

NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Job Sharing (proposed Article 31):

- 31.01 (a) Job Sharing is an arrangement between two (2) employee, the Union and the Employer whereby two (2) employees within the bargaining unit share the hours of what would otherwise be one (1) full time position.
- (b) All Job Sharing arrangements shall be voluntary for all participants. Employees in a job sharing arrangement must e 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 [definition of part time hours].
- (ii) Job Sharers will be offered additional shifts pursuant to Article [Hours of Work scheduling for part time employees].
- (g) The above schedules shall confirm with the scheduling provisions for full-time employees pursuant to the Collective Agreement.

- (h) Each job sharer may exchange shifts with her partner, as well as with other qualified employees within the same classification.
- (i) The job sharers involved will have the right to determine which partner works on scheduled paid holidays and job sharers will only be required to work the number of paid holidays as per Article {Holidays} of the collective agreement.
- (j) The Manager will resolve any disputes arising between the employees with respect to scheduling.

31.02

- (a) It is expected that both Job Sharers will cover each other's incidental illnesses. If, because of unavoidable circumstances, one cannot cover the other, the Manager or her designate will be notified and will be responsible to book coverage. Job Sharers are not required to cover for their partner in the case of prolonged or extended absences.
- (b) For vacation, the Job Sharing partner will provide the replacement, where possible.
- (c) In the event that one (1) member of the Job Sharing arrangement goes on a maternity leave, or other leaves of absence the coverage will be negotiated with the Manager but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.
- (d) In the event the remaining partner is unavailable to provide replacement coverage, then the Employer may fill the job share vacancy pursuant to Article [Job position] or if not applicable, at it's discretion. However, consideration will be given to part-time employees in the same classification who are qualified.

31.03

- (a) A Job Sharing arrangement may arise out of the filling of a vacant full-time position upon the mutual agreement by the Union and the Employer. Both job sharing positions will be posted and selection will be based on the criteria set out in the Collective agreement.
- (b) An incumbent full-time employee willing to share her position, may do so without having her half of the position posted. The other half of the Job Sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.
- (c) If one of the Job Sharers leaves the arrangement, her position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position. If the remaining employee in the shared position was originally a full-time employee, she/he will be returned to her/his former full-time status in the position. If the remaining employee in the shared position was originally a part-time employee, she/he will be returned to her/his regular part-time status and the position will be posted and filled in accordance with the collective agreement.

(d) Each new Job Sharing arrangement shall be subject to a six (6) month review to discuss any issues, concerns or suggestions.

31.04


(a) Either the Employee or the Hospital may discontinue the Job Sharing arrangement 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 layoff 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.

Dated this 31st day of March, 2015 at Windsor, Ontario

FOR THE HOSPITAL:



FOR THE UNION:





M. Buchanan



NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101


Agreed to Items for the renewal of agreement ending March 31, 2014:

Mileage (proposed Article 24)


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


Dated this 29th day of September, 2015 at Windsor, Ontario

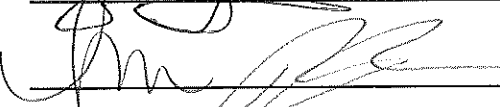
FOR THE HOSPITAL:



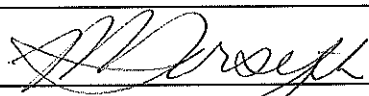
FOR THE UNION:







M. Buchanan



C. Bell

NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Modified Work Program (proposed Article 33):

ARTICLE 33 – MODIFIED WORK PROGRAM

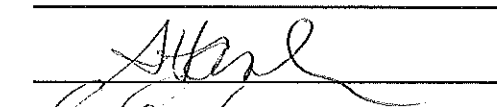


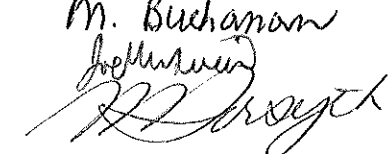
33.01 The Hospital and the Union recognize that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness. Recognizing their responsibilities under the applicable legislation, the Hospital agrees to implement and the Union agrees 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.

Dated this *31st* day of *March*, 2015 at Windsor, Ontario

FOR THE HOSPITAL:



FOR THE UNION:




M. Buchanan


NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Personnel Files (proposed Article 23):

ARTICLE 23 – PERSONNEL FILES

- 23.01 Each employee shall have reasonable access to their Personnel file for the purpose of reviewing the contents in the presence of the Director of Human Resources or designate. Such access will be permitted only at reasonable times and upon reasonable notice. An employee may request copies of any completed evaluations in their personnel file at their expense.
- 23.02 The Hospital acknowledges management's responsibility to identify performance deficiencies in a timely manner.

Dated this 2nd day of December, 2014 at Windsor, Ontario

FOR THE HOSPITAL:

ORMi

FOR THE UNION:

[Signature]
Macpherson
Starnes

[Signature]
M. Buchanan [Signature]
[Signature]

NEGOTIATIONS

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BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Purpose (proposed Article 1):

1.01 The general purpose of this Agreement is to establish and maintain mutually beneficial relationship between the Hospital, its employees and the union.

1.02 All references to the masculine gender in this Agreement shall also be read in the feminine gender or vice versa, wherever the context applies.

Dated this 26th day of November, 2014 at Windsor, Ontario

FOR THE HOSPITAL:

DRH

FOR THE UNION:

Mackinnon
Stamell

Johnston

M. Buchanan

Dr. Dwyer

C. Bell

NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Recognition (proposed Article 2):

1. The parties agree that this sign off covers only non monetary items and the following monetary items are not yet agreed:
 - (a) Monetary item for 2.03 definition of "part time employee";
 - (b) Monetary item for 2.04 definition of "casual" employee
 - (c) The Parties agree that if in the process of harmonization of job classifications there is any change to the title of a job classification such change shall be made to the Recognition clause prior to the finalization of the Collective Agreement.
2. The following non monetary items of Article 2 are agreed:

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, students and employees covered by subsisting collective agreements. For the sake of clarity the expression "allied health professionals includes the following positions:

- Audiologist Registered, Senior and Graduate
- Cardio-Vascular Technologist (CVT 1 (Stress and Holter), CVT II (Echocardiography), and CVT III (Echo, Stress and Holter)
- Chaplain I and II
- Child Life Specialist
- Communicative Disorders Assistant

- Dietitian, Registered, Senior and Non Registered
- Discharge Planner, Senior
- Infant Hearing Screening Assistant
- Kinesiologist
- Learning Consultant
- MRI Technologist, Senior, Non Registered, Registered
- Multi Media Specialist
- Nuclear Medicine Technologist, Registered, Non Registered, Senior
- Occupational Therapist, Senior, Registered, Graduate
- Orthopedic Technologist
- Pathology Assistant
- Pharmacist (Registered), Graduate, Intern, Resident
- Clinical Pharmacy Specialist
- Registered Pharmacy Technician, Senior, Non Registered, Graduate.
- Physiotherapist, Registered, Senior, Graduate
- Psychologist (Ph.d)
- Psychometrist (Hon B.A.)
- Pulmonary Function Technologist
- Registered Respiratory Therapist, Senior, Graduate
- Social Worker-MSW, BSW
- Speech Therapist (MA)
- Therapeutic Recreation Specialist
- **Mental Health Counsellor**
- Medical Radiology Technologist, Senior, Lead, Charge
- Medical Laboratory Technologist, Senior, Lead, Charge
- Medical Laboratory Assistant
- Registered Diagnostic Medical Sonographer, Lead, Senior
- Ultrasound Tech Aide
- EEG Technologist, Registered, Non Registered, Senior
- EKG Technologist, Registered, Non Registered, Senior
- Echocardiography Technologist, Registered, Non Registered, Senior
- Cardiac Device Technologist
- Clinical Instructor-Nuclear Medicine, Radiology
- Radio Pharmacy Nuclear Med Tech
- Radioisotope Tech
- Polysomnographic Technologist
- Cytotechnologist Registered

2.02 The term "full-time employee" when used in this agreement will mean a regular employee who is regularly scheduled to work 37.5 hours weekly or an average of 75 hours in a bi-weekly pay period, exclusive of a daily lunch period of one half (1/2) hour.

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.

Dated this 21st day of April, 2015 at Windsor, Ontario

FOR THE HOSPITAL:

DR Man

FOR THE UNION:

Stamela

Jim O'Bell

[Signature]

M. Buchanan

W. Dwyer

[Signature]

[Signature]



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BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Recognition (proposed Article 2) (outstanding items from signed off document April 21, 2015)

1. The parties agree that this sign off covers the outstanding monetary items that were not signed off under Article 2 previously on April 21, 2015;
2. The definition of part time shall apply unless expressly addressed in a letter of understanding for those areas working flexible or innovative scheduling such as ten (10) hour tours or twelve (12) hour tours with respect to the shift lengths and averaging as necessary;
3. The following remaining items of Article 2 are agreed:

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 37.5 hours per week exclusive of a 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 resign* under the article. This Article will be interpreted in a manner consistent with the Human Rights Code.

Dated this 16th day of September, 2015 at Windsor, Ontario

FOR THE HOSPITAL:

ARM

FOR THE UNION:

M. Buchanan
Chall
Steele
Stamely
McIntosh
Ray
Don

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- Learning Consultant
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- Multi Media Specialist
- Nuclear Medicine Technologist, Registered, Non Registered, Senior
- Occupational Therapist, Senior, Registered, Graduate
- Orthopedic Technologist
- Pathology Assistant
- Pharmacist (Registered), Graduate, Intern, Resident
- Clinical Pharmacy Specialist
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- Physiotherapist, Registered, Senior, Graduate
- Psychologist (Ph.d)
- Psychometrist (Hon B.A.)
- Pulmonary Function Technologist
- Registered Respiratory Therapist, Senior, Graduate
- Social Worker-MSW, BSW
- Speech Therapist (MA)
- Therapeutic Recreation Specialist
- **Mental Health Counsellor**
- Medical Radiology Technologist, Senior, Lead, Charge
- Medical Laboratory Technologist, Senior, Lead, Charge
- Medical Laboratory Assistant
- Registered Diagnostic Medical Sonographer, Lead, Senior
- Ultrasound Tech Aide
- EEG Technologist, Registered, Non Registered, Senior
- EKG Technologist, Registered, Non Registered, Senior
- Echocardiography Technologist, Registered, Non Registered, Senior
- Cardiac Device Technologist
- Clinical Instructor-Nuclear Medicine, Radiology
- Radio Pharmacy Nuclear Med Tech
- Radioisotope Tech
- Polysomnographic Technologist
- Cytotechnologist Registered

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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.

Dated this 21st day of April, 2015 at Windsor, Ontario

FOR THE HOSPITAL:

DR Man

FOR THE UNION:

Stamela

Jim O'Neil

[Signature]

M. Buchanan

W. Dwyer

[Signature]

[Signature]



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WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

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Recognition (proposed Article 2) (outstanding items from signed off document April 21, 2015)

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2. The definition of part time shall apply unless expressly addressed in a letter of understanding for those areas working flexible or innovative scheduling such as ten (10) hour tours or twelve (12) hour tours with respect to the shift lengths and averaging as necessary;
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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)

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Dated this 16th day of September, 2015 at Windsor, Ontario

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ARM

FOR THE UNION:

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WINDSOR REGIONAL HOSPITAL

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ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101


Agreed to Items for the renewal of agreement ending March 31, 2014:

Strikes or Lockouts (proposed Article 3):

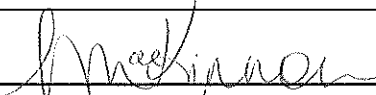
- 3.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The words "strike" and "lockout" have their meaning attributed to them in the interpretation section of The Labour Relations Act ~~R.S.O.~~, as amended. While this Agreement is in operation, there shall be no suspension or slowdown of work, picketing, or any other interference with the operations of the Hospital and the Union shall take positive action to prevent an employee from committing any of the aforesaid acts.


Dated this 26th day of November, 2014 at Windsor, Ontario

FOR THE HOSPITAL:



FOR THE UNION:











NEGOTIATIONS

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BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Hospital & Union's Responsibility (proposed Article 4):

ARTICLE 4 - HOSPITAL & UNION'S RESPONSIBILITY

- Delete current Article 4.01 (a) and (b) and (c) from OPSEU Local 143 (Met) agreement and substitute:

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.

(provision to be re-numbered):

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

- 3.02 It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, sexual orientation, marital status, age, record of offences, same-sex partnership status, family status or disability or any other factor which is not pertinent to the employment relationship.
- 3.03 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.
- 3.04 The Hospital and the 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.
- 4.02 (a) It is agreed that upon commencement of employment, new employees shall be advised by a representative of the Hospital of the existence of the Union and of the conditions surrounding their employment, as contained in the within collective agreement, and rules that may be formulated under its terms. It is agreed that upon commencement of employment in his or her classification, the job duties and responsibilities will be clearly defined within the context of the job descriptions.
- (b) The Employer agrees that copies of job descriptions will be made available to the Union upon request. When a new position or classification is developed, the Employer will provide a copy to the incumbent(s) and the Union.

FOR THE HOSPITAL:

FOR THE UNION:

NEGOTIATIONS

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BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Management Rights (proposed Article 5):


ARTICLE 5 – MANAGEMENT RIGHTS

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


performed, and to make, alter and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary in the interests of the safety and well-being of the Hospital patients, the public, and Hospital employees.

Dated this 26th day of November, 2014 at Windsor, Ontario

FOR THE HOSPITAL:

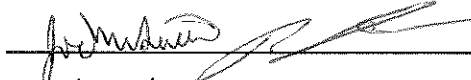


FOR THE UNION:



MacKinnon

Stenel



M. Buchanan



C Bell

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WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:


Union Security (formerly Check off Union Dues) (proposed Article 6):

- 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.

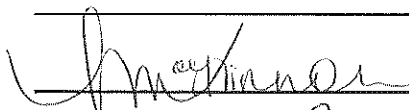
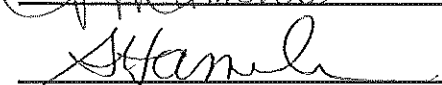
- 6.04 This compulsory ~~check-off deduction~~ of dues shall continue during the lifetime of this Agreement and shall be continued throughout any period during which the parties are engaged in negotiations with a view to making a new Agreement, and it shall apply to all employees in the Bargaining Unit.
- 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 Human Resources/Labour Relations** ~~Vice-President Corporate Services/Medical Affairs~~ or his/her designate, and the designated, authorized member of the Union and the Local Regional Office.
- 6.07 During the term of this Agreement, the Employer agrees to furnish the Union monthly with a written list of all new employees who have been hired during the previous month. This list to include the employee's name and department in which he or she is working.

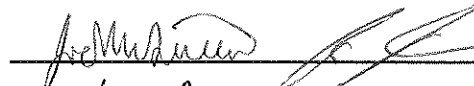
Dated this 26th day of November, 2014 at Windsor, Ontario

FOR THE HOSPITAL:



FOR THE UNION:



M. Buchanan


C.B.L.

NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

The Parties agree that this sign off covers only non-monetary items and the following monetary items are not yet agreed—7.08 and 7.12

- 7.01 The Union agrees to provide and maintain an up-to-date list of all Union representatives (including Union stewards, Union executive and negotiation committee to the Director of Human Resources or designate.
- 7.02 No employee shall enter into any agreement with the Employer, or any of its representatives which conflicts with the collective agreement. No individual member or group of members shall undertake to represent the Union at meetings with the Hospital without proper authorization of the Union.
- 7.03 The Union shall have the right to the assistance of O.P.S.E.U. representatives at all times and the representatives shall be given reasonable access to Hospital premises to assist the members.
- 7.04 The Employer agrees to permit a representative of the Union to interview new employees as a group during orientation for a maximum of ~~twenty (20)~~ **thirty (30)** minutes without loss of pay for the purpose of discussing the benefits and duties of Union membership and their responsibilities and obligations to the Hospital and the Union. Management shall designate a place on the Hospital premises for such interviews and shall have the right to have a Hospital representative attend any such interview if it so wishes. The employer will notify the Union President, or designate, when orientation of any new OPSEU members will be taking place.

Grievance Committee

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

Negotiating Committee

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

Employee Relations Committee

- 7.10 There shall be an Employee Relations Committee comprised of representatives of

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

The committee shall meet monthly unless otherwise agreed. Meetings can be cancelled, where there are no issues for the agenda. The duties of Chairperson and Secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the committee and its 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.

To allow the Labour Management Committee Meeting to carry out its mandated role under this Article 8.02 (b), 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.

Dated this 1st day of May, 2015 at Windsor, Ontario

FOR THE HOSPITAL:

DRR

FOR THE UNION:

[Signature]
[Signature]
[Signature]

[Signature]
M. Buchanan

[Signature]

[Signature]
[Signature]

NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Employee Representation (proposed Article 7) (final outstanding items from signed off documents May 1, 2015 and September 29, 2015) With this sign off all Employee Representation items are signed off now;

1. The parties agree that this sign off covers the final outstanding monetary item that has not been previously signed off (May 1, 2015 and September 29, 2015):

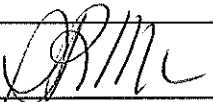
7.08

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


- (b) One local Vice President will be granted thirty seven and one-half (37.5) hours ^{month} off as sm prearranged with his/her supervisor/Department manager without loss of pay to conduct the affairs of the Union and to be available to attend meetings involving Hospital representatives.

Dated this 30th day of September, 2015 at Windsor, Ontario

FOR THE HOSPITAL:



FOR THE UNION:



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Hamuli

[Signature]

Graph.

CHLO



NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Employee Representation (proposed Article 7) (one outstanding items from signed off document May 1, 2015 leaving one outstanding monetary item: Article 7.08


1. The parties agree that this sign off covers one (1) of two (2) outstanding monetary items that were not signed off under Article 7 previously on May 1, 2015:

7.12:

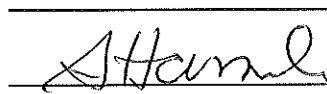
In the event that the Hospital and Union agree to participate in central negotiations carried on jointly with other Ontario hospitals, it is agreed that the Union Negotiating Committee members up to a maximum of two (2) shall be paid for time lost from their normal straight time working hours at their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


Dated this 29th day of September, 2015 at Windsor, Ontario

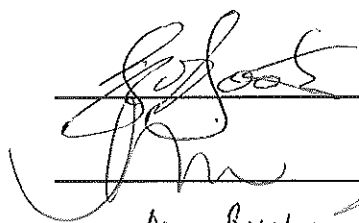
FOR THE HOSPITAL:

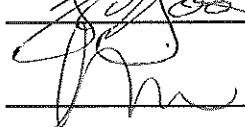


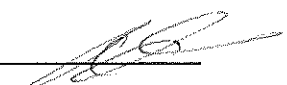
FOR THE UNION:

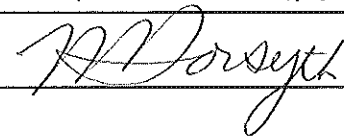



C Bell





M. Buchanan 



NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Bulletin Board (proposed Article 12):


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

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

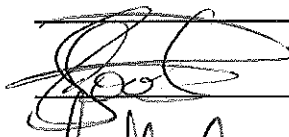
- Human Resources (Met and Ouellette campus)
- Cancer Centre
- Met Diagnostic Imaging
- Met Laboratory
- Ouellette Campus Laboratory
- Ouellette Campus ground floor
- Pharmacy Ouellette campus

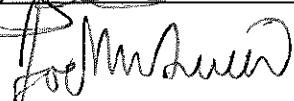
Dated this 3rd day of December, 2014 at Windsor, Ontario

FOR THE HOSPITAL:



FOR THE UNION:





Maekianon

Shamel

CBell

M. Buchanan

RSrolyth

NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Job Posting (proposed Article 13):

ARTICLE 13-Filling of Vacancies and Job Posting

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

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

Such notice shall be posted for seven (7) working days excluding Saturdays, Sundays and statutory holidays in order that all members of the bargaining unit will

know that the position is open and will be able to make written application to the Human Resources Department. Where there is more than one application for a position and where qualifications, competence and skill are relatively equal, seniority shall be the deciding factor. The Hospital shall post and send to the Union notification of the successful applicant.

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.

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

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

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

13.04 An Employee who accepts a position in a lower paid classification within the bargaining unit shall be entitled to a trial period in the new position of sixty (60) working days and if at the expiration of that period he is found by the employer to be unsuitable or if the employee does not wish to continue in the new position, he shall be entitled to return to his former position without loss of pay, seniority or other benefits, displacing any member of the bargaining unit who has filled that position during such trial period. The employee shall be placed at the same incremental step on the wage grid of the new lower classification as was held in the prior classification.

13.05 For the purpose of job postings only, the hours of work on the seniority list for part time and casual employees will be updated to the end of the pay period immediately prior to the date of the job posting.

13.06 Transfer File

(i) 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 postings.

(ii) 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.

(iii) 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 posting

period.

13.07 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, this process will continue, subject to the terms of this article.

13.08 **Temporary Vacancies**

- (i) Temporary vacancies created by full-time employees being on maternity leave, parental/adoption leave, illness or injury or approved leave of absence exceeding four (4) months will be filled as per ~~Article 13 — Filling of Vacancies and Job Posting~~; the above provisions of Article 13.01-13.07. Temporary vacancies not exceeding four (4) months will be filled as follows:
 - (a) A regular part-time employee who has completed the probationary period will be given preference on a rotational basis in accordance with qualifications and ability to fill the position.
 - (b) If a regular part-time employee is not available to fill the position, the manager will evaluate the possibility/feasibility of dividing the hours of the temporary vacancy amongst the remaining part-time within the department/unit program.
 - (c) If the position cannot be filled under sections (a) and (b) above, then casual employees will be offered the position in accordance with qualifications and ability to fill the position.
 - (d) If the position cannot be filled under sections (a), (b), and (c) above, then the Hospital may fill that position as it sees fit.

- (ii) Temporary vacancies created by part-time employees being on maternity leave, parental/adoption leave, illness or injury or approved leave of absence exceeding four (4) months will be filled as per ~~Article 13 — Filling of Vacancies and Job Posting~~. the above provisions of Article 13.01-13.07. Temporary vacancies not exceeding four (4) months will be filled as follows

- (a) If a regular part-time employee is not available to fill the position, the manager will evaluate the possibility/feasibility of dividing the hours of the temporary vacancy amongst the remaining part-time within the department/unit program.
- (b) If the position cannot be filled under sections (a) above, then casual employees will be offered the position in accordance with qualifications and ability to fill the position.
- (c) If the position cannot be filled under sections (a) and (b) above, then the Hospital may fill that position as it sees fit.

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

- (iv) 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);

- (v) Temporary Employee Seniority

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.

- (vi) Temporary contract positions are those positions that are not created by a vacancy of a current employee, but by the desire of the Employer to hire on a short-time basis for specific assignments. The Employer agrees to notify the Union of the nature of the work being performed by the temporary contract employee and the anticipated length of time the temporary contract employee will be employed by the Employer.

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




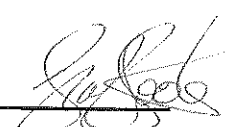


Employees hired by the Employer under this Article shall not accumulate seniority, nor are members of the bargaining unit but shall pay union dues. Temporary contract employees hired under this provision shall be terminated at the end of their employment as specified above.

Dated this 1st day of May, 2015 at Windsor, Ontario

FOR THE HOSPITAL:



FOR THE UNION:




M. Buchanan 



NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Seniority (proposed Article 14):

ARTICLE 14 Seniority

14.01 Probationary Period

Until an employee has completed a probationary period of sixty (60) working days from the 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 employee and the President of the local Union or her designate, such 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 (450 hours for part-time employees) or such lesser period as may 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 suitabilities of the newly hired Employee. Where the employer has concerns regarding the performance, abilities and suitabilities of the Employee, those will be shared with the Employee. Where the Employer concluded that the newly hired Employee cannot demonstrate the appropriate performance, or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal. In addition, culpable behaviour during the probationary period will constitute just cause for dismissal. The release of a probationary

employee shall not be the subject of a grievance unless the termination is discriminatory, arbitrary or in bad faith.

14.02 Seniority Cancellation

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

- (a) If the employee quits;
- (b) If the employee is discharged and his discharge is not reversed through the grievance procedure;
- (c) If the employee has been laid off and fails to accept recall to a position with the employer in their former classification and status;
- (d) If the employee has been laid off and fails to indicate his intention to return to work within five (5) days and to return within fourteen (14) days after he has been notified by the Hospital to do so through registered mail addressed to the last address on record at the Hospital;
- (e) If the employee is absent from work for more than three (3) consecutive working days without providing a reason satisfactory to the Hospital for such absence;
- (f) If the employee overstays a leave of absence granted by the Hospital without providing a reason satisfactory to the Hospital;
- (g) If the employee has been laid off for a period in excess of 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 however this provision shall not adversely impact any employee hired prior to October 23, 1990;

14.03 (a) "Continuous service" is defined as the length of continuous employment with the Employer since the last date of hire;

(b) "Seniority" is defined as the length of continuous employment within the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union subject to provisions in the applicable collective agreement where seniority does not or did not accrue;

(c) Provided employees have completed their probationary period, as provided for in Article 14.01, employee's seniority shall be based on the following:

(i) a part time and casual employee shall accumulate seniority based on paid hours provided, however, that no part time or casual employee shall accumulate more than 1950 hours of seniority in any calendar year

(ii) Full time employees will advance on the wage schedule in Appendix A following the accumulation of an additional year of seniority. **Effective with the ratification of this collective agreement** part-time and casual employees will advance on the wage grid following the completion of one thousand and six hundred and fifty (1, 650) paid hours as ~~provided in (c) (i) above.~~

(iii) The Employer shall provide to an employee whose status changes (ie full time, part time and casual) a letter outlining the seniority calculation used to determine the employee's seniority in his/her classification as a result of the change in status;

New (iv) Seniority shall continue to accumulate during any paid leave and for the first ninety (90) days of any voluntary unpaid leave. An employee returning from an extended unpaid leave of absence shall be credited with the amount of seniority he had when he completed the first ninety (90) day period of unpaid leave.

New (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.

New (vi) It is understood that seniority shall continue to accrue during periods of unbroken employment including a period of thirty (30) months from the commencement of an absence due to a compensable injury and the employee is receiving Workers' compensation payments and a period of twelve (12) months from the commencement of an absence due to non-compensable injury, illness or layoff.

New (vii) For the purposes 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;

14.04 Lay-Offs and Recall

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

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

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

- 14.05 (i) In the event of a lay-off, the Hospital shall lay-off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications and ability to perform the work.
- (ii) A full-time employee who is subject to lay-off shall have the right to either:
 - (a) Accept the lay-off and be placed on a recall list for the period in accordance with 14.02 (g), or
 - (b) Displace a full-time employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit, provided the employee subject to

lay-off is qualified to perform the duties of the lower or identical classification. Such employee so displaced shall have the same rights to the provisions above

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

- (c) 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.

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

- (a) accept the lay-off, and be placed on a recall list for the period in accordance with 14.02 (g), or
- (b) displace a part-time employee who has lesser bargaining unit seniority and is the least senior part time employee in a lower or identical paying classification in the bargaining unit, provided the employee subject to lay-off is qualified to perform the duties of the lower or identical classification. Such employee so displaced shall have the same rights to the provisions above.

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

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

(iv) An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level he would have achieved in the lower classification based on his service and experience with the Hospital.

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

Notice of Recall

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

Definition of Lay Off-

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

- a) A full time employee displaces into a lower wage rate
 - b) A full time employee displaces into a part time position
 - c) A full time employee does not retain a regular full time position
 - d) A part time employee displaces into a lower wage rate
 - e) A part time employee does not retain a regular part time position
- (vi) (a) 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 13 of the Collective Agreement provided he has the qualifications and ability to perform the work. The regular full-time employee who accepts a recall to a temporary position, a lower paid classification or to a regular part-time position shall retain his/her recall rights to a regular full-time position in their previous classification and Schedule in accordance with this Article. ~~For purposes of recall, Schedule "B" positions will be deemed to be lower paid classifications.~~
- (b) 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 13 of the Collective Agreement, provided he has the qualifications and ability to perform the work. The regular part time employee who accepts a recall to a temporary position, or a lower paid classification shall retain his/her recall rights to a regular part time position in their previous classification and Schedule in accordance with this Article. ~~For purposes of recall, Schedule "B" positions will be deemed to be lower paid classifications.~~

- (c) An employee who is recalled shall be credited with the seniority he had at the time of the lay-off.
- (vii) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provisions, or have been found unable to perform the work available.
- (viii) The Hospital shall notify the employee of 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 day following the date of mailing). The notification shall state the job being posted or the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Hospital. If the employee declines a recall opportunity to a job in their former classification and status regardless of Wage Schedule, then recall rights have been fulfilled by the Employer and the employee shall have no further recall rights.
- (ix) The employee recalled and reinstated to his former classification shall receive the appropriate rate of pay for that classification at the time of recall. Any employee recalled and reinstated to any other position will receive the appropriate rate of pay for such position at the time of recall.
- (x) The Hospital and the Union recognize their joint responsibility and commitment to cooperate and participate in any government funded programs available to assist employees affected by a lay-off.
- (xi) For the purpose of Article 14.02 (g), the two year period will be re established in situations where a laid off employee is recalled, returns to work in a temporary position and where such temporary position ends.

14.06 Early Retirement Incentive and Voluntary Severance Payments:

The following applies to all ~~Schedule "A"~~ Employees:

- a) Before issuing notice of long term layoff to employees pursuant to Article 14.04 and following notice to the Union pursuant to Article 14.04 i) (a)

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 layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of lay-offs it would otherwise make.
 - (ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the Hospital pension plan).
 - (iii) 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 layoff 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 layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
 - ii If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
 - iii In no case will the Hospital approve an employee's request under (i) and (ii) above for a voluntary early exit option, if the employee remaining is not qualified to perform the available work.
 - iv The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive following completion of the last day of work, a separation allowance of

two (2) week's salary for each year of service, to a maximum of fifty-two (52) week's pay.

- c) Where an employee has received individual notice of long term layoff under Article 14.04 (i)(b) such employee may resign and receive a separation allowance as follows:
 - i. Where an employee resigns effective within thirty (30) days after receiving individual notice of long term layoff, she or he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of three thousand (\$3,000.00) dollars.
 - ii Where an employee resigns effective later than thirty (30) days after receiving individual notice of long term layoff, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation will be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250.00) dollars.

14.07 Temporary Service Reduction

Service Shutdown (Christmas, March break, Summer):

(a) When the Hospital intends to reduce services in whole or part for up to two (2) consecutive weeks at a time, example, over Christmas, March Break, summer shutdown, the Union shall be provided with written notification as far in advance as possible. Such notification shall be no less than **eight (8)** weeks prior to the effective date of the shutdown. In addition, employees in their respective departments will be informed of the staffing implications so they may schedule vacation, take an unpaid leave of absence, lieu time or banked stat holidays.

(b) Temporary service reductions will not be considered a layoff for the purpose of exercising bumping rights. However, the Hospital will make every reasonable effort to ensure that those who wish to continue working will be afforded such an opportunity. If an employee is required to accept an unpaid leave of absence during a temporary service reduction, a record of employment indicating a "shortage of work" will be provided in accordance with the Employment Standards Act, 1995.

Other Temporary Service Reductions due to work shortage

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

(a) accept the layoff and be placed on a recall list for the duration of the temporary layoff. During this period of layoff the employee may elect to receive payment of some or all of his/her earned vacation credits up to a maximum of the period of the layoff. It is understood that his/her vacation bank and entitlement will be appropriately reduced for that vacation year; or

(b) displace an employee within his or her classification and status who has lesser bargaining unit seniority and who is the least senior employee within his or her classification, if the employee originally subject to layoff can perform the duties of the least senior in his or her classification or her discipline with no further training other than orientation; or

(c) if the employee cannot displace an employee in (b), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in his or her discipline and status, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical paying classification in his or her discipline with no further training other than orientation.

14.08 **Transfers and Seniority Outside the Bargaining Unit**

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

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

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

14.09 **Seniority List**

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

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 highest number being considered the most senior;

14.10 Temporary Upgrading/Responsibility Pay

(a) Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, he shall be paid fifteen dollars (\$15) 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 ~~three (3)~~ **one (1)** working days but not to exceed thirty (30) working days, she shall be paid in accordance with (a) above.

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

Dated this 28th day of October, 2015 at Windsor, Ontario

FOR THE HOSPITAL:



FOR THE UNION:



NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Technological Changes)proposed Article 15);

ARTICLE 15 - TECHNOLOGICAL CHANGES

- 15.01 (a) Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee in the bargaining unit, the Employer agrees to meet with the Union ~~thirty (30)~~ **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 or more years of continuous service who are subject to layoff 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.

(new clause number):

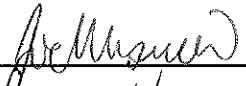
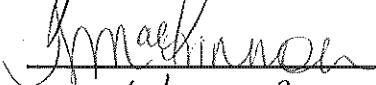
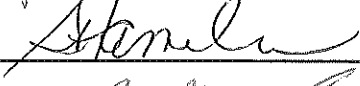


Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given an appropriate period of training, with due consideration being given to the employee's previous educational background, during which they may 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 months. When needed, the employee and manager/or designate will meet periodically to review the training progress.

Dated this 1st day of December, 2014 at Windsor, Ontario

FOR THE HOSPITAL:



FOR THE UNION:





M. Buchanan


NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Sick Leave (proposed Article 16):

ARTICLE 16 Sick Leave

1. The parties agree that this sign off covers only non monetary items and the following monetary items are not yet agreed:

(a) Monetary item : Article 16.04: remains outstanding:

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) consecutive days or more ~~and on the fourth (4th) separate occasion of one (1) day or more duration in a calendar year.~~

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.

Such medical certificate shall indicate the first and last day of illness and that the employee is fit to resume work, and when such medical certificate is demanded and not produced by the Employee, the Employer shall not be required to pay the employee wages for any time away from work. It is understood and agreed that any demand for production of a medical certificate shall be made by the Manager or in his absence a person acting on behalf of the Employer. The Employer shall bear the total cost of all medical certificates required upon production of a valid receipt. Any cost associated with obtaining a medical receipt (ie 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. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

2. The following items are agreed:

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

Sick Leave for Full-Time Employees

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

The Employer shall pay 75% of the billed premium towards coverage of eligible full-time employees under the long term disability portion of the Plan (HOODIP 1992). The Employer will pay the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, full time employees on the payroll as of the effective date of transfer with 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 at one (1) year of service.

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

(b) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the full time employee on the effective date of transfer to the Plan set out in 16.02 (a). The "sick leave bank" shall be utilized to:

- (i) Supplement payment for sick leave days under the Plan as set out in 16.02 (a) which would otherwise be at less than full time wage, and;
- (ii) Full-time employees shall be entitled to a payout of the "sick leave bank" on termination of his/her employment or in the case of death, the full-time employee's estate. The amount of the payout shall be a cash settlement at the employee's then current salary rate for any unused sick credits to the maximum as provided below:

Two years' continuous service—25%
Three years' continuous service—33%
Four years' continuous service—40%
Five years' continuous service—50%
plus

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

- (iii) Where, as of the date outlined in 16.02 (a), a full time employee does not have the required service to qualify for payout on termination, his/her 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).
- (iv) The parties agree that this sign off covers only non monetary items and the following monetary items are not yet agreed:

Sick Leave for Part time Employees

(note that this provision is subject to the Letter of Understanding attached to the Met OPSEU agreement which was agreed May 1, 2015 to continue to apply to Met employees only who were active part time employees as of the date of the changeover (October 1, 2013) under the Met WRH OPSEU agreement

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

(b) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The sick leave bank shall contain the unused sick leave days to the credit of the part time employee on the effective dates as in 16.03 (a). A part time employee shall be entitled to a payout of the sick leave bank on termination of her/his employment or in the case of death, the part time employee's estate. The amount of the payout shall be a cash settlement at the employee's then current salary rate for any unused sick credits to the maximum as provided below:

Two years' continuous service—25%
Three years' continuous service—33%

Four years' continuous service—40%

Five years' continuous service—50%

plus

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

(c) Where, as of the date outlined in 16.03 (a), a part time employee does not have the required service to qualify for payout on termination, his/her existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and the part time employee shall be entitled to the same cash out provisions as provided in paragraph (b) above provided that the part time employee subsequently achieves the necessary service to qualify for payout as set out in 16.03 (b).

16.04 (monetary and remains outstanding);

16.05 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 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.

16.06 Workplace Safety and Insurance Act Illness or Injury

- (a) Absence due to illness or injury, compensable by the Workplace Safety & Insurance Board, shall not be charged against sick leave credits or entitlements;
- (b) A full-time employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim from Workers' Compensation for a period of longer than one complete pay period may apply to the Hospital for the payment equivalent to the lesser of the benefit she would receive from Workers' Compensation if her claim was approved or the benefit for which she would be entitled under the short term sick leave portion of the disability income plan (HOODIP). Payment will be provided only if the full-time employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim

by the Workplace Safety Insurance Board. If the claim for Workers Compensation is not approved, the Hospital shall provide to the employee suitable modified work in accordance with the work restrictions as outlined in the evidence of disability. All parties acknowledge and understand the obligation to cooperate in an early and safe return to work plan. Any monies paid as an advance will be applied towards the benefits to which the full-time employee would be entitled under the short term portion of the disability income plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.


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

Leave of Absence without pay due to illness

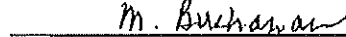
16.07 Leaves of absence without pay will be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. Such leave of absence must be applied for in writing to the employee's Department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

Dated this 16th day of September, 2015 at Windsor, Ontario

FOR THE HOSPITAL:



FOR THE UNION:

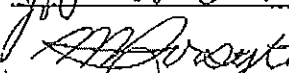














NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Leaves of Absence (proposed Article 17)

17.01 Personal Reasons

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

17.02 Union Leave

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

The Hospital agrees to grant leaves of absence without pay to Local Bargaining Unit members for the purpose of attending Union seminars and/or attending to Union business, providing a 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 selected 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 continuance of appropriate benefits.

(c)

When an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, or a member of Medical Division Executive, such an individual shall be granted leave of absence for the time off required to exercise the duties of such an appointment. Individuals requesting such leave of absence, are to provide the Employer with one (1) 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.

17.03 Pregnancy Leave

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

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

The employee shall give written notice at least two (2) weeks prior to the date upon which she intends to commence the pregnancy leave, and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If special circumstances arise out of the pregnancy and it is not possible to meet the obligation for notice, such notice as referred to above must be provided within two (2) weeks of stopping work. An employee may begin her pregnancy leave no earlier than seventeen (17) weeks before the expected birth date. The pregnancy leave continues for seventeen (17) weeks after it began. The employee may end the leave by giving at least four (4) weeks written notice of the day she intends to resign.

- (b) An employee on pregnancy leave as provided under this agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall apply for and be paid a Supplemental Employment Benefit. Effective the first month following ratification of this agreement by both the Union and the Hospital, the benefit will be equivalent to the difference between eighty four per cent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked, prior to the commencement of the leave, times her normal weekly hours. The employee does not have any vested right except to receive payments for the covered employment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

(c) **Parental Leave**

An employee who has been employed for at least thirteen (13) weeks is eligible for parental leave, whether they are the 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 shall commence within thirty five (35) weeks of the day the child was born, or comes into custody, care and control of the employee for the first time.

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

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

- (d) ~~A member of OPSEU Local 143~~ 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. Effective the first month following ratification of this agreement by both the Union and the Hospital, the benefit will be equivalent to the difference between eighty four per cent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance Benefits and any other earnings.

Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of such benefits for a maximum of ten (10) weeks.

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

The employee does not have any vested right 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.

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

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

- (f) Employees will continue to be enrolled in all pension and benefit plans in Article [21] of this agreement unless the employee gives the Hospital written notice that the employee does not intend to pay the employee's contribution, if any, to such benefit plans. The Hospital will continue to contribute its share of any premiums for such benefits while the employee continues absence on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

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

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.

17.04 Educational Leave

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

17.05 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 7.5 hours

(Applicable to full-time employees)

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

(Applicable to part-time employees)

In addition to the foregoing, where a part time employee is required by subpoena to attend a Court of law or coroner's inquest, in connection with a case arising from the

employee's duties at the Hospital, on her regularly scheduled day off, she shall receive regular pay as if she had been scheduled to work that day.

17.06 Bereavement Leave

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

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

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

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

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

A part-time employee shall receive credit for his seniority and service for such leave. For clarity, such credit shall only apply to bereavement leave with pay.

A request for bereavement leave of absence shall be in writing on the form to be supplied by the Hospital, but because of the nature of the said bereavement leave of absence, such form may be completed by the employee after she returns to work.

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

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

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

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

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

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

17.07 Leave of Absence: Vacation Credits

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

17.08 Prepaid Leave

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

- (a) The plan is available to employees wishing to defer a portion of their salary according to one of the following schedules, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801:
 - (i) Three (3) years deferral of up to twenty-five (25) percent of annual salary followed by 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 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the employee and the Hospital.

- (d) Written applications will be reviewed by the appropriate Vice-President or his/her designate. Leaves for the purpose of pursuing further formal education or post-graduate training will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the agreed upon period of salary deferral, the appropriate amount of the employee's gross annual salary (according to stipulations of the above schedule) will be deducted and held for the employee and will not be accessible to him/her until the year of the leave, or upon withdrawal of the plan.
- (f) The manner in which the deferral salary is held shall be at the discretion of the Hospital.
- (g) All deferred salary, including vacation pay, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other schedule of payment as may be agreed upon between the Hospital and employee.
- (h) All benefits shall be kept whole during the years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained, but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which he/she is participating. Contributions to H.O.O.P.P. will be in accordance with the plan.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the appropriate Department Head. Deferral salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the event of such withdrawal from the plan by the employee, the employee may have the option of being repaid either in a lump sum, or over a period of time, commensurate with the rate of deductions made from the employee's salary.
- (j) If the employee terminated employment, the deferred salary held by the Hospital, plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavor to find a temporary replacement for the employee as far in advance as practical. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan, and re-arranging the leave at a mutually agreeable time, or of withdrawing from the plan, and having the deferred salary, plus accrued interest, if any, paid out to him/her within a reasonable period of time.
- (l) The employee will be re-instated to his/her former position unless the position has been discontinued, in which case he/she shall be given a comparable job. In the

event an employee decides, during the course of such leave, not to return to her/his position, at least twelve (12) weeks' notice shall be given to the Employer.

(m) Final approval for entry into the prepaid plan will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the hospital to make the appropriate deductions from the employee's pay. Such agreement will include:

- (i) A statement that the employee is entering the prepaid leave program in accordance with Article 17.08 of the collective agreement;
- (ii) The period of salary deferral and the leave period for which the leave is requested;
- (iii) The manner in which the deferred salary. The letter of application from the employee to the Hospital to enter the prepaid leave program will be appended to and form part of the written agreement;

17.08 Reservist Leave

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

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

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

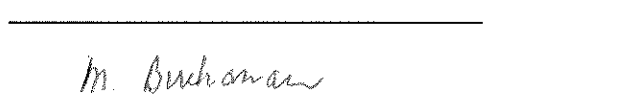
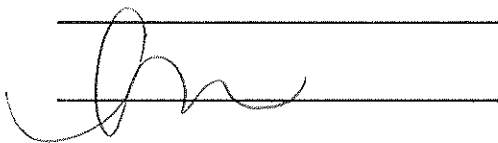
17.09 Emergency Leave/Family Medical Leave

Personal Emergency Leave and Family Medical Leave will be granted in accordance with the *Employment Standards Act*.

Dated this 30th day of September, 2015 at Windsor, Ontario

FOR THE HOSPITAL:

FOR THE UNION:



~~Robert~~

~~Samuel~~

~~Frederick~~

~~George~~

Bill

NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Hours of Work (proposed Article 18) non monetary items:

ARTICLE 18 Hours of Work

1. The parties agree that this sign off covers only non monetary items and the following monetary items are not yet agreed:

- (a) **Monetary** item for 18.01 (d) relating to payment for hours worked that are added at the start of a regular shift.
- (b) **Monetary** item for 18.03 (b) relating to payment for hours worked by a part time employee on a seventh consecutively scheduled day where the day is a holiday.
- (c) **Monetary** item for scheduled time off between tours of duty in 18.04 is a monetary item and not yet agreed.
- (d) **Monetary** item for banking of overtime lieu hours is not yet agreed;
- (e) **Monetary** item: Meal period

2. The following non monetary items of Article 18 are agreed:

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

18.01 (b) It is agreed that there are departments which schedule shifts of less than seven and one-half (7 ½) hours which have been identified in Appendix A attached to this agreement.

The Hospital agrees to not schedule staff to regularly work shifts of less than seven and one-half hours without the consent of the Union.

18.01 (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 rotated equitably. 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 equalization. The parties agree to meet within sixty days of the ratification of this agreement to identify and review any positions which have been posted as a single shift rotation within the bargaining unit. The parties will identify and address the barriers, if any, to moving to a shift rotation model for those positions within sixty days of the ratification of this agreement.

18.01 (d) Overtime will be offered to the most senior employee in the classification on a rotational basis in the area/department or unit. For clarity, where an overtime shift has been accepted, the next available overtime shift will be offered to the next employee in seniority on the list. If not available or if the shift is declined the employee must wait for their turn in rotation for the next available overtime shift. Every attempt will be made to fill the full shift however where circumstances are such that this cannot be done, and the last effort would be to extend the shift of an employee(s) currently working it would then not be included in the rotation as indicated above but offered to the employees currently on duty in order of seniority of the employees working at the time. If there are no volunteers to work the extended shift the most junior employee working on the shift will be required to remain on duty. Requests to cover extended shifts will be offered as soon as the manager is aware of the need.

18.01 (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.

18.02 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 endeavor to provide at least two (2) weekends off in four (4). If an employee is required and scheduled to work a third (3rd) consecutive weekend, the employee will be paid at the overtime rate for all hours worked on a third (3rd) consecutive weekend and any subsequent weekend until a weekend is scheduled off, save and except where:

- (i) such weekend has been worked by an employee to satisfy specific days off requested by such employee, or**
- (ii) such employee has requested weekend work, or**
- (iii) such weekend is worked as a result of an exchange of shifts with another employee;**

18.02 (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 cases of emergency or by mutual agreement.

18.02 (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 immediately if a maximum of six (6) shifts are scheduled.

18.02 (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 pay 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;

18.02 (d) Full time employees shall not be allowed to give away scheduled shifts. Shift exchanges with approval of management shall be allowed.

18.03 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.

Monetary: where the seventh (7th) shift is a holiday the amount of premium payment to be made is not yet agreed.

18.03 (b) continued: There shall be two (2) consecutive days scheduled off immediately if a maximum of six (6) shifts are **scheduled**.

18.03 (c) Shifts will be scheduled in an equitable manner among part time employees excluding part time employees working in a job share.

Job share employees will be offered extra shifts once all part time employees in the area/unit or department have been scheduled or offered extra shifts up to a maximum of 37.5 hours per week.

Equalization of part time shifts will be done **over** a six (6) week posted schedule. Upon **written** request, part time employees may have the option of opting out of equalization provided that the employer can maintain proper levels of staffing. This request must be in writing on an approved form. To return to equalization the employee must provide the employer with **at least eight (8) weeks notice to be effective on the next posted schedule**.

Prior to posting the schedule, part time shifts will be divided as equally as possible subject to Article (to be named "definition of part time status").

A part time employee who wishes to give away a scheduled shift will be required to fill out the proper request authorization and will be required to follow the process of equalization.

Additional shifts which become available once a schedule is posted are to be offered on a rotational basis up to a maximum of 37.5 hours per week or 75 hours in a pay period and in addition to worked shifts the following will be considered in equalization:

1. A=accepted shift
2. NR=no response
3. LM=left message
4. D=declined
5. V=vacation for a scheduled shift after the schedule is posted
6. S=sick/unavailable

****Vacation requests made prior to the schedule being posted will be included in equalization****

Employees in training are not considered in the equalization of part time shifts for the duration of the training.

Notwithstanding the above, 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. Employees who decline due to unavailability or who do not answer the call will not have such shift counted in equalization.

Shifts which need to be filled for a period greater than twenty four (24) hours will be offered to employees with each employee being given fifteen (15) minutes for a return call prior to moving on to the next person. Any shifts that are refused or deemed to be not available will be counted towards equalization of hours.

18.04 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 has not been communicated to the employee(s) directly affected, no disciplinary action will be taken against the employee(s).

(c) Scheduled time off between tours of duty is a monetary item and not yet agreed.

(d) Employees who report for work for which they are scheduled or called in but for whom no work is available in their classification shall be paid four (4) hours at their regular straight time rate of pay.

18.05 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.

18.06 Banking of overtime hours is monetary and not yet agreed;

18.07 Staff working the midnight shift who are not able to receive relief for the lunch period shall be paid eight and one-quarter (8 ¼) hours pay per shift at their straight time hourly rate in recognition of the requirement to be on duty for eight (8) hours.

18.08 Rest periods

There shall be a fifteen (15) minute rest period during each 3.75 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 of for the half hour (1/2) break will be taken at a time agreed upon by the employee and the supervisor. Such requests will not be unreasonably withheld.

18.09 Meal periods **Monetary**

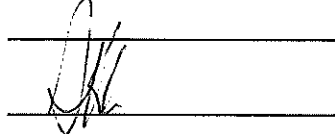
18.10

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

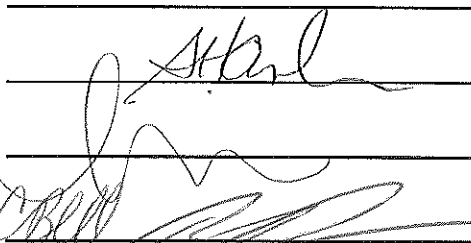
- (a) The affected employee will be offered a shift as an extra to be worked at a time mutually agreed to by the employee and her/his Manager.
- (b) The extra shift will be paid at the rate of pay which the employee would have received had the offer been made according to the Collective Agreement.

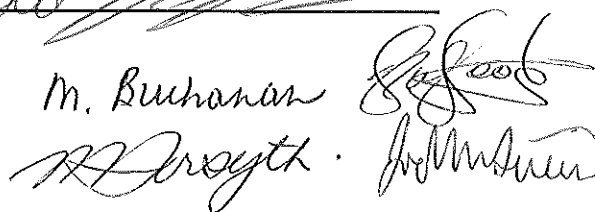
Dated this 31st day of March, 2015 at Windsor, Ontario

FOR THE HOSPITAL:



FOR THE UNION:




Mr. Buchanan
M. Dwyer

NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Hours of Work (proposed Article 18) outstanding monetary items:

ARTICLE 18 Hours of Work

1. The parties agree that a sign off was completed on March 31, 2015 for non monetary hours of work items and the following provisions remain outstanding between the parties:
 - (a) **Monetary** item for 18.01 (d) relating to payment for hours worked that are added at the start of a regular shift. Union position is that the hours prior to the start of the shift are subject to call back language and should be paid at overtime for a period of four (4) hours even where such hours are contiguous to a regularly scheduled shift. The Hospital is not agreed to this and maintains the proposal submitted:

Where overtime is contiguous to a regularly scheduled shift overtime payment will be made for all hours worked except to the extent that the overtime period overlaps or extends into his or her regularly scheduled shift. In such case the employee shall receive overtime payment for all hours worked up to the start of the regularly scheduled shift;
 - (b) **Monetary** item for 18.03 (b) relating to payment for hours worked by a part time employee on a seventh consecutively scheduled day where the day is a holiday. **Not agreed;**
 - (c) **Monetary** item for scheduled time off between tours of duty in 18.04 is a monetary item and not yet agreed. **Not agreed;**

2. The following monetary items of Article 18 not previously agreed on March 31, 2015 are hereto agreed:

18.06 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 up to a maximum of five (5) days accumulation (for the purpose of employees working extended tours said maximum shall be 56.25 hours) 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 (ie where applicable rate is one and one half times, the time off shall be at one and one-half 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.


This provision will not have any retroactive effect prior to the date of ratification to take back or remove any hours accumulated by employees in the bargaining unit whose collective agreement allowed for more than five (5) days of accumulation. Any payment in excess of five (5) days for such employees will be paid out at the overtime rate.

18.09 Meal Voucher

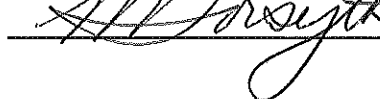
An employee required to work two (2) hours or more overtime in any day in addition to his or her regular seven and one-half (7-1/2) hour shift shall be paid seven dollars (\$7.00) on their next pay deposit which shall be a non taxable amount.

Dated this 28th day of October, 2015 at Windsor, Ontario

FOR THE HOSPITAL:



FOR THE UNION:



NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Holiday (proposed Article 19) final outstanding items from signed off documents March 31, 2015 With this sign off all Holiday items are resolved;

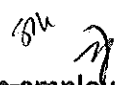
1. The parties agree that this sign off covers the final outstanding monetary item that has not been previously signed off (March 31, 2015):

ARTICLE 19 – HOLIDAYS

19.01

- (a) Effective January 1, 2016 the following will be recognized by the Hospital as paid Holidays:

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

- 
(b) ~~If an employee~~ In order to qualify for pay for a holiday an employee shall complete her or his full scheduled shift on each of the working days immediately preceding and following the holiday concerned unless excused by the Hospital or the employee was absent due to:

- (i) Legitimate illness or accident and for which the employee is on an approved sick leave paid by the Hospital. If an employee is on an approved sick leave and his or her accumulation of sick days paid by the Hospital have not been completely used, the employee will be paid for a scheduled holiday falling within such sick leave and not as an approved paid sick leave day.
- (ii) vacation granted by the Hospital;
- (iii) the employee's regular scheduled day off;
- (iv) a paid leave of absence

Dated this 28th day of October, 2015 at Windsor, Ontario

FOR THE HOSPITAL:

OKL

FOR THE UNION:

MDregal

NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Holidays (proposed Article 19) non monetary items:

ARTICLE 19- HOLIDAYS

1. The parties agree that this sign off covers only non monetary items. The issues of the number of paid holidays and the inclusion of a "paid float holiday" is monetary and not yet agreed by the parties. The issue of accrual of holidays during an unpaid leave of absence or a sick leave is monetary and not yet agreed by the parties.
2. The following non monetary items of Article 19 are agreed:

19.01(a) The number of holidays and delineation of holidays is a **monetary** item.

Agreed to add as a paragraph to Article 19.01 (b)

19.01 (b) Christmas and New Year's Scheduling

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

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

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

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 only) and New Year's Day of the same holiday season.

For all other holidays, 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.

19.02

Applicable to full time employees:

- (a) An employee employed on a full-time basis who is scheduled to work on a paid holiday and who actually works on the paid holiday may elect either:
 - (i) to be paid for all hours worked on such paid holiday at the rate of one and one-half (1 ½ times) her or his regular rate of pay in addition to her regular rate of pay; or
 - (ii) to be paid for all hours worked on such paid holiday at the rate of one and one-half (1 ½ times) her or his regular rate of pay and have an alternative day off at regular pay (such day to be given by the Hospital within six (6) weeks after the paid holiday or at mutually agreeable time off but in no event to exceed three (3) months;
- (b) In the event that a paid holiday occurs during the employee's vacation period he or she shall, in such event, be entitled to one (1) additional day of vacation which extra day shall be taken at a time mutually agreed to by the Hospital and the employee. Such request for the additional day will not be unreasonably denied.

Applicable to part time employees:

- (c) An employee employed on a part time basis and who is scheduled to work on a holiday and who actually works shall be paid for all hours worked on such holiday at the rate of two (2) times his or her regular rate of pay. In order to qualify for such payment the

employee must have worked her or his last scheduled working day prior to such holiday, unless she was unable to do so because of illness or injury established by the production of a medical certificate or other proof satisfactory to the Director of Human Resources or designate.

19.03

Insofar as it is possible to do so and still maintain the efficient operation of the Hospital, the Hospital will do its best to equally distribute paid holidays off among all staff.

- (i) 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;*
- (ii) 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

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

19.04

Where an employee is required to work on a paid holiday for which he or she is paid at the rate of time and one half (1 ½) his regular straight time hourly rate and is required to work additional hours following the full shift on that day (but not including hours on a subsequently regularly scheduled tour for such employee) he or she shall receive two (2) times his or her regular straight time hourly rate for such additional hours worked.

19.05

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

Dated this *31st* day of *March*, 2015 at Windsor, Ontario

FOR THE HOSPITAL:

ORL

FOR THE UNION:

Samuel

Bill

M. Buchanan

Morsy

Bob

John

NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Vacation (proposed Article 20) non monetary items:

ARTICLE 20 Vacations with Pay

1. The parties agree that this sign off covers only non monetary items and the following monetary items are not yet agreed:

- (a) Application of "continuous service" to employees who have had leaves of absence in the vacation year is **monetary** and not yet agreed;
- (b) Calculation of paid vacation for part time employees is **monetary** and not yet agreed;
- (c) Method by which a part time employee secures a week off for vacation through use of combination of paid and unpaid vacation days and how those days are considered for the purpose of shift equalization is **monetary** and not yet agreed;
- (d) Vacation entitlements is **monetary** and not yet agreed;

2. The following non monetary items of Article 20 are agreed:

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

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

If an employee's anniversary date falls between May 1 and September 30 in any year, the entitlements in Article [Articles where entitlements are outlined] shall apply.

20.01 (c) Prior to leaving on vacation an employee shall be notified of the date and tour of duty to which he or she is to report for work following vacation.

20.01 (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 or more employees is identical and if the vacation period requested by two or more of them results in a conflict, their choice of vacation shall be determined by reference to their Social Insurance number [see previous "tie" agreement]

20.01 (e) For 7.5 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 15 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.

20.01 (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 part 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 year cannot be selected again in the following year unless every employee has had the opportunity to select those weeks for vacation.

For the purpose of this Article, Christmas week and New Year's week will be the week in which the Holiday actually falls. Where December 25 falls on a weekend, Christmas week will be the week prior to such weekend and where January 1 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 during Prime time, Christmas, New Years and March Break. An employee cannot use vacation on the vacation planner for Christmas or New Year's if it is their year to work that holiday in accordance with Article [Holiday provision 19.01 (b)]

Notwithstanding the above where all employees in the unit have been granted their vacation requested vacation and additional weeks remain available to be scheduled within the prime time periods the vacation planner will be re-posted 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.

20.01 (g) The Hospital shall allow the utilization of single vacation days up to a maximum of five (5) per year on the vacation planner in non "prime time" periods. Other single day vacation requests must be made in writing to the Manager at least two (2) weeks where possible in advance of that schedule's start. Every effort will be made by management to allow these single day requests without impacting the unit vacation quota.

20.01 (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"

20.09 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 seniority. 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 year period (May 1 to April 30th)
- (c) The Unit Manager will notify employees by seniority that they appear next on the list, to sign for their vacation. Once an employee has been notified the date and time of notification will be placed on the list next to their name. Once an employee has signed for vacation a line will be put through her or his name indicating she or he has had their turn.
- (d) It is agreed that if an employee does not sign up for his or her requested vacation within twenty four (24) hours after being notified at the date and time noted on the list, the next employee will be called and her or his requested vacation will not be pre-empted by the former employee coming forward at a later date. Once a choice has been made by an employee during this process it cannot be changed except as identified [herein] after the vacation selection process is completed.
- (e) If an employee is on days off, off ill or on vacation or a leave of absence longer than twenty four (24) hours the employee shall leave her or his

- vacation request in order of preference with a designated co-worker or with the Unit manager before commencing time off.
- (f) This process will continue until all employees have had an opportunity to request vacation, but should be completed by February 26th of each year. The approved vacation schedule will be posted no later than March 15th.
 - (g) With the posting of the approved vacation schedule on March 15th, a list of all remaining weeks of vacation available will also be posted. Employees will have a two (2) week period to apply for any remaining vacation time in writing to their Unit Manager. Vacation during this two (2) week period will be granted based on seniority. The finalized vacation schedule will be posted by April 15th.
 - (h) All employees will be provided with written notice of the vacation selection process prior to January 15th of each year. Where an employee is on an extended time off the notice will be mailed to her or his residence and the employee will be responsible to notify the Unit Manager of their intent to be part of the process or not for that vacation year.
 - (i) As employees place their request, any entitlement not recorded during the above referenced process can be requested at a later date but will be granted per [schedule provision]. At no time can an employee use their seniority to displace another employee from their requested vacation time.

20.10 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 7.5 hour tour units where vacation schedules are based on weeks of entitlement 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 vacation year the Unit Manager and the Bargaining Unit president will meet to establish the unit's vacation quotas prior to the vacation selection commencing.
- (d) In the event that an employee is transferred at her or his request to another unit after the vacation schedule has been posted the Hospital shall endeavour to grant her vacation as scheduled. However, the Hospital shall not be required to alter vacations already scheduled on the unit.
- (e) The Hospital will endeavor to grant approved vacation for an employee if transferred from one unit to another resulting from a reduction of service or a layoff.

- (f) With respect to vacation not requested in accordance with [Article reference] requests for vacation must be submitted where possible in writing six (6) weeks prior to vacation dates. Date of request and not seniority shall govern for employees. If requests for the same period are received by the person responsible for scheduling on the same date, seniority will govern for employees.
- (g) Employees who are not able to secure vacation time as part of the vacation process cannot submit a request for a personal leave of absence to obtain time off from work that they are not able to secure with their seniority on the vacation planner.
- (h) Casual employees will be paid their appropriate percentage of vacation pay on each cheque.

20.11 (a) If an employee terminates her services or if for any reason she will not be taking her posted vacation , this vacation time will be posted for one (1) week as being available and will be granted to the employee having the highest seniority within the unit as long as she submits her request in writing during the one (1) week posting period.

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

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

20.13 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.

20.14 Where a bereavement leave occurs under [Article] 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.

Dated this 31st day of March, 2015 at Windsor, Ontario

FOR THE HOSPITAL:

DR

FOR THE UNION:

Stam
Don
Bill
M. Buchanan
Proyett
Joe
Joe Buchanan

NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101


Agreed to Items for the renewal of agreement ending March 31, 2014:

Uniforms (proposed Article 22)


The Hospital shall continue to provide lab coats or other protective clothing in departments where they have been provided on October 1, 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.

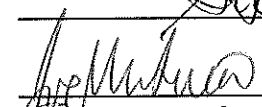
Dated this 29th day of September, 2014 at Windsor, Ontario

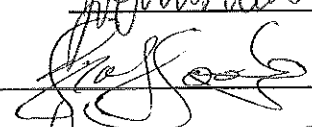
FOR THE HOSPITAL:




FOR THE UNION:

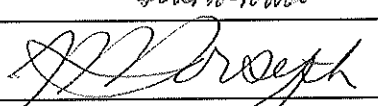








M. Buchanan



CBell

NEGOTIATIONS

BETWEEN

WINDSOR REGIONAL HOSPITAL

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 101

Agreed to Items for the renewal of agreement ending March 31, 2014:

Grievance Procedure (proposed Article 8 and replacing portions of Article 9 (discipline and discharge) , 10 (policy grievance) and 11 (arbitration) (provision will require re-numbering and may require movement to other clauses of the collective agreement for the purpose of reference):

- 10.01 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.
- 10.02 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.
- 10.03 It is understood that an employee has no grievance until she has first given her Department Head the opportunity of adjusting her complaint. Such complaint shall be discussed with her ~~Technical Director~~ Department Head within fourteen (14) calendar

days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance and, failing settlement within seven (7) calendar days, it shall then be taken up as a grievance within the seven (7) calendar days following her ~~Technical Director's~~ Department Head's decision in the following manner and sequence:

Step No.1

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

Step No.2

Within seven (7) calendar days following the decision in the immediately preceding step, the grievance may be submitted in writing to the Director of Human Resources or designate of the Hospital. A meeting will then be held between the Director of Human Resources 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.

10.04 Policy Grievance

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

not be thereby bypassed. Where the grievance is a Hospital grievance, it shall be filed with the Local Union President or designate.

10.05 Group Grievance

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

10.06 Discharge Grievance

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

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

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

10.09 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a Nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the 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 nominees shall attempt to agree upon a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman within a period of fourteen (14) calendar days,

they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairman.

- 10.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless the parties agree to a mediator/arbitrator.
- 10.11 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.
- 10.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.
- 10.15 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 10.16 Wherever arbitration board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.
- 11.02 Each employee shall have reasonable access to her file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the Employer. A copy of the evaluation will be provided to the employee at her request. The Employer agrees that letters of discipline will only be kept on file in the Employee's official Personnel record.

*NOTE: may require movement to other clauses of the collective agreement for the purpose of reference)

9.04 Any letter of reprimand, suspension or other sanction, except for such disciplinary documents related to professional client practice, shall be removed from the record of the employee fifteen (15) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for fifteen (15) months.

Dated this 26th day of November, 2014 at Windsor, Ontario

FOR THE HOSPITAL:

[Signature]

FOR THE UNION:

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

[Signature]
[Signature]
[Signature]