

SOURCE	Hosp		
EFF.	96	04	01
TERM.	99	03	31
No. OF EMPLOYEES	270		
NOMBRE D'EMPLOYÉS	dF		

# COLLECTIVE AGREEMENT

BETWEEN

WINDSOR REGIONAL HOSPITAL

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
LOCAL 143

Expiry Date - March 31, 1999

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**WINDSOR REGIONAL HOSPITAL and ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION AGREEMENT - 1st April 1996 to 31st March 1999**

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AGREEMENT entered into this 31<sup>st</sup> day of March 1998

BETWEEN:

**WINDSOR REGIONAL HOSPITAL**  
(hereinafter called the "EMPLOYER" or the "HOSPITAL")

AND

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
AND ITS LOCAL 143**  
(hereinafter called the "UNION")

**ARTICLE 1 - PURPOSE**

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

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

**ARTICLE 2 - RECOGNITION**

2.01 The Hospital recognizes the Union as the sole bargaining agent for all allied health professionals of Windsor *Regional Hospital* in Windsor, Ontario, save and except Professional Medical Staff, Department Heads, Managers, Assistant Managers, Directors, Assistant Directors, Supervisors and those above the rank of Supervisor, Interns and Students and Employees covered by subsisting collective agreements. For the sake of clarity, the expression "allied health professionals" includes both Registered and Graduate Audiologists, Cardiopulmonary Technologists, Child and Youth Workers, Child Care Assistants, Early Childhood Education Workers, Therapeutic Dietitians, Occupational Therapists, Pharmacists (Licensed), Pharmacy Technicians (Diploma), Graduate Pharmacy Interns, Physiotherapists, Psychologists, Psychometrists, Recreational Therapists, *Kinesiologists*, Respiratory Therapists, Social Workers, Speech Language Pathologists (*Masters Level Degree*), *Graduate Speech Language Pathologists*, Audio Visual Technicians, *Cardio-Vascular Technicians, Pulmonary Function Technicians, Discharge Planners, Nuclear Medicine Technologists, and Educators.*

2.02 It is agreed that employees in the foregoing classifications who normally work less than fifteen hours in a week are not included in the bargaining unit and are not subject to the terms of this Agreement.

### **ARTICLE 3 - STRIKES OF LOCKOUTS**

3.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The words "strike" and "lockout" have their meaning attributed to them in the interpretation section of The Labour Relations Act R.S.O. 1970.

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

### **ARTICLE 4 - HOSPITAL & UNION'S RESPONSIBILITY**

4.01 (a) In accordance with The Ontario Labour Relations Act, the Hospital and the Union accept the following responsibilities:

- i) The Union shall not intimidate or coerce employees into membership in the Union, and the Hospital shall not interfere with the rights of its employees designated within the scope of this Agreement to become or remain members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Hospital or any of its representatives against employees because of Union membership;
  - ii) neither membership solicitation nor any other form of Union activity shall take place on the premises or on any works project of the Hospital, save as expressly authorized by the Hospital, this Agreement; or the Ontario Labour Relations Act.
- (b) The Hospital and the Union shall undertake not to discriminate against any member or person employed by the Hospital and to promote the right to freedom from harassment in the work place in accordance with The Ontario Human Rights Code.
- (c) The Hospital and the Union accept their responsibility to act in accordance with the Ontario Occupational Health and Safety Act.

4.02 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.

### **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 ~~that~~ aim that an employee has been discharged or otherwise disciplined without reasonable cause may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (c) generally to manage the Hospital at its sole and absolute discretion and, without restricting the generality of the foregoing, to determine the number and location of the Hospital's establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Hospital; to determine the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment, services and facilities as may be deemed necessary in the interests of the safety and well-being of the Hospital patients, the public, and Hospital employees.

**ARTICLE 6 - CHECK-OFF OF UNION DUES**

6.01 The Employer as a condition of employment, or continued employment of its employees in the bargaining unit, agrees to deduct ~~from~~ each employee's pay, an amount equivalent to the dues duly authorized by the Constitution of 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 3P0, or such other address as may be designated by the Union in writing from time to time. The amount of the Union dues shall be as certified from time to time to the Employer by the Secretary-Treasurer of the Union.

It shall be a condition of remaining in the employment of the Hospital that all employees authorize such deduction. Each employee shall give such authorization to the Hospital to make such deductions in the following form:

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

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

6.03 The dues deducted from all employees within the Bargaining Unit, together with a record of those from whose pay deductions have been made, shall be remitted by the Hospital not later than the fifteenth (15th) day of the following month. A copy of this record of employees from whom pay deductions have been made shall also be sent to the Local 143 President or local designate.

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

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

6.06 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the *Vice-President Employee Relations* of the Employer or his designate, and designated, authorized member of the Union and the Local Regional Office.

## **ARTICLE 7 - EMPLOYEE REPRESENTATION**

### 7.01 **Employee Representatives**

The Union will keep the Employer informed of its Executive body and committee.

7.02 For purpose of this Article, the name and position of each of the committee members, from time to time selected, shall be given to the Employer in writing.

7.03 No individual member or group of members shall undertake to represent the Union at meetings with the Hospital without proper authorization of the Union.

7.04 The Union shall have the right to the assistance of O.P.S.E.U. representatives at all times and the representatives shall be given reasonable access to Hospital premises to assist the members.

7.05 The Employer agrees to permit a representative of the Union to interview new employees as a group during orientation for a maximum of twenty (20) minutes without loss of pay for the purpose of discussing the benefits and duties of Union membership and their responsibilities and obligations to the Hospital and the Union. Management shall designate a place on the Hospital premises for such interviews and shall have the right to have a Hospital representative attend any such interview if it so wishes.

7.06 **Grievance Committee**

The Grievance Committee will be comprised of up to three (3) employee representatives and a staff representative of the Ontario Public Service Employees Union. In addition, there shall be *eight* (8) stewards appointed to assist the Chief Unit Steward in the processing of complaints and grievances. It is understood and agreed that there will be at least one (1) steward appointed from employees working at the *Malden Park Centre*, at least one (1) steward appointed from employees working at the Active Treatment Centre of the *Western Campus*, at least one (1) steward appointed from employees working in the *Windsor Regional Children's Centre* and at least one (1) steward appointed from the employees working at the *Metropolitan Campus*.

7.07 Stewards and representatives shall be granted reasonable time off without loss of pay to attend to needs of the members. Such time off shall be requested with as much advance notice as possible to the respective Department Manager or designate and shall be without loss of pay, except while attending an Arbitration Board meeting.

- 7.08 (a) The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without obtaining permission from their immediate supervisor. Permission from the supervisor shall not be unreasonably withheld. The Chief Unit Steward will be given the opportunity to work straight day shifts where possible.
- (b) The local President will be granted two (2) hours per week to be taken at the same time on the same day each week as pre-arranged between the local President and their supervisor, without loss of pay to conduct the internal affairs of the local.

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

7.09 **Negotiating Committee**

The Employer acknowledges the right of the employees to select a negotiating committee of up to a maximum of four (4) representatives and will recognize said committee and Ontario Public Service Employees Union representatives for contract negotiating purposes.

7.10 Members of the negotiating committee will not suffer any loss of pay while attending meetings for the purpose of negotiating the Agreement, up to and including any meeting or meetings called by the Conciliation Officer,



**7.11 Labour Management Committee**

Where the parties mutually agree that there are matters that would be beneficial if discussed at a Labour Management Committee meeting during the term of this Agreement, the following shall apply: an equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed.

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

In the event that the Hospital and Union agree to participate in Central Negotiations carried on jointly with other Ontario Hospitals, it is agreed that the Union Negotiating Committee members up to a maximum of five (5) shall be paid for time lost from their normal straight time working hours at their regular rate of pay without loss of leave credits for attending Central Negotiating meetings with the Hospital Central Negotiating Committee in direct negotiations prior to conciliation. Once conciliation is invoked, Union members of the Central Negotiating Committee shall receive unpaid time off for purposes of carrying on these negotiations effective the date the conciliator convenes his first meeting with the parties and until such time as an Agreement is concluded.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

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

An employee who has a complaint shall first discuss it with his immediate supervisor. The employee may be accompanied by his steward if he so desires. Such a complaint shall be brought to the attention of the immediate supervisor within ten (10) working days of the incident becoming known to the grievor. The immediate supervisor's decision shall be given verbally within five (5) working days.

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

understood by the parties that the definition of Supervisor or Department Manager **as** appropriate in this Step is the first level of management.

**Step 2** Failing settlement of the grievance at Step No. 1, the employee may within five (5) working days of receiving the response of the Supervisor, refer the matter to the Department Manager or Vice-president as appropriate. The Department Manager or Vice-president **as** appropriate after meeting with the Grievance Committee, shall answer the grievance in writing within five (5) working days of receiving the grievance. It is understood by the parties that the definition of Department Manager or Vice-president as appropriate in this Step is the second level of management.

**Step 3** Failing satisfactory settlement after receiving the reply under Step 2, the Union within five (5) working days may forward their written grievance to the Vice-president Human Resources. The employee(s) concerned, together with the Grievance Committee, shall meet and discuss the matter with the Vice-president *Employee Relations* (and Management representatives) who shall render his decision within five (5) working days **after** such meeting. The Staff Representative of The Ontario Public Service Employees Union may attend any such meeting called.

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

8.02 All time limits specified above may be extended by mutual written agreement.

8.03 Where it appears that two (2) or more employees have the same grievance arising out of identical circumstances the Union shall process the grievances as one grievance subject to all applicable provisions under the grievance procedure.

8.04 Full-time representatives of the Ontario Public Service Employees Union may be present at **any** meetings of the parties.

8.05 If at any step of the grievance procedure the grievance has not been processed by the Employer within the time limits as prescribed, the grievance shall be advanced to the next step.

8.06 Grievances concerning lay-offs may be initiated at Step 2 of the Grievance Procedure.

## **ARTICLE 9 - DISCIPLINE AND DISCHARGE**

9.01 At the time discipline is imposed, it shall be done in private, however, *the Employer will notify the employee of their right to union representation prior to the imposition of any level of discipline.*

9.02 When an employee is issued formal discipline, it **shall** be given to the employee in writing, with a copy placed in the employee's employment record and a copy submitted to the Chief Unit Steward.

9.03 A claim by **an** employee who has been discharged or suspended without just cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Department Manager at Step No, 2 of the Grievance Procedure within seven **(7)** working days **after** the employee ceases working for the Employer and for the purposes of this Article, Step No. 1 shall be waived.

9.04 Any letter of reprimand, suspension or other sanction, except for such disciplinary documents related to professional client practice, shall be removed from the record of the employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for eighteen (18) months.

## **ARTICLE 10 - POLICY GRIEVANCE**

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

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

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

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

### **10.05 Group Grievance Procedure**

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

filed at Step 2 of the Grievance Procedure within ten (10) working days of the incident becoming known to the grievors.

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

## **ARTICLE 11 - ARBITRATION**

11.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) working days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within five (5) working days of the appointment of the second of them appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within the time limits, the appointment shall be made by the Minister of Labour upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it.

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

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

### **11.03 Single Arbitrator**

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

## **ARTICLE 12 - BULLETIN BOARD**

12.01 It is agreed and understood that the Employer shall provide at no cost to the Union and shall place in mutually agreeable locations, five (5) bulletin boards to be used for the purpose of

posting Union notices and job postings. Such notices shall not be removed by unauthorized personnel. The locations shall be:

1. *W.R.C.C. Huot Building*
2. *Metropolitan Campus - Main Bulletin Board*
3. *Dufferin Place - Main Bulletin Board*
4. *Malden Park - Main Bulletin Board*
5. *Western Campus Main Bulletin Board* Tower Building

**12.02** Such notices shall be submitted by a representative of the Union to the office of the Vice-president *Employee Relations* for approval. There shall be no distribution or posting by employees of pamphlets, advertising or political matter, cards, notices or any other literature on the Hospital's property, unless initialled by the Union Local President and the Vice-president Human Resources of the Employer or his designate.

### **ARTICLE 13 - FILLING OF VACANCIES AND JOB POSTING**

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

Prior to making a promotion or filling a new position or vacancy within the bargaining unit, the Employer shall post on the bulletin boards a notice of the position stating the location, title, description and salary range. Such notice shall be posted for a minimum of five (5) days (exclusive of 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 appropriate Department Head. 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.

The following provision shall apply to the Child Care Classifications only. When a vacancy or new job has been filled through the Job Posting procedure, other vacancies which result from the filling of that new job or vacancy need not be posted, but may be filled by the Hospital, giving recognition, however, to the employees' seniority where qualifications, competence and skills are relatively equal.

**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 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.

## **ARTICLE 14 - SENIORITY**

### **14.01 Probationary Period**

Until an employee has completed a probationary period of sixty (60) working days within a six (6) month period, he/she shall be considered to be a probationary employee having no seniority rights. A probationary employee may be terminated by the Employer should the Employer determine that the probationary employee failed to fulfill the requirements of his/her position in a satisfactory manner. Such a determination by the Employer shall constitute just cause for the termination of a probationary employee. Upon satisfactory completion of the probationary period, an employee will then acquire seniority standing, dating from the date upon which his current period of employment originated within the bargaining unit..

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

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

- (a) if the employee quits;
- (b) if the employee is discharged and his discharge is not reversed through the grievance procedure;
- (c) if the employee has been laid off and fails to indicate his intention to return to work within five (5) days and to return within fourteen (14) days **after** he has been notified by the Hospital to do so through registered mail addressed to the last address on the records of the Hospital;
- (d) if the employee is absent from work for more than two (2) consecutive working days without providing a reason satisfactory to the Hospital for such absence;
- (e) if the employee overstays a leave of absence granted by the Hospital without providing a reason satisfactory to the Hospital;
- (f) if the employee has been laid off for a period in excess of one (1) year without being recalled to work by the Hospital;

- (g) if the employee retires;
  - (h) if the employee ~~is~~ absent due to illness or injury for a period in excess of ~~one~~(1) year, effective on ratification of this collective agreement a period in excess of thirty (30) months.
  - (i) In the case of employees returning to work from illness or injury covered in paragraph (h) above, the employee must work for twenty (20) continuous days before establishing a new absence period unless the new absence is due to a new unrelated injury or illness.
  - (1) if the employee ~~as~~ a condition of employment fails to pass professional society exams which lead to professional registration or certification requirements. ~~This~~ shall not adversely affect any employee hired prior to October 23, 1990.
- 14.03 (a) "Continuous service" is defined ~~as~~ the length of continuous employment with the Employer since the last date of hire.
- (b) "**Seniority**" is defined as the length of continuous employment within the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union subject to provisions in the applicable collective agreement where seniority does not or did not accrue.
- (c) *Provided employees have completed their probationary period, as provided in Article 14.01, and effective upon the first pay period following ratification of this agreement, part-time seniority shall be based on the following:*
- i) *a part-time employee's seniority years accrued prior to the effective date above, shall be converted to hours with each year ~~of~~ seniority being equal to 1950 hours.*
  - ii) *after the above effective date, a part-time employee shall accumulate seniority based on paid hours provided, however, that no part-time employee shall accumulate more than 1950 hours ~~of~~ seniority in any calendar year.*
- (d) *Full-time employees will advance on the wage schedule in Appendix A following the accumulation ~~of~~ an additional year ~~of~~ seniority.*
- Part-time employees will advance on the wage grid following the completion ~~of~~ 1950 paid hours ~~as~~ provided in (c) ii) above.*

#### 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) (a) The Hospital shall identify the classification(s) and position(s) affected by a reduction in the working force and meet with the Union as far in advance as possible to discuss the circumstances giving rise to the lay-off.
- (b) In the event of a proposed lay-off at the Hospital of a permanent or long-term (*in excess of thirteen [13] weeks*) nature, the Hospital will provide the Union with no less than thirty (30) calendar days notice of *long-term lay-offs* and no less than three (3) months notice of *permanent lay-off*.
- ii) **Notice of Lay-Off**  
**As** far as reasonably practicable, *one (1) months* notice of lay-off shall be given to employees subject, however, to the statutory provisions of the Employment Standards Act of the Province of Ontario, which specifies the minimum notice to be given under certain circumstances.
- iii) 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.
- iv) *A full-time* employee who is subject to lay-off shall have the right to either:
  - (a) accept the lay-off and be placed on a recall list for the period in accordance with 14.02 (f), or
  - (b) displace *a full-time* employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the *bargaining unit, provided the employee subject to lay-offs* qualified to perform the duties of the lower or identical classification. *Such employee so displaced shall be laid off, subject to the provision above.*
  - (c) *Having exhausted the provision in (b) above, a full-time employee may* displace a *part-time* employee on the same basis in (b) above.
- v) *A part-time* employee who is subject to **lay-off** shall have the right to either:
  - (a) accept the **lay-off**, and be placed on a recall list for the period in accordance with 14.02 (f), or
  - (b) displace a *part-time* employee who has lesser bargaining unit seniority and is the least senior employee in a lower or identical paying classification in the *bargaining unit, provided the employee subject to lay-offs* qualified to perform the duties of the lower or identical classification. *Such employee so displaced shall be laid off, and subject to the provision above.*
  - (c) *a part-time* employee will not be entitled to displace a *full-time* employee.



- vi) **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.
- vii) (a) *A fill-time employee shall have opportunity ~~for~~ recall from lay-off in order of seniority to an available fill-time or part-time opening provided he has the qualifications and ability to perform the work, before such opening is filled on a regular basis under the job posting procedure. The regular full-time employee who accepts a recall to a temporary position or to a regular part-time position shall retain' his/her recall rights to a regular full-time position in accordance with this Article.*
- (b) *A part-time employee shall have the opportunity ~~for~~ recall from lay-off in order of seniority to an available part-time opening, provided he has the qualifications and ability to perform the work, before such opening is filled on a regular basis under the job posting procedure.*
- (c) The posting procedure in the collective agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority he had at the time of the lay-off.
- viii) An employee recalled to work in a different classification from which he was laid off, or an employee who has displaced an employee in the same or a lower classification shall be entitled to return to the classification he held prior to the lay-off should it become vacant within the time period in 14.02 (f), provided that the employee remains qualified and able to perform the duties of his former classification. No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provisions, or have been found unable to perform the work available.
- ix) The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for **his** proper address being on record with the Hospital.
- x) 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.
- xi) 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

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

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

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

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

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

The parties agree that the above provisions will not apply to Article 14.07 or 17.02 (b).

**14.06            Seniority List**

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

**14.07            Temporary Upgrading**

- (a) If an employee is required to perform the duties of a higher rated occupational classification within the bargaining unit for a period exceeding three (3) consecutive days, such employee shall receive an increase in salary of Five Dollars (\$5.00) per day for each day such assignment remains, calculated from the initial appointment to such duties.
- (b) In the event an employee is requested to perform some of the management functions of a Supervisor, for a period in excess of three (3) working days but not to exceed thirty (30) working days, she shall be paid in accordance with (a) above.

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

## **ARTICLE 15 - TECHNOLOGICAL CHANGES**

- 15.01 (a) Where the Employer has decided to introduce a technological change which will significantly alter the status of an employee in the bargaining unit, the Employer agrees to meet with the Union thirty (30) days prior to implementation of such change or changes and agrees to pay for the necessary retraining or upgrading of the employee affected by the change. Where documentation such as policy changes which significantly impact on the members of the bargaining unit is being distributed to Department Heads, the Employer will provide a copy to the Union President.
- (b) Where the Employer alters an employee's job description in the bargaining unit, the Employer agrees at the earliest reasonable time to **notify** the employee of such change or changes. If requested by the affected employee(s), the Employer will meet to discuss the effect of such changes and the employee(s) at their option may have a Union Representative present. Upon request, the Employer will provide the Union President with a copy of any bargaining unit job description.

## **ARTICLE 16 - SICK LEAVE**

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

16.02 At the completion of an employee's probationary period, an employee within the Bargaining Unit shall be entitled to accumulate one (1) day's sick leave with pay for each full month of continuous employment since last date of hire. Thereafter such employee shall be entitled to accumulate one (1) day's sick leave with pay for each additional month of continuous employment and when an employee has completed one (1) year of continuous employment, *accumulate* one and one-half (1-1/2) days' sick leave for each additional month of employment.

16.03 The unused portion of an employee's sick leave entitlement including the accumulated sick leave credits due the employee prior to the execution of this agreement, shall accumulate to a maximum of One Hundred and Seventy-Five (**175**) days.

16.04 In the event of illness, sick leave credits accumulated after September 1st, 1974, shall be used before any sick leave credit accumulated prior to that date is charged.

16.05 On termination of employment, employees shall be paid a cash settlement for the unused portion of accumulated sick leave credit and the cash settlement shall be calculated as follows:

The proportion of sick leave credits accumulated from and **after** September 1st, 1974, in

accordance with the formula set out hereunder:

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

plus

One Hundred Per Cent (100%) of all unused sick leave credits accumulated prior to September 1st, 1974.

Provided, however, that the total cash settlement paid on termination of employment shall in no case exceed the equivalent of seventy-five (75) days' pay.

**16.06** An employee shall not be entitled to sick leave pay for the first and second days' absence from work during the fourth and successive illnesses in any calendar year of employment, provided, however, that if an employee is sent home from work because of illness or injury, such absence will not be counted as one of the "fourth and successive illnesses" referred to above if the employee returns to work on the next scheduled work day. This provision may be waived in the sole discretion of the Employer without prejudice in appropriate circumstances, and shall be waived by the Employer in the case of an employee who at the time the fourth or successive illness occurs, has not less than two (2) year's continuous service, subject to the provisions of Paragraph 16.07 hereof.

**16.07** It is mutually agreed that when an employee is absent from his employment due to illness, the Hospital shall be entitled to require production of a doctor's certificate by such employee before any wages are paid to him for the time for which he was so absent.

**16.08** Absence due to illness or injury, compensable by the *Workplace Safety & Insurance Board*, shall not be charged against sick leave credits or entitlements.

**16.09** **Sick Leave Credits During Leave of Absence**

When an employee is given leave of absence without pay for any reasons (except for Union business) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, sick leave credits shall not accrue to the employee but he shall retain his cumulative credit, if any, existing at the time of such leave or lay-off.

**16.10** **Leave of Absence Without Pay Due to Illness**

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

16.11 **Sick Leave Records**

A record of all unused sick leave will be kept by the Hospital. All employees are to be advised once a year by March 31st, of the amount of sick leave accrued to their credits as of the previous year end.

16.12 **Payment to Estate Beneficiary**

The beneficiary or estate of an employee who dies while in the employ of the Hospital shall be entitled to receive the balance of the employee's sick leave credits due to such employee as provided for in Article 16.05 herein, provided such employee at the date of death had not less than two (2) years' seniority with the Hospital.

16.13 It is understood and agreed that employees will make every reasonable effort to schedule medical and dental appointments at times when they are otherwise not scheduled for work. When this is not possible, employees will schedule such appointments at a mutually agreeable time in a manner such as to minimize the disruption to their normal work schedule. The Hospital will allow such necessary time off to be charged against the employee's "accumulated sick leave bank".

**ARTICLE 17 - LEAVE OF ABSENCE**

17.01 **Personal Reasons**

The Hospital may grant leave of absence for personal reasons. Such leave of absence shall be applied for in writing by the employee to the Department Head at least two (2) weeks prior to the contemplated commencement of the leave of absence. This provision for advance notice shall be waived in cases of emergency. 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 his work. In cases of emergency, reasons and contemplated length of time away will be called in as soon as possible. It is understood that while an employee is on leave of absence, he shall not engage in gainful employment and that if he does engage in such gainful employment, he shall forfeit all seniority rights under this Agreement. Leave of absence for personal reasons shall not exceed a period of three (3) months.

17.02 **Union Business**

Leave of absence for Union business shall be applied for in writing by the employee to his or her Department Head at least two (2) weeks prior to the contemplated commencement of the leave of absence and the application shall clearly state the length of time he shall be away from his work and the purpose of the leave of absence. In interpreting this clause, legitimate leave of absence for Union business shall include conventions, seminars, education programs or special executive board meetings. An employee shall be allowed to make applications for leave of absence for Union business only twice in any calendar year and the total of such leave of absence shall not be for longer

than a *two (2)* week period. Not more than two **(2)** employees shall be eligible for leave of absence for Union business at one time. The President ~~will~~ be allowed to be absent for Union business up to 15 days in each calendar year and a member of the Bargaining Unit who is elected to the Executive Board of Executive Committee of the Union will be allowed to be absent for Union business up to **30** days in each calendar year.

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

### 17.03 **Pregnancy Leave**

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

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

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

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

- (b) **An** employee on pregnancy leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, 1971, shall apply for and be paid a Supplemental Unemployment Benefit. The benefit will be equivalent to the difference between seventy-five per cent **(75%)** of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings. Such payment shall commence following completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Hospital of the employee's Unemployment Insurance

cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked, prior to the commencement of the leave, times her normal weekly hours. The employee does not have any vested right except to receive payments for the covered unemployment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

(c) **Parental Leave**

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

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

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

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Hospital at least four (4) weeks written notice of that day. 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) Effective April 1, 1996, a member of O.P.S.E.U. Local 143 who commences a parental leave, as provided under this agreement, who has applied for and is in receipt of Unemployment Insurance Parental Benefits, pursuant to Section 20 of the Unemployment Insurance Act shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance Benefits and any other earnings.

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

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

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

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

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

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

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

- (g) The employee shall be reinstated when the leave ends to the position the employee most recently held, if it still exists, or to a comparable position, if it does not.

- (h) *Employees may request a maternity leave up to a maximum of twelve (12) months inclusive of pregnancy and parental leave provided they make such request at the same time as provided for in (a) above. Requests for such leave shall not be unreasonably denied*



- (i) It is understood that **during** pregnancy leave or **parental/adoption** leave, **seniority** shall continue to accrue. Credit for service for the purpose of vacation **entitlements** shall be accumulated, however, sick leave credits will not accrue during such period and vacation pay would be proportional to hours worked in the vacation year.

**17.04 Educational Leave**

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

**17.05 Jury and Witness Duty**

Employees who are called to serve as jurors or subpoenaed as witnesses in criminal or civil courts, shall be granted leave of absence for such purposes without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of his duty, the employee shall obtain a certificate from the Court, showing the period of his jury or witness service and shall deposit this certificate together with the **full** amount of the compensation but not including travelling allowance, with the Hospital Business Office.

**17.06 Bereavement Leave**

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

**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**

Effective three (3) months following ratification or arbitration decision, the Hospital agrees to introduce a prepaid leave programme, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to defer a portion of their salary according to one of the following schedules, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801:
  - (i) three (3) years deferral of up to twenty-five (25) percent of annual salary followed by a one (1) year leave of absence; or
  - (ii) four (4) years deferral of up to twenty (20) percent of annual salary followed by one (1) year leave of absence.
- (b) The employee must make written application to the appropriate Department Head at least six (6) months prior to the intended commencement date of the programme (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall not exceed one (1) per department. However, consideration shall be given to more than one (1) employee taking this leave in departments characterized by independently functioning, multi-units. The year for purposes of the programme shall be September 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the employee and the Hospital.
- (d) Written applications will be reviewed by the appropriate Vice-president, or Executive Director, R.C.C., or his/her designate. Leaves for the purpose of pursuing further formal education or post-graduate training will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.
- (e) During the agreed upon period of salary deferral, the appropriate amount of the employee's gross annual salary (according to stipulations of the above schedule) will be deducted and held for the employee and will not be accessible to him/ her until the year of the leave, or upon withdrawal from the plan.

- (f) The manner in which the deferral **salary** is held shall be at the discretion of the Hospital.
- (g) **All** deferred **salary**, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other schedule of payment as may be agreed upon between the Hospital and employee.
- (h) All benefits shall be kept whole during the years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained, but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which he/she is participating. Contributions to H.O.O.P.P. will be in accordance with the plan.
- (i) **An** employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the appropriate Department Head. Deferral salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the event of such withdrawal from the plan by the employee, the employee may have the option of being repaid either in a lump **sum**, or over a period of time, commensurate with the rate of deductions made **from** the employee's salary.
- (j) If the employee terminates employment, the deferred salary held by the Hospital, plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Hospital will endeavor to find a temporary replacement for the employee as far in advance as practical. If the Hospital is unable to find a suitable replacement, it may postpone the leave. The Hospital will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan, and re-arranging the leave at a mutually agreeable time, or of withdrawing from the plan, and having the deferred salary, plus accrued interest, if any, paid out to him/her within **a** reasonable period of time.
- (l) The employee will be re-instated to his/her former position unless the position has been discontinued, in which case he/she shall be given a comparable job. In the event an employee decides, during the course of such leave, not to return to his/her position, at least twelve (12) weeks notice shall be given to the Employer.

- (m) Final approval for entry into the prepaid plan will be subject to the employee entering into a formal agreement with the Hospital in order to authorize the hospital to make the appropriate deductions from the employee's pay. Such agreement will include:
- (i) a statement that the employee is entering the prepaid leave programme in accordance with Article 17.10 of the collective agreement;
  - (ii) the period of salary deferral and the leave period for which the leave is requested;
  - (iii) the manner in which the deferred salary is to be held.

The letter of application from the employee to the Hospital to enter the prepaid leave programme will be appended to and form part of the written agreement.

#### **ARTICLE 18 - HOURS OF WORK**

- 18.01 (a) The Employer having converted to a **37-1/2** hour week as of June 1, 1982, it is agreed that the normal or standard work week shall be an average of thirty-seven and one-half (**37-1/2**) hours, with a normal or standard work day of seven and one-half (**7-1/2**) hours. Time and one-half (**1-1/2**) shall be paid for all hours worked in excess of **7-1/2** hours per day exclusive of a lunch period or in excess of seventy-five (**75**) hours in a two (**2**) week period.
- (b) Overtime will be offered to the most senior employee in the classification in the area or unit in rotation and if the offer is rejected, that employee must wait until his or her **turn** comes up again within the area or unit. For the purpose of this Article, Child Care Assistants, Child and Youth Workers I and II shall be considered one classification.

18.02 Following consultation with the Union and the employee or employees concerned, a Department Head or Supervisor **may** establish for a classification or classifications in this bargaining unit, a variable schedule or schedules to accommodate interviews with patients and/or their families outside the normal working hours and in that event, hours worked pursuant to such schedule or schedules shall be paid at regular straight time rates unless they exceed seventy-five (**75**) hours in a two-week pay period.

18.03 There shall be four (**4**) days scheduled off within the above mentioned two-week pay period and the Hospital will schedule at least one (**1**) weekend in three(**3**) or at least two (**2**) consecutive days as days **off**, unless altered by mutual consent between the Hospital and employee. Regular work schedules will not require employees to work more than six (**6**) consecutive days unless

mutually agreed upon between the employee and the Department Head/Supervisor. If more than six (6) days are scheduled, the seventh (7th) and consecutive days worked will be at the ~~rate of one and one-half (1-1/2)~~ times the regular straight time rate. There shall be two (2) consecutive days scheduled ~~off~~ if a maximum of ~~six (6)~~ days are worked. Work schedules will be posted at least two (2) weeks in advance, and the hours of each ~~shift~~ shall be scheduled on a consecutive basis to avoid split shifts. Where the schedule is changed other than by mutual agreement and less than forty-eight (48) hours notice is given to the employee, time and one-half (1-1/2) of the employee's regular straight time hourly rate will be paid for ~~all~~ hours worked on the first shift of the revised schedule.

**18.04** Except in cases of emergency, all overtime shall be authorized and approved in advance by the Supervisor or Department Head. Any overtime shall be compensated at the rate of one and one-half (1-1/2) hours pay for each hour worked.

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

**18.06** **Rest Periods**

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

**18.07** **Meal Voucher**

An employee required to work two (2) hours or more overtime in any day in addition to his or her regular seven and one-half (7-1/2) hour ~~shift~~ shall be supplied with a voucher entitling him or her to a free meal in the Hospital dining room, or a cash allowance in lieu thereof if the dining room is closed, to a maximum of \$4.00.

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

18.09 *The Employer will offer any extra hours (i.e. sick coverage, vacation, on-call, etc.) to part-time employees at straight time prior to calling casual staff.*

*In any case, a record of non-bargaining unit employees/personnel will be sent to the Local President (or designate), on a quarterly basis. The Employer agrees to meet with the Union to discuss any issues that may result from this report.*

### **ARTICLE 19 - HOLIDAYS**

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

Second Monday in June

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

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

### **ARTICLE 20 - VACATIONS WITH PAY**

20.01 For the purpose of calculating vacation entitlement and vacation pay, the vacation year shall be deemed to commence on May 1st of each year and to end on April 30th of the following year.

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

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

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

**20.03** Employees in the bargaining unit who have one year of continuous service but less than four **(4)** years of continuous service, shall be entitled to vacation of three **(3)** weeks with pay at the basic straight time rate in effect as of the date on which such vacation commences.

**20.04** Employees in the bargaining unit who have four **(4)** years of continuous service but less than thirteen (13) years of continuous service, effective with the 1990 vacation year, shall be entitled to a vacation of four **(4)** weeks with pay at the basic straight time rate in effect as of the date on which such vacation commences.

**20.05** Employees in the bargaining unit who have thirteen **(13)** years or more of continuous service but less than twenty-five **(25)** years of continuous service, effective with the 1990 vacation year, shall be entitled to vacation of five **(5)** weeks with pay at the basic straight time rate in effect as of the date on which such vacation commences.

**20.06** Employees in the bargaining unit who have twenty-five **(25)** years or more of continuous service shall be entitled to vacation of six **(6)** weeks with pay at the basic straight time rate in effect as of the date on which such vacation commences.

**20.07** Notwithstanding the provisions of Article 18, it is agreed that the present "camping" arrangement whereby "lieu time" will be recognized for staff who take part in the present camping programme for patients of the Regional Children's Centre will be continued on the **same** basis **as** in the past so that equivalent time off will be recognized but on the basis of one day off for one day worked. If an employee is requested by the employer to use personal transportation for the above purpose, he or she will receive mileage payments in accordance with Article 24.01 hereof.

20.08 Choice of an employee's vacation period shall be on the basis of *seniority within a working unit*, recognizing the necessity of the employer maintaining sufficient staff in each classification to ensure the efficient operation of the Hospital.

## **ARTICLE 21 - BENEFITS**

### **21.01 Pension Plan**

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

### **21.02 Life Insurance**

The Hospital will assume the responsibility of paying One Hundred Per Cent (100%) of the premium cost of the Manulife Group Life Insurance Plan or its equivalent. Such plan provides coverage up to two times an employee's annual salary calculated to the nearest Five Hundred Dollars (\$500.00). Such plan also permits an employee to add insurance on his or her spouse at the employee's expense.

### **21.03 Extended Health/Drug Plan**

The Hospital will provide employees in the bargaining unit with the Manulife Extended Health Care Plan (\$10 and \$20 deductible) which includes mandatory drug selection and will pay 100% of the premium charged therefor. *Effective the first of the month following ratification a dispensing fee cap of \$8.50 per prescription will be introduced*

### **21.04 Dental Plan**

The Hospital will provide employees in the bargaining unit with a prepaid Dental Plan (Green Shield Plan 66 or equivalent) for either single or family coverage, whichever is applicable and it will pay Seventy-Five Per Cent (75%) of the premium charged therefor based on current O.D.A. Tariff. *Effective the month following ratification, dental check-ups will be changed from six (6) month to nine (9) month intervals.*

### **21.05 Semi-Private Hospitalization**

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



**21.06 Audio Plan**

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

**21.07 Vision Care Plan**

The Hospital will provide employees in the bargaining unit with the Manulife Vision Care Plan (\$90.00 every 24 months) and it will pay Seventy-Five Per Cent (75%) of the premium charged therefor.

**21.08 Existing Benefits Remain**

Any benefit plans, including the pension plan, in existence now shall remain in full force for the duration of the collective agreement. However, the Hospital shall have the right, during the term of this Agreement, to substitute a different carrier provided that:

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

**21.09 Premiums Paid During Illness**

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

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

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

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

**21.11** *It is agreed that the Hospital shall be entitled to retain One Hundred Per Cent (100%) of any unemployment insurance premium reduction or rebate toward off-setting the cost of benefits provided by this Agreement.*

## **ARTICLE 22 - UNIFORMS**

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

## **ARTICLE 23 - PERSONNEL FILES**

**23.01** Each employee shall have reasonable access to their Personnel file for the purpose of reviewing the contents in the presence of the Vice-president Human Resources or designate. Such access will be permitted only at reasonable times and upon reasonable notice. **An** employee may request copies of any completed evaluations in their personnel file at their expense.

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

## **ARTICLE 24 - MILEAGE RATES**

**24.01** 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 27¢ per kilometer on the understanding that employees will carry a \$1,000,000 personal liability insurance.

## **ARTICLE 25 - OCCUPATIONAL CLASSIFICATIONS AND WAGES**

**25.01** Occupational classifications and wage rates are set out in Appendix "A" which is attached hereto and forms part of this Agreement.

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

**5.03 Stand-By Pay**

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

An employee who is scheduled on stand-by outside their regular scheduled working hours shall be paid \$2.00 for each hour on stand-by and effective April 1, 1996, this rate shall increase to **\$2.50** for each hour on stand-by.

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

The payment in (a) above shall cease during the time an employee is called back to work while on scheduled stand-by and the employee shall be paid at the rate of regular time and one-half for all hours worked with a minimum of two (2) hours at time and one-half. When called back on stand-by, an employee shall be paid a transportation allowance in accordance with Article 24 for the use of their automobile up to a maximum of 60 kilometers for each round trip or the Employer will reimburse the employee for taxi fare within the City limits.

**25.04 Call-In Pay**

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

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

**25.05 Shift and Weekend Premiums**

The Employer will pay to employees in the bargaining unit an **afternoon shift** premium of \$1.00 per hour, a **night shift** premium of \$1.25 per hour, and a **weekend shift** premium of \$1.35 per hour on the understanding there will be no pyramiding of shift premiums on weekends. The **afternoon shift** premium shall apply whenever 50% or more hours worked on such shift falls between 3:00 p.m. and 12:00 midnight. The **night shift** premium shall apply whenever 50% or more hours worked on such shift falls between 12:00 midnight and 8:00 a.m. The **weekend shift** premium shall apply from Friday midnight to Sunday midnight.

**ARTICLE 26 - P** \_\_\_\_\_

**26.01** Part-time employees in the bargaining unit (being those who normally work Fifteen [15] hours or more but less than Thirty-Seven and One-Half [37-1/2] hours, exclusive of half-hour

lunch periods, in a week) shall be entitled to receive the same proportion of the following benefits accrued to full-time employees as the part-time employees' hours worked in a pay period bear ~~the~~ the regular hours of a full-time employee:

Wages	Dental Plan
Sick Leave	Semi-Private
Vacations with pay	Audio Plan
Holidays	Vision Care Plan
Drug Prescription Plan	

It is acknowledged that part-time employees are entitled to participate in the Hospitals of Ontario Pension Plan but not in the Group Life Insurance Plan.

## **ARTICLE 27 - TEMPORARY VACANCIES**

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

- (a) A regular part-time employee who has completed the probationary period will be given preference on a rotational basis in accordance with qualifications and ability to fill the position.
- (b) If a regular part-time employee is not available then casual employees will be offered the position in accordance with qualifications and ability to fill the position.
- (c) If position cannot be filled under sections (a) and (b) above, then the Hospital may fill that position **as** it sees fit.
- (d) 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.

### **27.02 Temporary Vacancies**

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

## **ARTICLE 28 - PROJECT EMPLOYEES**

**28.01** Employees hired under a specially funded project which does not involve work currently performed by employees in an existing position for a defined term shall be covered by the provision of this Agreement except that the employee shall not have Hospital-wide seniority under

Article **14.04** until the earlier of thirty (30) months or the point when the program is incorporated into the Departmental base budget at which time the employee's Hospital-wide seniority shall be the date of hire.

## **ARTICLE 29 - CONTRACTING OUT**

**29.01** The Hospital shall not contract out work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of any bargaining unit employee occurs. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply in circumstances where the Hospital no longer provides particular services as a result of the rationalization or sharing of services between Hospitals or Agencies, or as a result of the withdrawal of the Hospital's license or authority to perform such services.

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

## **ARTICLE 30 - JOB SHARING**

### **30.01 (a) General**

1. Job sharing is defined as an arrangement whereby there is an agreement between two (2) full-time employees who wish to job share, the Union and the Employer.
2. It is agreed that job sharing results from two (2) employees sharing a full-time position and as such the position shall continue to be identified as a full-time position,
3. Employees in a job sharing arrangement must be from the same classification and level.
4. Job sharing requests shall be made in writing to the Vice-president Human Resources.
5. Job sharing requests shall be considered on an individual basis, It is understood that such requests shall not be unreasonably denied.

### **(b) Job Sharing Agreement**

Without limiting the requirement for a specific job share agreement, and the particulars to be included in each case, the arrangement shall encompass the following:

1. Total hours worked by the job shares shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement, between the parties, however, in no case shall one employee work less than fifteen (15) hours per week.

2. Job shares will be entitled to the proportional benefits available to part-time employees as provided in Article 16 of the collective agreement as the hours worked in a pay period bear to the regular hours of a full-time employee. It is acknowledged that job share employees are entitled to participate in the Hospitals of Ontario Pension Plan and The Group Life Insurance Plan as their hours worked in a pay period bear to the regular hours of a full-time employee.
3. The job shares involved shall have the right to determine which partner works on scheduled paid holidays, if any.
4. It is expected that both job shares will cover each other's incidental illness as far as possible and vacation when required. In the case of Maternity or Parental leave and other leaves of absence pursuant to Article 17 of the collective agreement involving one (1) member of the job sharing arrangement, where possible the remaining member of the position will provide the replacement coverage, if required. In the event the remaining partner is unavailable to provide replacement coverage, then the Employer may fill the job share vacancy at its discretion. However, consideration will be given to part-time employees in the department who are qualified.
5. If one of the job shares leaves the arrangement, the remaining employee would first be offered the opportunity to assume the position on a regular full-time basis.
6. If the remaining employee declines the full-time opportunity, the vacancy shall be posted as a job sharing opportunity, subject to the provisions of this agreement.
7. If there is no successful applicant to the vacant position, the shared position must be filled by the remaining partner, until another opportunity for job sharing occurs

### **ARTICLE 31 - PROFESSIONAL RESPONSIBILITY**

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

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

### **ARTICLE 32 MODIFIED WORK PROGRAM**

**32.01** The Hospital and Union recognize that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.



Recognizing their responsibilities under the applicable legislation, the Hospital agrees to implement and the Union agrees to participate in a hospital-wide Modified Work Program, supporting the principle of prompt rehabilitation and return to work of injured workers.

Any written agreement regarding such a program will be attached as an Appendix to this collective Agreement.

**ARTICLE 33 - DURATION OF AGREEMENT**

**33.01** Except as otherwise stated herein, this Agreement shall be deemed to have come into force on the 1st day of April 1994 shall remain in force until the 31st day of March 1999, and thereafter unless either party notifies the other in writing of its' desire to revise or amend or make a new agreement within ninety (90) days prior to the 31st day of March, 1999. When such notification is given, negotiations between the parties shall commence not later than fourteen (14) days after the date of such written notification. The notification shall, as far as possible, list the subject matter of the proposed amendments or revisions.

IN WITNESS **WHEREOF** the parties hereto have caused these presents to be executed by their duly authorized signing officers at Windsor, Ontario, this 31<sup>st</sup> day of MARCH <sup>92</sup> 1995

**WINDSOR REGIONAL HOSPITAL**

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**ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION**

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APPENDIX - A O.P.S.E.U. - SALARY RANGES  
 EFFECTIVE: APRIL 1, 1997 - MARCH 31, 1999  
 NOTE: EFFECTIVE JANUARY 1/93 PAY EQUITY HAS BEEN ACHIEVED

CLASSIFICATION	EFFECTIVE	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR
AUDIOLOGISTS (M.A.)	Apr. 1/96	\$42,282	\$43,977	\$45,673	\$47,358	\$49,043		
	Apr. 1/97	\$44,437	\$46,219	\$48,001	\$49,772	\$51,543		
	Apr. 1/98	\$46,162	\$48,012	\$49,864	\$51,703	\$53,543		
<i>hourly rate</i>	Apr. 1/97	\$22,788	\$23,702	\$24,616	\$25,524	\$26,432		
	Apr. 1/98	\$23,673	\$24,622	\$25,571	\$26,515	\$27,458		
PSYCHOLOGISTS I (Ph.D.)	Apr. 1/96	\$54,992	\$57,956	\$60,918	\$63,902	\$66,866		
	Apr. 1/97	\$55,403	\$58,389	\$61,374	\$64,380	\$67,366		
	Apr. 1/98	\$55,814	\$58,823	\$61,829	\$64,858	\$67,866		
<i>hourly rate</i>	Apr. 1/97	\$28,412	\$29,943	\$31,474	\$33,015	\$34,547		
	Apr. 1/98	\$28,623	\$30,166	\$31,707	\$33,260	\$34,803		
PSYCHOMETRIST I (HON.B.A.)	Apr. 1/96	\$34,224	\$35,355	\$36,588	\$37,820	\$39,032	\$40,346	
	Apr. 1/97	\$35,072	\$36,231	\$37,495	\$38,757	\$39,999	\$41,346	
	Apr. 1/98	\$35,921	\$37,108	\$38,402	\$39,695	\$40,967	\$42,346	
<i>hourly rate</i>	Apr. 1/97	\$17,986	\$18,580	\$19,228	\$19,876	\$20,513	\$21,203	
	Apr. 1/98	\$18,421	\$19,030	\$19,693	\$20,356	\$21,009	\$21,716	
DISCHARGE PLANNER	Apr. 1/96	\$44,216	\$46,817	\$49,419	\$52,020			
	Apr. 1/97	\$44,641	\$47,267	\$49,894	\$52,520			
	Apr. 1/98	\$44,641	\$47,267	\$49,894	\$52,520			
<i>hourly rate</i>	Apr. 1/97	\$22,893	\$24,239	\$25,587	\$26,933			
	Apr. 1/98	\$22,893	\$24,239	\$25,587	\$26,933			
SOCIAL WORKER II (M.S.W.)	Apr. 1/96	\$41,317	\$42,629	\$44,022	\$45,414	\$46,908	\$48,482	\$50,037
	Apr. 1/97	\$42,968	\$44,333	\$45,782	\$47,229	\$48,783	\$50,420	\$52,037
	Apr. 1/98	\$44,207	\$45,611	\$47,101	\$48,591	\$50,189	\$51,873	\$53,537
<i>hourly rate</i>	Apr. 1/97	\$22,035	\$22,735	\$23,478	\$24,220	\$25,017	\$25,856	\$26,686
	Apr. 1/98	\$22,670	\$23,390	\$24,154	\$24,918	\$25,738	\$26,602	\$27,455



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SOCIAL WORKER I (B.S.W.)	Apr. 1/96	\$40,020	\$41,787	\$43,553	\$45,320	\$47,086		
	Apr. 1/97	\$40,870	\$42,674	\$44,478	\$46,282	\$48,086		
	Apr. 1/98	\$41,720	\$43,562	\$45,403	\$47,245	\$49,086		
	<i>hourly rate</i>	Apr. 1/97	\$20.959	\$21.884	\$22.809	\$23.735	\$24.659	
	Apr. 1/98	\$21.395	\$22.339	\$23.284	\$24.228	\$25.172		
SPEECH THERAPIST (M.A.)	Apr. 1/96	\$42,282	\$43,977	\$45,673	\$47,347	\$49,043		
	Apr. 1/97	\$44,438	\$46,220	\$48,002	\$49,761	\$51,543		
	Apr. 1/98	\$46,163	\$48,013	\$49,865	\$51,691	\$53,543		
	<i>hourly rate</i>	Apr. 1/97	\$22.789	\$23.702	\$24.617	\$25.518	\$26.432	
	Apr. 1/98	\$23.673	\$24.622	\$25.572	\$26.508	\$27.458		
GRADUATE SPEECH THERAPISTS	Apr. 1/96	\$38,245						
	Apr. 1/97	\$40,195						
	Apr. 1/98	\$41,755						
	<i>hourly rate</i>	Apr. 1/97	\$20.613					
	Apr. 1/98	\$21.413						
PHARMACIST (LICENSED)	Apr. 1/96	\$49,042	\$50,774	\$52,506	\$54,238	\$55,970	\$57,700	
	Apr. 1/97	\$49,892	\$51,654	\$53,416	\$55,178	\$56,940	\$58,700	
	Apr. 1/98	\$50,742	\$52,534	\$54,326	\$56,118	\$57,910	\$59,700	
	<i>hourly rate</i>	Apr. 1/97	\$25.586	\$26.489	\$27.393	\$28.296	\$29.200	\$30.103
	Apr. 1/98	\$26.021	\$26.940	\$27.859	\$28.778	\$29.697	\$30.615	
GRADUATE PHARMACY INTERN	Apr. 1/96	\$46,951						
	Apr. 1/97	\$47,765						
	Apr. 1/98	\$48,578						
	<i>hourly rate</i>	Apr. 1/97	\$24.495					
PHARMACY TECHNICIAN (DIPLOMA)	Apr. 1/96	\$27,691	\$28,481	\$29,270	\$30,060	\$30,830		
	Apr. 1/97	\$28,589	\$29,405	\$30,219	\$31,035	\$31,830		
	Apr. 1/98	\$29,487	\$30,329	\$31,169	\$32,010	\$32,830		
	<i>hourly rate</i>	Apr. 1/97	\$14.661	\$15.079	\$15.497	\$15.915	\$16.323	
	Apr. 1/98	\$15.122	\$15.553	\$15.984	\$16.415	\$16.836		

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CLASSIFICATION	EFFECTIVE	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR
RESPIRATORY THERAPISTS (REG.)	Apr. 1/96	\$39,624	\$41,020	\$42,416	\$43,812	\$45,208	\$46,605	
	Apr. 1/97	\$40,474	\$41,900	\$43,326	\$44,752	\$46,178	\$47,605	
	Apr. 1/98	\$40,984	\$42,428	\$43,872	\$45,316	\$46,760	\$48,205	
<i>hourly rate</i>	Apr. 1/97	\$20.756	\$21.487	\$22.219	\$22.950	\$23.681	\$24.413	
	Apr. 1/98	\$21.018	\$21.758	\$22.499	\$23.239	\$23.980	\$24.721	
NUCLEAR MEDICINE	Apr. 1/96	\$40,131	\$42,490	\$44,850	\$47,209			
	Apr. 1/97	\$40,769	\$43,165	\$45,563	\$47,959			
	Apr. 1/98	\$41,406	\$43,840	\$46,275	\$48,709			
<i>hourly rate</i>	Apr. 1/97	\$20.907	\$22.136	\$23.365	\$24.594			
	Apr. 1/98	\$21.234	\$22.482	\$23.731	\$24.979			
DIETITIANS (REG.)	Apr. 1/96	\$40,913	\$42,383	\$43,854	\$45,321	\$47,086		
	Apr. 1/97	\$41,782	\$43,283	\$44,779	\$46,284	\$48,086		
	Apr. 1/98	\$42,216	\$43,733	\$44,941	\$46,765	\$48,586		
<i>hourly rate</i>	Apr. 1/97	\$21.427	\$22.196	\$22.810	\$23.735	\$24.659		
	Apr. 1/98	\$21.649	\$22.427	\$23.047	\$23.982	\$24.916		
SENIOR PHYSIO. & OCCUP. THERAPISTS (REG.)	Apr. 1/96	\$46,838	\$48,492	\$50,145	\$51,799	\$53,453	\$55,106	
	Apr. 1/97	\$47,288	\$48,958	\$50,627	\$52,297	\$53,966	\$55,636	
	Apr. 1/98	\$47,739	\$49,424	\$51,110	\$52,795	\$54,481	\$56,166	
<i>hourly rate</i>	Apr. 1/97	\$24.251	\$25.107	\$25.963	\$26.819	\$27.675	\$28.531	
	Apr. 1/98	\$24.482	\$25.346	\$26.210	\$27.074	\$27.939	\$28.803	
PHYSIO. & OCCUP. THERAPISTS (REG.)	Apr. 1/96	\$44,187	\$45,747	\$47,307	\$48,867	\$50,427	\$51,987	
	Apr. 1/97	\$44,612	\$46,187	\$47,762	\$49,337	\$50,912	\$52,487	
	Apr. 1/98	\$45,037	\$46,627	\$48,217	\$49,807	\$51,397	\$52,987	
<i>hourly rate</i>	Apr. 1/97	\$22.878	\$23.686	\$24.493	\$25.301	\$26.109	\$26.916	
	Apr. 1/98	\$23.096	\$23.911	\$24.727	\$25.542	\$26.357	\$27.173	

APPENDIX - A  
 O.P.S.E.U. - SALARY RANGES  
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PHYSIO. & OCCUP. THERAPISTS (GRAD.)	Apr. 1/96	\$39,989						
	Apr. 1/97	\$40,374						
	Apr. 1/98	\$40,758						
<i>hourly rate</i>	Apr. 1/97	\$20.704						
	Apr. 1/98	\$20.902						
EDUCATOR	Apr. 1/96	\$40,000	\$42,000	\$44,000	\$46,000	\$48,000		
	Apr. 1/97	\$40,833	\$42,875	\$44,917	\$46,958	\$49,000		
	Apr. 1/98	\$41,667	\$43,750	\$45,833	\$47,917	\$50,000		
<i>hourly rate</i>	Apr. 1/97	\$20.940	\$21.987	\$23.034	\$24.081	\$25.128		
	Apr. 1/98	\$21.368	\$22.436	\$23.504	\$24.573	\$25.641		
KINESIOTHERAPISTS	Apr. 1/96	\$37,116	\$37,973	\$38,832	\$39,655	\$40,514	\$41,393	
	Apr. 1/97	\$37,564	\$38,432	\$39,301	\$40,134	\$41,003	\$41,893	
	Apr. 1/98	\$38,013	\$38,890	\$39,770	\$40,613	\$41,493	\$42,393	
<i>hourly rate</i>	Apr. 1/97	\$19.264	\$19.709	\$20.154	\$20.582	\$21.027	\$21.484	
	Apr. 1/98	\$19.494	\$19.944	\$20.395	\$20.827	\$21.278	\$21.740	
CARDIO-PULMONARY TECH.	Apr. 1/96	\$36,110	\$36,967	\$37,825	\$38,649	\$39,506		
	Apr. 1/97	\$36,573	\$37,441	\$38,310	\$39,148	\$40,006		
	Apr. 1/98	\$37,030	\$37,909	\$38,789	\$39,638	\$40,506		
<i>hourly rate</i>	Apr. 1/97	\$18.755	\$19.200	\$19.646	\$20.076	\$20.516		
	Apr. 1/98	\$18.990	\$19.440	\$19.892	\$20.327	\$20.772		
CARDIO-VASCULAR TECH.	Apr. 1/96	\$36,110	\$36,967	\$37,825	\$38,649	\$39,506		
	Apr. 1/97	\$36,573	\$37,441	\$38,310	\$39,148	\$40,006		
	Apr. 1/98	\$37,030	\$37,909	\$38,789	\$39,638	\$40,506		
<i>hourly rate</i>	Apr. 1/97	\$18.755	\$19.200	\$19.646	\$20.076	\$20.516		
	Apr. 1/98	\$18.990	\$19.440	\$19.892	\$20.327	\$20.772		
PULMONARY FUNCTION TECH.	Apr. 1/96	\$26,613	\$28,179	\$29,745	\$31,272			
	Apr. 1/97	\$27,039	\$28,630	\$30,221	\$31,772			
	Apr. 1/98	\$27,464	\$29,080	\$30,696	\$32,272			
<i>hourly rate</i>	Apr. 1/97	\$13.866	\$14.682	\$15.498	\$16.293			
	Apr. 1/98	\$14.084	\$14.913	\$15.742	\$16.550			

APPENDIX - A  
 O.P.S.E.U. - SALARY RANGES  
 EFFECTIVE: APRIL 1, 1997 - MARCH 31, 1999  
 NOTE: EFFECTIVE JANUARY 1/93 PAY EQUITY HAS BEEN ACHIEVED.

CLASSIFICATION	EFFECTIVE	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR
RECREATIONAL THERAPISTS	Apr. 1/96	\$32,744	\$33,594	\$34,160	\$34,746	\$35,333	\$35,900	
	Apr. 1/97	\$34,112	\$34,998	\$35,587	\$36,198	\$36,809	\$37,400	
	Apr. 1/98	\$35,480	\$36,401	\$37,015	\$37,650	\$38,286	\$38,900	
<i>hourly rate</i>	Apr. 1/97	\$17.493	\$17.948	\$18.250	\$18.563	\$18.877	\$19.179	
	Apr. 1/98	\$18.195	\$18.667	\$18.982	\$19.307	\$19.634	\$19.949	
AUDIO VISUAL TECH.	Apr. 1/96	\$30,831	\$31,671	\$32,247	\$32,827	\$33,406	\$33,985	
	Apr. 1/97	\$31,738	\$32,603	\$33,196	\$33,793	\$34,389	\$34,985	
	Apr. 1/98	\$32,645	\$33,535	\$34,145	\$34,759	\$35,372	\$35,985	
<i>hourly rate</i>	Apr. 1/97	\$16.276	\$16.719	\$17.024	\$17.330	\$17.635	\$17.941	
	Apr. 1/98	\$16.741	\$17.197	\$17.510	\$17.825	\$18.139	\$18.454	
CHILD & YOUTH WORKER II	Apr. 1/96	\$31,590	\$32,929	\$33,258	\$34,172			
	Apr. 1/97	\$32,514	\$33,893	\$34,231	\$35,172			
	Apr. 1/98	\$33,439	\$34,856	\$35,205	\$36,172			
<i>hourly rate</i>	Apr. 1/97	\$16.674	\$17.381	\$17.554	\$18.037			
	Apr. 1/98	\$17.148	\$17.875	\$18.054	\$18.550			
CHILD & YOUTH WORKER I	Apr. 1/96	\$30,516	\$31,281	\$32,116	\$32,949			
	Apr. 1/97	\$30,979	\$31,756	\$32,603	\$33,449			
	Apr. 1/98	\$31,442	\$32,230	\$33,091	\$33,949			
<i>hourly rate</i>	Apr. 1/97	\$15.887	\$16.285	\$16.720	\$17.153			
	Apr. 1/98	\$16.124	\$16.528	\$16.970	\$17.410			
CHILD CARE ASSISTANT	Apr. 1/96	\$23,484	\$27,289	\$27,911	\$28,610			
	Apr. 1/97	\$23,894	\$27,766	\$28,399	\$29,110			
	Apr. 1/98	\$24,223	\$28,147	\$28,789	\$29,510			
<i>hourly rate</i>	Apr. 1/97	\$12.254	\$14.239	\$14.563	\$14.928			
	Apr. 1/98	\$12.422	\$14.435	\$14.764	\$15.133			
E.C.E.	Apr. 1/96	\$26,637						
	Apr. 1/97	\$27,037						
	Apr. 1/98	\$27,437						
<i>hourly rate</i>	Apr. 1/97	\$13.865						
	Apr. 1/98	\$14.070						

31 January 1987

Ontario Public Service Employees Union,  
1901 Yonge Street,  
TORONTO, Ontario M4S 2Z5

Attention: Mr. M. P. Licastro,  
Negotiator

Gentlemen:

Re: Child Care Assistant Courses -  
Reimbursement of Tuition Fee

Upon the successful completion of each child care course taken by a Child Care Assistant which contributes to the required professional certification of the employee, the Employer will reimburse the employee for the cost of tuition for any such course. The employee agrees to remain in the employ of the Employer for one year following the successful completion of any such course, failing which, the employee will reimburse the Employer for any tuition fee paid to the employee during the 12 month period prior to termination. In order to qualify for reimbursement, the employee must successfully complete a minimum of three such courses in consecutive years until he or she obtains professional certification. The Employer will not be required to reimburse an employee for tuition fees for more than six (6) such courses in any 12 month period.

Employees will notify the Employer when enrolling in such courses and will produce evidence of successful completion.

Yours truly

WINDSOR WESTERN HOSPITAL CENTRE INC

Per:

  
\_\_\_\_\_  
Executive Director

  
\_\_\_\_\_  
Assistant Executive Director

**LETTER OF UNDERSTANDING**

Between

**WINDSOR WESTERN HOSPITAL CENTRE INC.**

and

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

**RE: L.T.D. BENEFITS**

The Parties agree that ratification of this Contract authorizes the Employer to make payroll deductions in a m e r consistent with Dues Check-Off and remit same to the Local Union or designated carrier.

The Union agrees to be responsible for the implementation and administration of an L.T.D. Plan approved by the membership.

While on L.T.D. employees shall be deemed to be on leave of absence without pay and may elect to continue employee benefits by paying the full premium costs for a minimum of twenty-four (24) months.

Any issues arising out of and/or related to the L.T.D. benefits shall be a matter for discussion between the Parties and subject to mutual agreement.

\_\_\_\_\_  
Robert F. Brown

\_\_\_\_\_  
Gerry Layden

\_\_\_\_\_  
October 4, 1990

LETTER OF UNDERSTANDING

BETWEEN

ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 143

AND

WINDSOR REGIONAL HOSPITAL

In the event that any changes are made to the Employment Standards Act that impacts on this collective agreement, the parties agree to meet within 30 days to review the changes in the Act with the intent being to attach an addendum to the collective agreement if required.

DATED: August 30, 1996

FOR THE HOSPITAL: [Signature]

FOR THE UNION: [Signature] Gerry Lloyd