$31.55					
		April 1, 2022	4.75%	\$28.68	\$29.78	\$30.87	\$31.97	\$33.05					
		April 1, 2023	3.50%	\$29.68	\$30.82	\$31.95	\$33.09	\$34.21					
		April 1, 2024	3.00%	\$30.57	\$31.74	\$32.91	\$34.08	\$35.24					

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H609F/H609P	Cardiac Device Technologist	April 1, 2021	Start	\$33.07	\$34.35	\$35.78	\$37.21	\$38.62	\$40.07	\$41.48	\$42.88	\$45.68	
		April 1, 2022	4.75%	\$34.64	\$35.98	\$37.48	\$38.98	\$40.45	\$41.97	\$43.45	\$44.92	\$47.85	
		April 1, 2023	3.50%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$49.52	
	maximum rate only	Sept 1, 2023	1.75%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$50.39	
		April 1, 2024	3.00%	\$36.93	\$38.36	\$39.95	\$41.55	\$43.13	\$44.74	\$46.32	\$47.88	\$51.90	
H611F	Clinical Instructor	April 1, 2021	Start	\$33.37	\$34.89	\$36.40	\$37.92	\$39.44	\$40.96	\$42.44	\$43.99	\$45.46	\$46.99
		April 1, 2022	4.75%	\$34.96	\$36.55	\$38.13	\$39.72	\$41.31	\$42.91	\$44.46	\$46.08	\$47.62	\$49.22
		April 1, 2023	3.50%	\$36.18	\$37.83	\$39.46	\$41.11	\$42.76	\$44.41	\$46.02	\$47.69	\$49.29	\$50.94
		Sept 1, 2023	1.75%	\$36.18	\$37.83	\$39.46	\$41.11	\$42.76	\$44.41	\$46.02	\$47.69	\$49.29	\$51.83
	maximum rate only	April 1, 2024	3.00%	\$37.27	\$38.96	\$40.64	\$42.34	\$44.04	\$45.74	\$47.40	\$49.12	\$50.77	\$53.38
H633F/H633P	Multi Media Specialists	April 1, 2021	Start	\$30.46	\$31.61	\$32.75	\$33.94	\$35.09					
		April 1, 2022	4.75%	\$31.91	\$33.11	\$34.31	\$35.55	\$36.76					
		April 1, 2023	3.50%	\$33.03	\$34.27	\$35.51	\$36.79	\$38.05					
		April 1, 2024	3.00%	\$34.02	\$35.30	\$36.58	\$37.89	\$39.19					
H635F/H635P	Nuclear Medicine Technologist	April 1, 2021	Start	\$33.07	\$34.35	\$35.78	\$37.21	\$38.62	\$40.07	\$41.48	\$42.88	\$45.68	
		April 1, 2022	4.75%	\$34.64	\$35.98	\$37.48	\$38.98	\$40.45	\$41.97	\$43.45	\$44.92	\$47.85	
		April 1, 2023	3.50%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$49.52	
	maximum rate only	Sept 1, 2023	1.75%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$50.39	
		April 1, 2024	3.00%	\$36.93	\$38.36	\$39.95	\$41.55	\$43.13	\$44.74	\$46.32	\$47.88	\$51.90	
H637F	Lead Nuclear Medicine Technologist	April 1, 2021	Start	\$49.33									
	** 8% above NM Tech Maximum Rate	April 1, 2022		\$51.68									
		April 1, 2023		\$53.48									
		Sept 1, 2023		\$54.42									
		April 1, 2024		\$56.05									

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H636F	Non-Registered Nuclear Medicine Technologist ** 8% below NM Tech Start Rate	April 1, 2021 April 1, 2022 April 1, 2023 April 1, 2024	Start	\$30.42 \$31.87 \$32.98 \$33.98									
H215F/H615P	Radio Isotope Technician	April 1, 2021 April 1, 2022 April 1, 2023 April 1, 2024	Start 4.75% 3.50% 3.00%	\$30.46 \$31.91 \$33.03 \$34.02	\$31.61 \$33.11 \$34.27 \$35.30	\$32.75 \$34.31 \$35.51 \$36.58	\$33.95 \$35.56 \$36.80 \$37.90	\$35.08 \$36.75 \$38.04 \$39.18					
H650F/H650P	Registered Occupational Therapist *maximum rate only*	April 1, 2021 April 1, 2022 April 1, 2023 Sept 1, 2023 April 1, 2024	Start 4.75% 3.50% 1.75% 3.00%	\$41.09 \$43.04 \$44.55 \$44.55 \$45.89	\$42.55 \$44.57 \$46.13 \$46.13 \$47.51	\$44.00 \$46.09 \$47.70 \$47.70 \$49.13	\$45.46 \$47.62 \$49.29 \$49.29 \$50.77	\$46.89 \$49.12 \$50.84 \$50.84 \$52.37	\$48.33 \$50.63 \$52.40 \$53.32 \$54.92				
H652F	Lead Occupational Therapist ** 8% above OT Maximum Rate	April 1, 2021 April 1, 2022 April 1, 2023 Sept 1, 2023 April 1, 2024	Start	\$52.20 \$54.68 \$56.59 \$57.59 \$59.31									
H654F	Non-Registered Occupational Therapist ** 8% below OT Start Rate	April 1, 2021 April 1, 2022 April 1, 2023 April 1, 2024	Start	\$37.80 \$39.60 \$40.99 \$42.22									

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H651F/H651P	Registered Physiotherapist	April 1, 2021	Start	\$41.09	\$42.55	\$44.00	\$45.46	\$46.89	\$48.33				
		April 1, 2022	4.75%	\$43.04	\$44.57	\$46.09	\$47.62	\$49.12	\$50.63				
		April 1, 2023	3.50%	\$44.55	\$46.13	\$47.70	\$49.29	\$50.84	\$52.40				
	maximum rate only	Sept 1, 2023	1.75%	\$44.55	\$46.13	\$47.70	\$49.29	\$50.84	\$53.32				
		April 1, 2024	3.00%	\$45.89	\$47.51	\$49.13	\$50.77	\$52.37	\$54.92				
H653F	Lead Physiotherapist	April 1, 2021	Start	\$52.20									
	** 8% above PT Maximum Rate	April 1, 2022		\$54.68									
		April 1, 2023		\$56.59									
		Sept 1, 2023		\$57.59									
		April 1, 2024		\$59.31									
H655F/H655C	Non-Registered Physiotherapist	April 1, 2021	Start	\$37.80									
	** 8% below PT Start Rate	April 1, 2022		\$39.60									
		April 1, 2023		\$40.99									
		April 1, 2024		\$42.22									
H639F/H639P	Orthopedic Technologist	April 1, 2021	Start	\$30.46	\$31.61	\$32.75	\$33.94	\$35.09					
		April 1, 2022	4.75%	\$31.91	\$33.11	\$34.31	\$35.55	\$36.76					
		April 1, 2023	3.50%	\$33.03	\$34.27	\$35.51	\$36.79	\$38.05					
	maximum rate only	Sept 1, 2023	1.75%	\$33.03	\$34.27	\$35.51	\$36.79	\$38.72					
		April 1, 2024	3.00%	\$34.02	\$35.30	\$36.58	\$37.89	\$39.88					
H624F/H624P	Pathologist Assistant	April 1, 2021	Start	\$39.55	\$41.10	\$42.68	\$44.25	\$45.84	\$47.38	\$50.46			
		April 1, 2022	4.75%	\$41.43	\$43.05	\$44.71	\$46.35	\$48.02	\$49.63	\$52.86			
		April 1, 2023	3.50%	\$42.88	\$44.56	\$46.27	\$47.97	\$49.70	\$51.37	\$54.71			
	maximum rate only	Sept 1, 2023	1.75%	\$42.88	\$44.56	\$46.27	\$47.97	\$49.70	\$51.37	\$55.67			
		April 1, 2024	3.00%	\$44.17	\$45.90	\$47.66	\$49.41	\$51.19	\$52.91	\$57.34			

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H626P	Non-Certified Pathologist's Assistant	April 1, 2021	Start	\$36.39									
	** 8% below PA Start Rate	April 1, 2022		\$38.12									
		April 1, 2023		\$39.45									
		April 1, 2024		\$40.64									
H640F/H640P	Pharmacist (Licensed)	April 1, 2021	Start	\$55.05	\$56.51	\$57.96	\$59.40						
H640C		April 1, 2022	4.75%	\$57.66	\$59.19	\$60.71	\$62.22						
		April 1, 2023	3.50%	\$59.68	\$61.26	\$62.83	\$64.40						
	maximum rate only	Sept 1, 2023	1.75%	\$59.68	\$61.26	\$62.83	\$65.53						
		April 1, 2024	3.00%	\$61.47	\$63.10	\$64.71	\$67.50						
H642F/H642P	Clinical Pharmacy Specialist	April 1, 2021	Start	\$58.49	\$60.16	\$61.82	\$63.50						
		April 1, 2022	4.75%	\$61.27	\$63.02	\$64.76	\$66.52						
		April 1, 2023	3.50%	\$63.41	\$65.23	\$67.03	\$68.85						
	maximum rate only	Sept 1, 2023	1.75%	\$63.41	\$65.23	\$67.03	\$70.05						
		April 1, 2024	3.00%	\$65.31	\$67.19	\$69.04	\$72.15						
H656F	Lead Pharmacist	April 1, 2021	Start	\$64.15									
	** 8% above Pharmacist Maximum Rate	April 1, 2022		\$67.20									
		April 1, 2023		\$69.55									
		Sept 1, 2023		\$70.77									
		April 1, 2024		\$72.90									
H641F/H641P	Pharmacy Intern Graduate (Non-Registered)	April 1, 2021	Start	\$50.65									
		April 1, 2022		\$53.05									
	** 8% below Pharmacist Start Rate	April 1, 2023		\$54.91									
		April 1, 2024		\$56.55									

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H644F/H644P	Pharmacy Technician (Diploma)	April 1, 2021	Start	\$29.01	\$30.13	\$31.23	\$32.35	\$33.44					
		April 1, 2022	4.75%	\$30.39	\$31.56	\$32.71	\$33.89	\$35.03					
		April 1, 2023	3.50%	\$31.45	\$32.66	\$33.85	\$35.08	\$36.26					
		April 1, 2024	3.00%	\$32.39	\$33.64	\$34.87	\$36.13	\$37.35					
H690F/H690P	Psychologist I (Ph.D.)	April 1, 2021	Start	\$55.20	\$58.24	\$61.27	\$64.31	\$67.35	\$70.38				
		April 1, 2022	4.75%	\$57.82	\$61.01	\$64.18	\$67.36	\$70.55	\$73.72				
		April 1, 2023	3.50%	\$59.84	\$63.15	\$66.43	\$69.72	\$73.02	\$76.30				
	<i>*maximum rate only*</i>	Sept 1, 2023	1.75%	\$59.84	\$63.15	\$66.43	\$69.72	\$73.02	\$77.64				
		April 1, 2024	3.00%	\$61.64	\$65.04	\$68.42	\$71.81	\$75.21	\$79.97				
H692F/H692P	Psychometrist I (Hon.B.A.)	April 1, 2021	Start	\$35.15	\$37.06	\$39.02	\$40.94	\$42.86	\$44.80				
		April 1, 2022	4.75%	\$36.82	\$38.82	\$40.87	\$42.88	\$44.90	\$46.93				
		April 1, 2023	3.50%	\$38.11	\$40.18	\$42.30	\$44.38	\$46.47	\$48.57				
	<i>*maximum rate only*</i>	Sept 1, 2023	1.75%	\$38.11	\$40.18	\$42.30	\$44.38	\$46.47	\$49.42				
		April 1, 2024	3.00%	\$39.25	\$41.39	\$43.57	\$45.71	\$47.86	\$50.90				
H615F/H615P	Pulmonary Function Tech	April 1, 2021	Start	\$27.65	\$28.59	\$29.59	\$30.57	\$31.52					
		April 1, 2022	4.75%	\$28.96	\$29.95	\$31.00	\$32.02	\$33.02					
		April 1, 2023	3.50%	\$29.97	\$31.00	\$32.09	\$33.14	\$34.18					
		April 1, 2024	3.00%	\$30.87	\$31.93	\$33.05	\$34.13	\$35.21					
H665F/H665P	Registered Respiratory Therapist	April 1, 2021	Start	\$33.07	\$34.35	\$35.78	\$37.21	\$38.62	\$40.07	\$41.48	\$42.88	\$45.68	
		April 1, 2022	4.75%	\$34.64	\$35.98	\$37.48	\$38.98	\$40.45	\$41.97	\$43.45	\$44.92	\$47.85	
		April 1, 2023	3.50%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$49.52	
	<i>*maximum rate only*</i>	Sept 1, 2023	1.75%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$50.39	
		April 1, 2024	3.00%	\$36.93	\$38.36	\$39.95	\$41.55	\$43.13	\$44.74	\$46.32	\$47.88	\$51.90	
H666F	Non-Registered Respiratory Therapist	April 1, 2021	Start	\$30.42									
		April 1, 2022		\$31.87									
	<i>** 8% below RT Start Rate</i>	April 1, 2023		\$32.98									
		April 1, 2024		\$33.98									

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H616F/H616P	Polysomnographic Technologist	April 1, 2021	Start	\$35.68	\$36.94	\$38.20	\$39.46	\$40.72	\$41.98	\$43.23	\$44.44	\$47.16	
		April 1, 2022	4.75%	\$37.37	\$38.69	\$40.01	\$41.33	\$42.65	\$43.97	\$45.28	\$46.55	\$49.40	
		April 1, 2023	3.50%	\$38.68	\$40.04	\$41.41	\$42.78	\$44.14	\$45.51	\$46.86	\$48.18	\$51.13	
	<i>*maximum rate only</i>	Sept 1, 2023	1.75%	\$38.68	\$40.04	\$41.41	\$42.78	\$44.14	\$45.51	\$46.86	\$48.18	\$52.02	
		April 1, 2024	3.00%	\$39.84	\$41.24	\$42.65	\$44.06	\$45.46	\$46.88	\$48.27	\$49.63	\$53.58	
H217F/H217P	Cyto Tech	April 1, 2021	Start	\$33.07	\$34.35	\$35.78	\$37.21	\$38.62	\$40.07	\$41.48	\$42.88	\$44.33	
		April 1, 2022	4.75%	\$34.64	\$35.98	\$37.48	\$38.98	\$40.45	\$41.97	\$43.45	\$44.92	\$46.44	
		April 1, 2023	3.50%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$48.07	
	<i>*maximum rate only*</i>	Sept 1, 2023	1.75%	\$35.85	\$37.24	\$38.79	\$40.34	\$41.87	\$43.44	\$44.97	\$46.49	\$48.91	
		April 1, 2024	3.00%	\$36.93	\$38.36	\$39.95	\$41.55	\$43.13	\$44.74	\$46.32	\$47.88	\$50.38	
H677F/H677P	Speech Therapist M.A.	April 1, 2021	Start	\$40.09	\$42.29	\$44.48	\$46.69	\$48.88	\$51.09				
		April 1, 2022	4.75%	\$41.99	\$44.30	\$46.59	\$48.91	\$51.20	\$53.52				
		April 1, 2023	3.50%	\$43.46	\$45.85	\$48.22	\$50.62	\$52.99	\$55.39				
	<i>*maximum rate only*</i>	Sept 1, 2023	1.75%	\$43.46	\$45.85	\$48.22	\$50.62	\$52.99	\$56.36				
		April 1, 2024	3.00%	\$44.76	\$47.23	\$49.67	\$52.14	\$54.58	\$58.05				
H679F	Lead Speech Therapist M.A.	April 1, 2021	Start	\$55.18									
	<i>** 8% above Speech Therapist Maximum</i>	April 1, 2022		\$57.80									
	<i>Rate</i>	April 1, 2023		\$59.82									
		Sept 1, 2023		\$60.87									
		April 1, 2024		\$62.69									
H676F/H676P	Non-Registered Speech	April 1, 2021	Start	\$36.88									
	Therapist	April 1, 2022		\$38.63									
	<i>** 8% below Speech Therapist Start Rate</i>	April 1, 2023		\$39.98									
		April 1, 2024		\$41.18									

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H670F/H670P	Social Worker I (B.S.W.)	April 1, 2021	Start	\$35.15	\$37.06	\$39.02	\$40.94	\$42.86	\$44.80				
		April 1, 2022	4.75%	\$36.82	\$38.82	\$40.87	\$42.88	\$44.90	\$46.93				
		April 1, 2023	3.50%	\$38.11	\$40.18	\$42.30	\$44.38	\$46.47	\$48.57				
	maximum rate only	Sept 1, 2023	1.75%	\$38.11	\$40.18	\$42.30	\$44.38	\$46.47	\$49.42				
		April 1, 2024	3.00%	\$39.25	\$41.39	\$43.57	\$45.71	\$47.86	\$50.90				
H671F/H671P	Social Worker II (M.S.W.)	April 1, 2021	Start	\$40.09	\$42.29	\$44.48	\$46.69	\$48.88	\$51.09				
		April 1, 2022	4.75%	\$41.99	\$44.30	\$46.59	\$48.91	\$51.20	\$53.52				
		April 1, 2023	3.50%	\$43.46	\$45.85	\$48.22	\$50.62	\$52.99	\$55.39				
	maximum rate only	Sept 1, 2023	1.75%	\$43.46	\$45.85	\$48.22	\$50.62	\$52.99	\$56.36				
		April 1, 2024	3.00%	\$44.76	\$47.23	\$49.67	\$52.14	\$54.58	\$58.05				
H664F/H664P	Mental Health Counsellor	April 1, 2021	Start	\$26.23	\$27.31	\$28.37	\$29.41	\$30.45	\$31.50				
		April 1, 2022	4.75%	\$27.48	\$28.61	\$29.72	\$30.81	\$31.90	\$33.00				
		April 1, 2023	3.50%	\$28.44	\$29.61	\$30.76	\$31.89	\$33.02	\$34.16				
		April 1, 2024	3.00%	\$29.29	\$30.50	\$31.68	\$32.85	\$34.01	\$35.18				
H668F/H668P	Anesthesia Assistant	April 1, 2021	Start	\$40.09	\$41.67	\$43.28	\$44.87	\$46.48	\$48.04	\$51.16			
		April 1, 2022	4.75%	\$41.99	\$43.65	\$45.34	\$47.00	\$48.69	\$50.32	\$53.59			
		April 1, 2023	3.50%	\$43.46	\$45.18	\$46.93	\$48.65	\$50.39	\$52.08	\$55.47			
	maximum rate only	Sept 1, 2023	1.75%	\$43.46	\$45.18	\$46.93	\$48.65	\$50.39	\$52.08	\$56.44			
		April 1, 2024	3.00%	\$44.76	\$46.54	\$48.34	\$50.11	\$51.90	\$53.64	\$58.13			
H669F	Anesthesia Assistant	April 1, 2021	Start	\$46.48	(Year 4 of the AA wage grid per SM)								
NEW	(special rate)	April 1, 2022		\$48.69									
	created on November 20, 2018 to pay	April 1, 2023		\$50.39									
	and track RT's (currently at Step 9 of	April 1, 2024		\$51.90									
	the RT wage grid) for hours worked in												
	the AA role												

<u>Job Codes</u>	<u>Title</u>	<u>Effective</u>	<u>Increase</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>
H667F	Lead Respiratory Therapist	April 1, 2021	Start	\$49.33									
NEW	**8% above Respiratory Therapist	April 1, 2022		\$51.68									
	Maximum Rate	April 1, 2023		\$53.48									
	(created on May 2, 2019	Sept 1, 2023		\$54.42									
	for 2 approved Lead RT positions)	April 1, 2024		\$56.05									
H647P	Autopsy Assistant	April 1, 2021	Start	\$27.38	\$28.44	\$29.47	\$30.52	\$31.55					
NEW	(created on October 20, 2020 for 2	April 1, 2022	4.75%	\$28.68	\$29.79	\$30.87	\$31.97	\$33.05					
	approved PT positions, same as MLA	April 1, 2023	3.50%	\$29.68	\$30.83	\$31.95	\$33.09	\$34.21					
	pay band)	April 1, 2024	3.00%	\$30.57	\$31.75	\$32.91	\$34.08	\$35.24					
H646F	Lead Pharmacy Technician	April 1, 2021	Start	\$36.12									
NEW	**8% above Pharmacy Technician	April 1, 2022		\$37.83									
	Maximum Rate (created on November 2, 2020)	April 1, 2023		\$39.16									
		April 1, 2024		\$40.34									
H631F	HIS Trainer	August 8, 2021	Start	\$27.32	\$28.52	\$29.73	\$30.94	\$32.14					
NEW	**8% above the HIS Trainer Rates	April 1, 2022	4.75%	\$28.62	\$29.87	\$31.14	\$32.41	\$33.67					
	(created on August 8, 2021)	April 1, 2023	3.50%	\$29.62	\$30.92	\$32.23	\$33.54	\$34.85					
		April 1, 2024	3.00%	\$30.51	\$31.85	\$33.20	\$34.55	\$35.90					
H634F	HIS Lead Trainer	August 8, 2021	Start	\$34.71									
NEW	**8% above the HIS Trainer Rates	April 1, 2022		\$36.36									
	(created on August 8, 2021)	April 1, 2023		\$37.64									
		April 1, 2024		\$38.77									
H626F	Lead CV Tech III	March 4, 2022	Start	\$49.33									
NEW	**8% above the CIV Tech III Rate	April 1, 2022		\$51.68									
	(created on March 2, 2022)	April 1, 2023		\$53.48									
		Sept 1, 2023		\$54.42									
		April 1, 2024		\$56.05									
TBD	LIS Specialist (same rate as Lead ML 7)	October 20, 2023		\$52.82									
NEW	(created on October 20, 2023)	April 1, 2024		\$54.41									

LETTER OF UNDERSTANDING #1

BETWEEN

WINDSOR REGIONAL HOSPITAL

(herein referred to as “the Employer”)

AND

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

(hereinafter referred to as "the Union")

RE: PAY EQUITY

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

Renewed this 24th day of April, 2024 in the City of Windsor.

FOR THE UNION

DocuSigned by:

5CD48651500743C

DocuSigned by:

2EE1D513CA07466

DocuSigned by:
Tanya St. Denis
5CD48651500743C

DocuSigned by:

8C7BF3337BF3A116

DocuSigned by:
Susan Bolner Hamelin
4D3CB5F50C1B9427

DocuSigned by:
Richard Bailly
2C839740F33C476

DocuSigned by:
Shannon Duncan
E0B8170E2F4C4B7

FOR THE EMPLOYER

DocuSigned by:
Francine Herley
EE35043EAD9429

DocuSigned by:
Todd Bested
F3C008776F834C6

LETTER OF UNDERSTANDING #2

BETWEEN

Windsor Regional Hospital

(herein referred to as “the Employer”)

AND

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

(hereinafter referred to as “the Union”)

RE: ARTICLE 13: PART-TIME EMPLOYEES – FROZEN “SICK LEAVE BANKS”

WHEREAS the Hospital and the Union agree that effective May 29th, 2004, all existing sick leave plans for part-time employees employed by the Hospital on April 1st, 2004 (the “Part-Time Employees”) shall be terminated pursuant to Article 13.03 (a) of the Collective Agreement between the Hospital and the Union (the “Collective Agreement”);

AND WHEREAS the parties agreed to amend Article 13.03 of the Collective Agreement to provide for the sick leave credits of the Part-time Employees to be converted to a frozen, “sick leave bank”;

NOW THEREFORE the parties agree as follows:

1. Frozen Sick Leave Bank

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

- (b) Part-Time Employees will be entitled to a payout of their frozen sick leave bank on termination of their employment or in the case of death, to the Part-Time Employees' estate. However, if at the time of termination of employment or death of the Part-Time Employee, the Part-Time Employee does not have the required number of years of service to be eligible for the maximum payout, the Part-Time Employee's frozen sick leave bank will be recalculated in accordance with the Collective Agreement based on the Part-Time Employee's actual years of service.
- (c) Notwithstanding paragraph (a) and (b) above, Part-Time Employees may choose to use their frozen sick leave bank (as described in paragraph (a) above) until it is depleted, as paid sick time to be drawn on, in accordance with the terms and conditions of the Collective Agreement, during their period of employment with the Hospital.

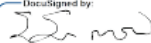
2. A list identifying the Part-Time Employees with a frozen sick leave bank along with the amount of the frozen sick leave bank will be signed off by both parties and appended to this letter of understanding.

Renewed this 24th day of April, 2024 in the City of Windsor.

FOR THE UNION

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FOR THE EMPLOYER

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LETTER OF UNDERSTANDING #3

BETWEEN

Windsor Regional Hospital

(herein referred to as “the Employer”)

AND

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

(hereinafter referred to as "the Union")

RE: CHAPLAINS

WHEREAS the Hospital and the Union are parties to a Collective Agreement;

AND WHEREAS Chaplains are governed by this Collective Agreement;

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

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

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

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

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

LETTER OF UNDERSTANDING #4

BETWEEN

Windsor Regional Hospital

(herein referred to as “the Employer”)

AND

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

(hereinafter referred to as "the Union")

RE: INTEGRATION OF THE DELIVERY OF HEALTH SERVICES

The Participating Hospitals and OPSEU/SEFPO 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/SEFPO and the Participating Hospitals support the development of provincial standards or principles as described in the Joint Hospital Industry Labour Management Council letter to the Ministers of Health and Labour, dated March 23rd, 2006.

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

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

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

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

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

Renewed this 24th day of April, 2024 in the City of Windsor.

FOR THE UNION

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LETTER OF UNDERSTANDING #5

BETWEEN

Windsor Regional Hospital

(herein referred to as “the Employer”)

AND

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

(hereinafter referred to as "the Union")

RE: PART-TIME VOLUNTARY BENEFITS

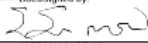
The Hospital will provide part-time employees with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 19 of the Collective Agreement. It is understood and agreed that the part-time employees would pay the Employer the full amount of the monthly premiums, in advance.

Renewed this 24th day of April, 2024 in the City of Windsor.

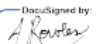
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LETTER OF UNDERSTANDING #6

BETWEEN

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

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU/SEFPO) Local 101
(hereinafter referred to as the “Union”)**

RE: EMPLOYEE ABUSE

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

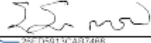
When an Employee in the exercise of their functions suffers damage to their personal belongings (clothing, watch, glasses, contact lenses or prosthesis, etc.), the employee can present their claim for replacement or repair of such belongings in writing to the Human Resources Department.

Renewed this 24th day of April, 2024 in the City of Windsor.

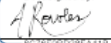
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LETTER OF UNDERSTANDING #7

BETWEEN

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

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU/SEFPO) Local 101
(hereinafter referred to as "the Union")

RE: HEALTH AND WELFARE ENROLMENT

During negotiations for the Collective Agreement, the parties discussed enrolment in the health and welfare benefits. The parties agree that for the term of this Collective Agreement, expiring March 31st, 2025, an employee who chooses to opt out of any Health and Welfare benefits shall be entitled to enroll in the benefits under any one of the following conditions:

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

In addition to the foregoing, any employee who initially elected not to opt into the benefit plan upon hire may, one time during the course of their employment, elect to opt into the benefit plan for any reason, outside of those listed in #1 or 2 above.

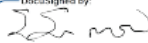
Once an employee elects to enroll in a benefit program pursuant to the above, the Employee must remain enrolled in the benefit plan for a minimum of twenty four (24) months.

Renewed this 24th day of April, 2024 in the City of Windsor.

FOR THE UNION

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LETTER OF UNDERSTANDING #8

BETWEEN

Windsor Regional Hospital

(herein referred to as “the Employer”)

AND

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

(hereinafter referred to as "the Union")

RE: MOA – INNOVATION/FLEX SCHEDULING REGISTERED THERAPISTS (RT) (MET AND OUELLETTE CAMPUSES (EXTENDED 12 HOUR TOURS)

Whereas Article 32 of the Collective Agreement provides for the parties to enter into a model agreement for innovative/flex scheduling;

And whereas the RT departments at both the Met and Ouellette campuses currently work twelve (12) hour tours;

The parties hereby agree as follows:

Article 1: Work Unit and Employees Covered

This Agreement shall form part of the Collective Agreement between the Hospital and the Union and shall apply to all employees in the Registered Respiratory Therapist (RT) classification working in the RT department at the Met and/or Ouellette campuses. This shall not include RTs working in the Pulmonary Function department.

Article 2: Hours of Work

- (a) The Hospital will prepare a master shift rotation for full-time employees. The master shift rotation will not be changed without sixty (60) days' advance notice to the Union outlining the need for a change. If requested, the Hospital and the Union will meet to discuss the need for the change. Subject to (b) below, a full-time employee shall be scheduled for seven (7) tours in each two (2) week pay period.
- (b) The hours of work shall be averaged to meet the needs of the scheduling requirements for the department. The parties agree that averaging shall be over a twelve (12) week period. Two (2) additional extended days/tours off (EDOs) without pay will be scheduled on the master shift rotation during the twelve (12) week period for each full-time employee covered by this Agreement.

- (c) The scheduling of the additional day(s) off on a master rotation may be adjusted during the Christmas/New Year's period to the week before the holiday and the week after the holiday in order to comply with the time off requirements for the holiday period under the Collective Agreement.
 - (i) For the purpose of this Agreement, Christmas shall mean having worked:
 - A. Nights on December 24th and 25th; or
 - B. Days on December 25th and 26th
 - (ii) For the purpose of this Agreement, New Year's shall mean having worked:
 - A. Nights on December 31st; or
 - B. Days on January 1st
- (d) Part-time employees filling temporary full-time vacancies will be scheduled EDOs as set out on the master shift rotation for the full-time employee whose position they are covering.
- (e) The parties agree that the day shift shall be the first shift of the day.
- (f) The parties agree that for scheduling purposes, a weekend consists of fifty-six (56) consecutive hours of work during the period following the completion of the Friday day shift until the commencement of the Monday day shift.
- (g) The normal extended tours shall be defined as: 0700-1900 (days) and 1900-0700 (nights) unless the Hospital and Union agree to alter the extended tours to meet the needs of the unit.
- (h) The Hospital will make reasonable efforts to maintain the master schedule; however, all parties acknowledge and agree that there may be instances where a full-time employee is required to work on two (2) different shift rotations (days/nights) in a consecutive two (2) week pay period either by mutual agreement, employee request or as educational or operational needs require.
- (i) The master rotation shall be prepared so as to provide that full-time employees shall not be scheduled to work more than three (3) consecutive extended tours. Premium pay will be paid for all hours worked on a fourth (4th) scheduled tour and all subsequent scheduled tours until a day off is received except where such days are worked to satisfy specific days off requested by the employee or are worked as the result of an exchange of shifts with another employee.

Part-time employees shall not be scheduled to work more than three (3) consecutive extended tours. Premium pay will be paid for all hours worked on a fourth (4th) scheduled tour and all subsequent scheduled tours until a day off is received except where such days are worked to satisfy specific days off requested by the employee or are worked as the result of an exchange of shifts with another employee.

Notwithstanding the above, no employee will be permitted to work more than six (6) extended tours in a row without a day off.

- (j) The master rotation shall be prepared so as to provide that each full-time employee shall be scheduled off one (1) weekend in two (2) unless by mutual agreement or to accommodate an employee's request.

Each part-time employee shall be scheduled off one (1) weekend in three (3) unless by mutual agreement or to accommodate an employee's request.

Where a full-time employee is scheduled two (2) consecutive weekends or a part-time employee is scheduled three (3) consecutive weekends, all hours worked on the second scheduled weekend (full-time) and the third scheduled weekend (for part-time) and all subsequent scheduled weekends will be paid at premium pay of one and one half (1 ½) times their regular rate of pay.

- (k) Overtime shall be paid in accordance with Article 15 as amended to provide for daily shifts of eleven and one quarter (11.25) hours of work on a daily basis and seventy-eight and three quarters (78.75) for a bi-weekly period.
- (l) For the purposes of Article 15.03(c) and part-time commitment, the minimum commitment for part-time employees working pursuant to this Agreement is thirty-three and three quarters (33.75) hours per pay period.
- (m) For the purpose of holiday pay where an employee is entitled to a lieu day for a holiday under the Collective Agreement, the payment will be the equivalent of seven and one half (7 ½) hours of pay. For the purposes of paid bereavement, payment will be equivalent to eleven and one quarter (11.25) hours of pay. When an employee is entitled to paid sick or vacation, payment shall be equivalent to eleven and one quarter (11.25) hours of pay.
- (n) For the purposes of Article 17.03 (holiday premium), it is agreed that the holiday pay premium shall apply to all hours worked from 2300 hours on the day preceding a paid holidays and shall end at 2300 hours on the paid holiday. All hours worked in that time period shall be paid at the rate of time and one half (1 ½) the regular rate of pay for full-time employees and part-time employees will be paid at the rate of two (2) times their regular rate of pay in accordance with the Collective Agreement.
- (o) For the purposes of Article 15.08 (meal vouchers), a meal voucher will be supplied after two (2) hours of overtime that are worked contiguous to a regularly scheduled twelve (12) hour extended tour.
- (p) For the purposes of vacation, a week is defined as Saturday to Friday. If staffing permits, the Hospital will schedule both weekends off. Where the employee requests and is scheduled to work two (2) consecutive weekends to obtain both weekends off associated with a vacation request, premium pay will not apply.
- (q) The parties acknowledge that all extended tours at a particular campus shall be scheduled on a rotational basis between day and nights except as follows:

- (i) Where a straight line (i.e. straight days or straight nights) is available, such line will be offered on the basis of seniority to employees in the relevant classification who are based at the campus in which the line exists (and for the avoidance of doubt, will not be available to members at another campus). It is further understood that employees must be qualified, or become qualified within sixty (60) days (in the case where the training is offered in-house) of moving into such line.
- (ii) It is understood that an offer for a line is not a job posting. Without limiting the generality of the foregoing, it is understood that employees do not “own” lines, but rather, they own “positions” and circumstances may arise where the Hospital may have to restructure available lines due to operational needs or changes to staff compliments.
- (iii) For the purposes of initial implementation, when lines become available, such lines will be offered on the basis of seniority to employees in the relevant classification who are based at the campus in which the line(s) exists (and for the avoidance of doubt, will not be available to members at another campus). Employees will have a maximum of twenty-four (24) hours to indicate their line selection. Failure to select a line within twenty-four (24) hours may result in the employee being placed in a vacant line at the management team’s discretion.
- (iv) In the event a line becomes vacant, it shall be offered on the basis of seniority to employees in the relevant classification. Should an employee move from an existing line (the “Previous Line”) to a vacant line, there shall be no requirement to offer the Previous Line to the remaining employees in the department (e.g. no domino effect).
- (v) Notwithstanding (iii) and (iv) above, the parties expressly acknowledge and agree that if, in the opinion of the Hospital, acting reasonably, the knowledge, skills, abilities, and experience of employees would negatively impact operations or patient care, the Hospital shall have the exclusive right to reassign an employee to a different line. Moreover, nothing in this Agreement is intended to in any way limit (ii).
- (vi) Employees shall not be permitted to switch lines as between themselves, absent exigent circumstances satisfactory to the Hospital. Such switches must be approved by the Hospital management team.

Ambulance Escort

Where an employee is assigned to provide patient care for a patient in transit, the following provisions shall apply:

- (a) Where an employee performs such duties during their regular shift, they shall be paid their regular rate of pay. Where such duties are performed outside of their regular shift or on a day off, they shall be paid at the appropriate rate of pay under Article 15.

- (b) Where such duties extend beyond the regular shift, the Hospital will not require the employee to return to regular duties at the Hospital without at least eight (8) hours of time off. Where such time extends into their next regularly scheduled shift they will maintain their earnings for that full shift.
- (c) Hours spent between the time that the employee is relieved of patient care responsibilities and the time that the employee returns to the Hospital shall be paid at the appropriate rate of pay under Article 15.
- (d) The employee will be reimbursed for reasonable out of pocket expenses, including room, board and return transportation, and consideration will be given to any special circumstances not dealt with under this provision.
- (e) Shift and weekend premiums will be paid as per Article 23.04.

Article 3: Agreed Variation from the Collective Agreement

Except as provided under the terms of this Letter of Understanding, the terms of the Collective Agreement shall apply.

Article 4: Rest and Meal Periods

- (a) Tours shall include forty-five (45) minutes of unpaid break so that employees working a full shift shall be paid eleven and one quarter (11.25) hours.
- (b) Rest and meal periods, subject to the exigencies of patient care, will be scheduled as follows:
 - Break #1 – 15 minutes paid;
 - Meal #1 – 30 minutes unpaid;
 - Break #2 – 15 minutes paid;
 - Meal #2 – 30 minutes, with first 15 minutes paid and second 15 minutes unpaid.

Article 5: Term

- (a) This Agreement will remain in effect for one (1) year from the date of signing and will automatically be renewed for one (1) year increments unless either the Union or the Hospital serves written notice to amend the Agreement. The parties agree that such notice must be served within six (6) weeks prior to an anniversary date.
- (b) The parties will meet within two (2) weeks of giving notice or as soon as possible to review the request for amendment in an attempt to resolve the identified problems.
- (c) In the event that either the Union or the Hospital wish to discontinue this Letter of Understanding, six (6) weeks' written notice shall be given to the other party and the employees impacted. In the event that a notice to terminate the Agreement is given, the scheduling shall be reverted to the language of the Collective Agreement (8 hour tours).

Signed this 24th day of April, 2024 in the City of Windsor.

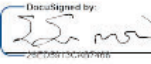
FOR THE UNION

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LETTER OF UNDERSTANDING #9

BETWEEN

Windsor Regional Hospital

(herein referred to as "the Employer")

AND

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

(hereinafter referred to as "the Union")

RE: DI – STUDENT HELPERS

WHEREAS the parties utilize the DI Student Helpers in the CT department at each campus; however, DI Student Helpers may, from time to time, be assigned to work in other DI areas of the Hospital, as may be determined by the Hospital;

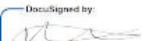
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The parties shall offer this position to students in a health-related discipline at an accredited post-secondary institution, with a preference for students in a DI-related discipline (subject to otherwise being satisfactory to the Hospital).
2. The wage rate shall be set at \$20.60/hour, and such wage rate shall not be subject to any increases under the OPSEU/SEFPO Collective Agreement. The intent is to ensure that under no circumstances shall the wage rate, benefits (including in lieu of benefits), etc. or any other entitlements of the DI Student Helper exceed that of the Undergraduate Nursing Extern.
3. The DI Student Helpers will primarily be scheduled for work on the weekends.
4. Notwithstanding any other language in the Collective Agreement, the scheduling provisions of the Collective Agreement and related premiums or penalties shall not apply to the DI Student Helper classification. For the avoidance of doubt, DI Student Helpers, may be expected to work every weekend, etc. on a variety of different shifts or shift duration. There shall be no minimum commitment in respect of hours or shifts for DI Student Helpers.

Signed this 24th day of April, 2024 in the City of Windsor.

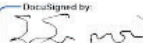
FOR THE UNION

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Susan Bolument Hamelin

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Richard Baillargeon

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Shannon Duncan

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FOR THE EMPLOYER

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Francine Herteluy

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Todd Bisset

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LETTER OF UNDERSTANDING #10

BETWEEN

Windsor Regional Hospital

(herein referred to as “the Employer”)

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU/SEFPO) Local 101

(hereinafter referred to as "the Union")

RE: “ME TOO” TO OPSEU/SEFPO CENTRAL RECLASSIFICATIONS

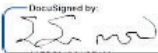
Any wage increases for any classification(s), either agreed to between the Participating Hospitals and the Ontario Public Service Employees Union (OPSEU/SEFPO) (the “Central Parties”) or subsequently awarded by an arbitrator, will be applied to this Collective Agreement on the same effective dates as the Central Parties.

Signed this 24th day of April, 2024 in the City of Windsor.

FOR THE UNION

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Tereza St. Denis
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Susan Bolnert Hamelin
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DocuSigned by:
Richard Baillargeon
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DocuSigned by:
Shannon Duncan
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FOR THE EMPLOYER

DocuSigned by:
Francine Harteley
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DocuSigned by:
Todd Bixted
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LETTER OF UNDERSTANDING #11

BETWEEN

Windsor Regional Hospital

(herein referred to as “the Employer”)

AND

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

(hereinafter referred to as "the Union")

RE: CALL-IN PROCESS FOR LABORATORY INFORMATION SPECIALISTS (“LIS” FORMERLY KNOWN AS “WECLIS”)

WHEREAS the parties wish to confirm the process that has previously been in place by way of this LOU, which will form part of the Collective Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Where a LIS staff person is required to provide professional services over the telephone while on stand-by, they shall be paid in accordance with Article 23.03 (b) of the Collective Agreement as between the Parties. For clarity, this captures all professional services rendered by way of telephone.
2. Notwithstanding paragraph 1 above, the Parties acknowledge and agree that to the extent an LIS staff member would otherwise be required to physically attend at the Hospital to access one or more Hospital systems in order to remedy the problem that forms the subject of the professional consultation call, but can perform those services by logging into one or more Hospital systems remotely, such an occurrence will be treated as a callback (and not a telephone consultation) within the meaning of Article 23.03 (c) of the Collective Agreement as between the Parties.
3. Nothing within this LOU is intended to otherwise change or alter any process for any other bargaining unit members, other than as expressly stated herein. All other provisions of the Collective Agreement as between the Parties continue to apply to the LIS members, save and except as expressly outlined herein.
4. This LOU is entered without prejudice or precedent to any other matter or issue between Hospital and the Union and will not be a precedent in their on-going relationship, nor will it be relied upon or referred to in any future situation, negotiation or proceeding save and except for its enforcement.

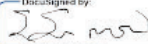
5. This LOU shall cease to be of any force upon the renewal of any subsequent Collective Agreement, unless expressly included in such renewal.
6. This LOU constitutes the entire agreement and understanding between the parties hereto and no variation or addition to it and no waiver of any provision will be valid unless in writing and signed by the Parties.

Signed this 24th day of April, 2024 in the City of Windsor.

FOR THE UNION

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Tereza St. Denis
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Susan Bolnert Hamelin
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Richard Baillargeon
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Shannon Duncan
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FOR THE EMPLOYER

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Francine Herlihy
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Todd Bsted
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