

IN THE MATTER OF AN ARBITRATION
Pursuant to the *Hospital Labour Disputes Arbitration Act*

BETWEEN:

WINDSOR REGIONAL HOSPITAL

("Employer")

- and -

-

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION,
LOCAL 101**

("Union")

(HLDA Interest Arbitration)

ARBITRATION BOARD:

Jasbir Parmar, Chair
Michael Riddell, Employer Nominee
Larry Robbins, Union Nominee

On Behalf of the Employer:

Robert J. Atkinson, Counsel
David W. Foster, Counsel
Sharon Morris, Director, Human Resources and Labour Relations
Aaron Ryan, Director, Financial Services

On Behalf of the Union:

Marc Casey, Research Officer
Marisa Forsyth, Staff Representative
Michele, Buchanan, Negotiating Committee
Richard Baillargeon, Negotiating Committee
Celia Bell, Negotiating Committee
Susan Bohnert Hamelin, Negotiating Committee
Frank Foote, Negotiating Committee
Nicole Mackinnon, Negotiating Committee
Joe McQueen, Negotiating Committee

This matter was heard on November 21, 2016, in Windsor, ON, with further submissions via teleconference January 20, 2017.

I. INTRODUCTION & BACKGROUND

1. This arbitration has been properly constituted under the *Hospital Labour Disputes Arbitration Act*, R.S.O. 1990, c. H. 14, as amended (“*HLDA*”), to settle all outstanding issues for a first collective agreement between these parties for a newly configured allied health services bargaining unit.

2. Prior to October 1, 2013, Windsor Regional Hospital (WRH) operated an acute care facility (at the “Metropolitan” or “Met” campus), and provided continuing care and other services at another site (the “Tayfour” campus). Meanwhile, Hotel-Dieu Grace Hospital (HDGH) in Windsor operated an acute care facility (at the “Ouelette” campus).

3. Effective October 1, 2013 WRH essentially assumed responsibility of the Met and Ouelette campuses, providing all acute care and other services. HDGH essentially assumed responsibility of the Tayfour campus, providing chronic care and certain other services. The amalgamation resulted in the transfer of approximately 1,800 employees to WRH from HDGH, and the transfer of approximately 1,000 employees to HDGH from WRH.

4. Now, WRH, the Employer, is a fully accredited hospital that provides all acute care services to the citizens of the City of Windsor with a population of 210,875 residents. The Employer has 469 acute beds and experienced 120,677 emergency visits, 192,155 inpatient days and 307,570 outpatients’ visits during the 2015-16 fiscal year. It operates two campuses, Metropolitan and Ouellette, and provides a range of medical services including cardiac care, complex trauma, emergency services, family birthing, intensive care, neonatal intensive care, pediatric services, regional cancer services, renal dialysis, stroke and neurosurgery and surgery.

5. The Employer’s new bargaining unit is a result of rulings by the Ontario Labour Relations Board under the *Public Sector Labour Relations Transition Act (PSLRTA)*, and is an amalgamation of the classifications from six pre-October 2013 bargaining units, two from

WRH and four from HDGH. The 627 members of this bargaining unit were previously members of OPSEU Local 142 (Hotel Dieu Grace Hospital), OPSEU Local 143 (Windsor Regional Hospital), UNIFOR Local 2458 Pharmacy Tech Unit (Hotel Dieu Grace Healthcare), and UNIFOR Local 2458 Laboratory and Radiological Unit (Windsor Regional Hospital). This bargaining unit also includes members that were previously non-union employees of Hotel Dieu Grace Healthcare who had recently been certified by UNIFOR, but for whom no collective agreement had been negotiated at the time of realignment. These include pharmacists, clinical pharmacy specialists, occupational therapists, physiotherapists and speech pathologists. Slightly over half the members of this bargaining unit are full-time.

6. On March 17, 2014, OPSEU gave the Employer notice to bargain a new collective agreement for this bargaining unit. The parties met to bargain a number of times commencing on November 24, 2014, and a no board Report was issued on July 22, 2015.

II. ISSUES IN DISPUTE

7. The parties have agreed on a number of items, including the term of the collective agreement. However, a number of issues remain outstanding. They are as follows:

- a. Sick Leave
- b. Hours of Work/Overtime
- c. Vacations
- d. Benefits
- e. Classifications and Wages
- f. Part-time Employees
- g. Casual Employees
- h. Professional Responsibility
- i. Retroactivity
- j. Letters of Understanding

III. AWARD

8. In determining the outstanding issues, we have considered all relevant factors, including those identified in Section 9(1.1) of *HLDA*.

9. With these general principles in mind, we direct the parties to enter into a first collective agreement for a two-year term from April 1, 2014 to March 31, 2016. The collective agreement shall include all of the following:

- a. All terms upon which the parties have agreed.
- b. Sick Leave - The Board awards the following language for inclusion in the Collective Agreement. [All awarded language is noted in italics.]

Article 16 – SICK LEAVE

16.04 A

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

16.04 B Doctor Certificate

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

- c. Hours of Work and Overtime: The Board awards the following language for inclusion in the Collective Agreement.

Article 18 – HOURS OF WORK/OVERTIME

18.04(c) Effective on the date of this Award, in the event that the Hospital fails to schedule sixteen (16) consecutive hours off between tours of duty, any employee so affected will in such event, be paid premium pay calculated at the rate of one and one-half (1.5) time her regular straight time rate of pay for the number of hours difference between sixteen (16) and the actual number of consecutive hours off. The parties recognize however, that there is more than one (1) starting time on the second shift (day shift) and if an employee is scheduled to work on a second starting time which is on the day shift, this allows for fourteen (14) hours or more off between shifts, the preceding premium pay provisions in this sub-article shall not apply. In addition, for clarity, this sub-article does not apply:

- (i) where an employee elects to work additional unscheduled hours made available by the Hospital; or*
- (ii) where the hours are worked at the employee's request or agreement, or in order to accommodate a trade in shifts between employees, or in an emergency situation beyond the control of the Hospital.*

- d. Vacation – The Board awards the following language for inclusion in the Collective Agreement. We note that the revised vacation entitlement language will take effect on May 1, 2017, which coincides with the start of the Hospital's next vacation entitlement year. This phase in period will allow for more certainty in vacation scheduling practices. Nevertheless, the adoption of the new part time employee service equivalence provisions in 20.02(b) shall take effect upon the date of this Award, allowing affected employees to accrue service under these new provisions immediately.

Article 20 — VACATIONS WITH PAY

20.01 As signed off by the parties on March 31, 2015

20.02 (a) (Applicable to full-time employees)

Effective May 1, 2017, employees who have completed less than one (1) year of continuous service as of April 30th shall be entitled to a vacation on the basis of 1.25 days per month for each completed month of service with pay in the amount of six (6%) percent of gross earnings.

Full-time employees shall receive with pay:

3 weeks vacation after 1 year of continuous service;

4 weeks vacation after 3 years of continuous service;

5 weeks vacation after 13 years of continuous service;

6 weeks vacation after 22 years of continuous service;

7 weeks vacation after 28 years of continuous service.

20.02 (b) (Applicable to regular part-time employees only)

Effective May 1, 2017, all regular part-time employees shall be entitled to vacation pay based upon an applicable percentage provided in accordance with vacation entitlement of full-time employees of the gross salary for work performed in the preceding year. Equivalent years of service shall be used to determine vacation pay entitlement. Effective upon the date of this Award, equivalent years of service shall be calculated on the basis of one (1) year of service for each 1650 hours worked. Employees will receive their vacation pay in a lump sum on the first pay in June of each year.

<i>less than 3 weeks vacation entitlement</i>	<i>4% of gross salary for work performed</i>
<i>3 weeks vacation entitlement</i>	<i>6% of gross salary for work performed</i>
<i>4 weeks vacation entitlement</i>	<i>8% of gross salary for work performed</i>
<i>5 weeks vacation entitlement</i>	<i>10% of gross salary for work performed</i>
<i>6 weeks vacation entitlement</i>	<i>12% of gross salary for work performed</i>
<i>7 weeks vacation entitlement</i>	<i>14% of gross salary for work performed</i>

20.02 (c) Transitional Provisions

(i) Any employee whose vacation entitlement exceeds that to which she is entitled under Article 20.02(a) or 20.02(b) shall have her existing vacation entitlement maintained until such time as her accumulated service results in an increase in her vacation entitlement under those same Articles.

(ii) Any employee whose vacation entitlement under Article 20.02(a) or 20.02(b) exceeds her accrued vacation pay shall be entitled to her vacation entitlement as set out in Article 20.02(a) or 20.02(b) but shall not receive an increase to

his or her accrued vacation pay. Such an employee shall be permitted to take any excess vacation time as unpaid.

(iii) Prior to the date of this Award, for the purpose of establishing equivalent years of service under Article 20.02(b), current employees' service under the collective agreement between CAW-Canada, Local 2458 and Windsor Regional Hospital, the collective agreement between OPSEU, Local 143 and Windsor Regional Hospital, or the collective agreement between CAW-Canada, Local 2458 and Hotel Dieu Grace Hospital will be calculated on the basis set out in such collective agreement.

(iv) Prior to the date of this Award, for the purpose of establishing equivalent years of service under Article 20.02(b), current employees' service under the terms and conditions of employment of those employees at Hotel Dieu Grace Hospital in the bargaining units represented by CAW-Canada and certified by the Ontario Labour Relations Board on June 28, 2013 and July 12, 2013 will be calculated on the basis set out in such terms and conditions of employment.

20.03 Effective upon the date of this Award, "Continuous Service," in this Article, shall be defined as the working of 1650 hours exclusive of the daily one-half (1/2) hour lunch period, in each year, calculated as follows:

- (i) All time worked;*
- (ii) Absence due to bereavement leave or approved leave of absence to a maximum of four (4) weeks;*
- (iii) Absence because of illness or injury not to exceed the employee's accumulation under Article 16 of this Agreement at the time of calculating the vacation pay;*
- (iv) Absence during a pregnancy leave or parental leave on the basis of seniority accrual during such leave in accordance with Article 14.03 (c)(v) of this Agreement;*
- (v) Vacation and paid holidays;*

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

20.04 Article 20.09 as signed off by the parties on March 31, 2015

20.05 Article 20.10 as signed off by the parties on March 31, 2015

20.06 Article 20.11 as signed off by the parties on March 31, 2015

20.07 Article 20.12 as signed off by the parties on March 31, 2015

20.08 Article 20.13 as signed off by the parties on March 31, 2015

20.09 Article 20.14 as signed off by the parties on March 31, 2015

- e. Benefits – While we have awarded the language below, we also note the Hospital will fulfill its obligations under Article 16.12 of the collective agreement between the Windsor Regional Hospital and Unifor, Local 2458 with respect to any employee elections received thereunder by November 20, 2016.

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

Effective on the first day of the month following the date of this Award, the Hospital will assume the responsibility of paying on behalf, of each eligible full-time employee, One Hundred percent (100%) of the premium cost of the Desjardins Financial Life Insurance Plan or its equivalent. Such plan provides coverage up to two times a full-time employee's annual salary calculated to the nearest Five Hundred Dollars (\$500.00). Such plan also permits a full-time employee to add insurance on his or her spouse at the employee's expense.

21.03 Extended Health/Drug Plan

Effective on the first day of the month following the date of this Award, the Hospital will assume the responsibility of paying, on behalf of each eligible full-time employee, One Hundred percent (100%) of the billed premium under the Green Shield Extended Health Care Plan (\$10 single/\$20 family deductible with a \$1.00 employee drug co-pay), which includes mandatory generic drug substitution unless there is a documented adverse reaction. There is a dispensing fee cap of \$9.00 per prescription. Items under the OTC part of the plan must have a Drug Identification Number (DIN) in order to be covered and a prescription. The Plan also includes Chiropractic to a maximum of \$300 per insured person annually. The Plan also includes Massage Therapy to a maximum of \$300 per insured person annually, requiring a prescription from a medical doctor or nurse practitioner unless there has been a prior claim made within the previous 12 months.

21.04 Dental Plan

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

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

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

21.05 Semi-Private Hospitalization

Effective on the first day of the month following the date of this Award, the Hospital will assume the responsibility of paying, on behalf of eligible full-time employees, One Hundred percent (100%) of the billed premium for semi-private hospitalization under the Green Shield Plan.

21.06 Audio Plan

Effective on the first day of the month following the date of this Award, the Hospital will assume responsibility for paying, on behalf of eligible full-time employees, One Hundred percent (100%) of the billed premium for the Green Shield Audio Plan.

21.07 Vision Care Plan

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

21.08 Out of Province Coverage

Effective on the first day of the month following the date of this Award, the Hospital will assume the responsibility of paying, on behalf of eligible full-time employees, One Hundred percent (100%) of the billed premiums for the Green Shield Out of Province Medical Expenses Plan, providing full travel assistance including repatriation. Major medical expenses incurred out of Province are subject to an overall lifetime maximum of One Million Dollars (\$1,000,000.00) per person.

21.09 Change of Benefit Carrier

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

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

21.10 Premiums Paid During Illness

Effective on the date of this Award:

(a) In the event of a full-time employee being absent from work due to illness or injury, the Hospital will continue to pay their share of the premiums for the benefit plans, listed above, while the employee is on sick leave (including the Unemployment Insurance period) or on long term disability to a maximum of twenty-four (24) months from the time the absence commenced. During this said period of twenty-four (24) months, the full-time employee's share of the said premiums, while absent as aforesaid, will be deducted from the full-time employee's sick pay while she is in receipt of same and upon sick pay being exhausted, such share will be deducted from her first pay upon her return to work, and in the event that she does not return to work, the full-time employee's share of the said premiums, may be deducted from any monies owing to the said full-time employee.

(b) In the event a part-time employee, or her eligible dependent, suffers a life threatening illness or disease, the Hospital may, at its discretion, allow the part-time employee the opportunity to self pay the full monthly premium for prescription drug benefits covered under Article 21.03 for the duration of such illness or disease.

21.11 Medical Plans While On Lay-Off or On Leave of Absence

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

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

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

21.12 Retiree Benefits

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

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

21.13 Employment Insurance Premium Reduction

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

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

21.14 Same Sex Coverage

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

21.15 Benefits Age 65 and Older

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

- f. Classifications and Wages: The parties have made considerable progress in agreeing to a single job classification grid and pay schedule. However, some disputes remained as to the proper wage grid or application of retroactivity to the wage grids.

The Board awards the classification and wage grid attached as “Schedule A”. For the purpose of progression on the wage grid, effective April 1, 2014, employees shall be moved to the same step on the new wage grid as he or she occupied on the predecessor grid (i.e. a 3-year employee will go to the third year on the new grid). Effective April 1, 2014, part time employees will continue to advance on the wage grid based on the process set out in his or her predecessor collective agreement. Effective the date of this Award, wage progressions for part time employees shall be based on rate of 1650 hours, as agreed by the parties in Article 14.03(b)(ii). This Award will result in a number of employees receiving increases to the rate of pay they currently enjoy over and above any general wage increase awarded to all wage classifications. Should this Award result in any employee being subject to a lower rate of pay on this new grid than they currently enjoy, the Board orders that the Hospital “red circle” such employee at his or her existing rate until such time as his or her progression on the new grid results in an increase in rate of pay for that employee. Red circled employees who transfer to a different job classification will not continue to be red circled and will move to the appropriate step on the grid for that classification.

With respect to the Registered Pharmacy Technician classification, the Board orders the adoption of the wage grid set out in “Schedule A”. In so doing, the Board orders that the “Tech Check” premium awarded to employees who have completed the Hospital’s required training be administered as a premium on hours worked, as set out in the Letter of Understanding attached to this Award. All trained employees shall receive the “Tech Check” premium, pursuant to the terms of the Letter of Understanding, effective the date of this Award.

With respect to the Pathologist Assistant classification, the Board awards the wage grid set out in “Schedule A”. As Pathology Assistants were found only in the WRH Allied Health Agreement, this is not a collective agreement harmonization issue. It does, none the less, result in a significant increase in wage rates for Pathologist Assistants that will be enjoyed on a go-forward basis. For this reason, it is ordered that the change in wage rate for Pathologist Assistants be effective upon the date of this Award.

With respect to employees formerly occupying a “Lead” or “Senior” role, the Board awards the new Lead classifications set out in “Schedule A”. These classifications

are set with a single wage rate equal to 8% above the top wage rate of the applicable discipline's classification. In establishing the new Lead classifications, the Board orders the elimination of all Responsibility Pay, advanced certification and other related stipends currently provided to employees occupying a Lead classification.

With respect to employees formerly occupying a "Graduate" role (i.e. an employee who has completed their academic training and is awaiting licensing), the Board awards the new Non-Registered classifications set out in "Schedule A". These classifications are set with a single wage rate equal to 8% below the starting wage rate of the applicable discipline's classification. The Board orders that the new Non-Registered classifications be effective on the date of this Award.

The Parties are directed to meet to discuss any anomalies which may arise regarding the initial placement of employees on Schedule "A".

Except as indicated above, the Board awards the following wage increases:

- (a) On April 1, 2014, an increase of 1.4% to the wage rates set out in the new grid attached hereto as "Schedule A"; and
- (b) On April 1, 2015, a further increase of 1.4% to wage rates.

The Board awards the following language for inclusion in the Collective Agreement.

Article 25 – OCCUPATIONAL CLASSIFICATIONS AND WAGES

25.01 Occupational classifications and wage rates are set out in Schedule "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 Schedule "A" of this Agreement. In the event a formal protest is made by the Union, the parties shall arrange for a meeting for the purpose of

endeavouring to resolve any difference. If such difference between the parties is not resolved by this means, then the Employer's decision shall stand for the purpose of continuing to have the work performed and the dispute shall be submitted to the Grievance Procedure at Step 3.

25.03 A Stand-By Pay

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

For purposes of Article 18.02 and 18.03, a weekend on which an employee is required to standby or remain available for call-back duty or telephone consultation is not a weekend "off", a weekend on which an employee is scheduled to standby or remain available for call-back duty or telephone consultation is not a weekend "scheduled off", and a weekend on which an employee is required or scheduled to standby or remain available for call-back duty or telephone consultation but is neither called back nor consulted by telephone is not a weekend "worked".

25.03 B Telephone Consultation

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

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

and

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

at time and one-half times (1.5) her regular straight time hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a continuation of that earlier call.

25.03 C Responsibility Pay

Effective on the date of this award, where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, she shall be paid a premium of \$1.40 per hour for the duration of the assignment.

The Board orders that the above Responsibility Pay provision be included in the collective agreement between the parties. In ordering this premium, the Board eliminates all other premiums and stipends paid under a predecessor collective agreement, such as payment for advanced certification, effective the date of this Award. For greater certainty, this order has no impact on the application or payment of premiums provided for under this new collective agreement, including but not limited to Responsibility Pay, Overtime Pay, Shift Premiums, etc.

25.04 Callback

Effective on the date of this Award, an employee who is called to work after leaving the Hospital premises and outside of her regular scheduled hours, shall be paid a minimum of no less than four (4) hours' pay at time and one-half (1.5) her regular straight time hourly rate for work performed on each call-back, and such employees will not leave the Hospital without obtaining a written release from the supervisor on duty.

In the event that the four (4) hour periods for successive call-backs overlap, however, the employee will not be entitled to more than time and one-half (1.5) her regular straight time hourly rate in respect to the period(s) of overlap.

In the event that such four (4) hour period overlaps and extends into her regular shift she will receive the four (4) hour guarantee payment at time and one half (1.5) and her regular hourly rate for the remaining hours of her regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on Standby arrangement with the Hospital.

Employees called to work under this Article 25.04 shall be paid transportation allowance under Article 24.01 for the use of an automobile, or the employer will reimburse the employee for taxi fare. In the case of taxi fare such reimbursement to be within City limits.

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

For purposes of clarification, Article 25.04 does not apply to prescheduled hours of work. Article 25.04 does not apply where the employee elects to work additional unscheduled hours made available by the Hospital.

25.05 Shift and Weekend Premiums

Effective on date of this Award, the Employer will pay to employees in the bargaining unit an afternoon shift premium of \$1.80 per hour, a night shift

premium of \$2.20 per hour, and a weekend shift premium of \$2.35 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 11:00 a.m. It is understood that the 11:00 a.m. to 7:00 p.m. shift is an afternoon shift. The night shift premium shall apply whenever 50% or more hours worked on such shift falls between 11:00 p.m. and 7:00 a.m. The weekend shift premium shall apply from Friday midnight to Sunday midnight. If an employee is in receipt of premium payment at the rate of time and one-half (1.5) or greater pursuant to a scheduling regulation for weekend work, she will not receive weekend premium under this provision.

25.06 Related Experience

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

Effective on the date of this Award, recent related experience will be credited with one (1) increment on the salary scale for every year of recent-related full-time experience. A year of recent related experience equals 1950 hours worked.

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

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

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

- g. Part-time Employees – The Board awards the following language for inclusion in the Collective Agreement.

Article 26 – PART-TIME EMPLOYEES

26.01 (a) Commencing the first of the month following or coincident with the completion of three (3) months of continuous employment, a part-time Employee shall receive in lieu of all fringe benefits (being those benefits to an Employee, paid in whole or part by the Hospital, as part of direct compensation or otherwise, including holiday pay, benefits as outlined in Article 21 and pension, save and except salary, SUB plan and vacation pay) an amount equal to fourteen (14%) percent of his regular straight time hourly rate for all straight time hours paid.

(b) Notwithstanding 26.02(a) above, part time employees are entitled to participate in the Hospitals of Ontario Pension Plan ("HOOPP"). For part time

employees who are members of HOOPP, the percentage in lieu of benefits outlined in paragraph (a) above will be reduced twelve (12%) percent

(c) It is understood and agreed that the employee's hourly rate (or straight time hourly rate) in this Agreement does not include the percentage in lieu of benefit payment as applicable which is paid in lieu of fringe benefits. Accordingly the applicable percentage in lieu of benefits payment in lieu of fringe benefits will not be included for the purpose of computing any premium or overtime payments.

- h. Casual Employees - The Board awards the following language for inclusion in the Collective Agreement.

Article 27 - CASUAL EMPLOYEE ENTITLEMENTS

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

- i. Professional Responsibility – The Board awards the following language for inclusion in the Collective Agreement.

Article 32 – PROFESSIONAL RESPONSIBILITY

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

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

- j. Retroactivity – All wage increases, including harmonization, shall be retroactive to April 1, 2014, with the exception of the Pathologist Assistant classification and the new Non-Registered classifications, which shall be effective the date of this Award, and not subject to wage retroactivity.

Furthermore, any “Tech Check” premium received by an employee in the Registered Pharmacy Technician classification formerly under the collective

agreement between Hotel Dieu Grace Hospital and Unifor, Local 2458 or any Responsibility Pay received by a Lead or Senior employee during the period of retroactivity shall be deemed to be part of the employee's wages for the purpose of calculating wage retroactivity.

Retroactivity on wages only will be for all current and previous employees and will be paid within four (4) pay periods of the date of this award.

Unless otherwise stated herein, all other provisions are to be effective the date of this Award.

The Board awards the following language for inclusion in the Collective Agreement:

Article 33 – RETROACTIVITY OF WAGES

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

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

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

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

- k. Letters of Understanding –Letters of Understanding on Pay Equity and the “Tech Check” premium remain outstanding. The Board orders that the Letters of Understanding attached to this Award be adopted.

10. The Board remains seized in accordance with subsection 9(2) of *HLDA* until a collective agreement has been signed by the parties.

Dated this 5th day of February, 2017.



JASBIR PARMAR, Chair

"Larry Robbins"

LARRY ROBBINS, Union Nominee

"Michael Riddell"

MICHAEL RIDDELL - Employer Nominee

Letter of Understanding
between

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

and

The Ontario Public Services Employees' Union (OPSEU), Local 101
(hereinafter referred to as "the Union")

Pay Equity

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

Agreed this _____ day of November 2016 at Windsor, Ontario

FOR THE HOSPITAL:

FOR THE UNION:

Letter of Understanding
between

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

and

The Ontario Public Services Employees' Union (OPSEU), Local 101
(hereinafter referred to as "the Union")

Tech Check Program

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

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

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

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

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

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

FOR THE HOSPITAL:

FOR THE UNION:

Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Discharge Planner	29.57	30.73	32.31	33.96	35.57	37.57	39.57	41.60	44.46	
Infant Hearing/Screening	20.41	21.18	21.95	22.72	23.50					
Kinesiologist	31.05	32.74	34.46	36.16	37.86	39.57				
Learning Consultant	33.30	34.78	36.25	37.72	39.19					
Laboratory Assistant	24.19	25.12	26.03	26.96	27.87					
Medical Radiation Technologist (X-Ray & CT)	29.20	30.35	31.61	32.87	34.12	35.39	36.64	37.89	39.17	
Lead Medical Radiation Technologist	42.30									
Medical Laboratory Technologist	29.20	30.35	31.61	32.87	34.12	35.39	36.64	37.89	39.17	
Lead Medical Laboratory Technologist	42.30									
Registered MRI Technologist	29.20	30.35	31.61	32.87	34.12	35.39	36.64	37.89	40.34	
Lead MRI Technologist	43.57									
Registered Ultrasound Technologist	29.20	30.35	31.61	32.87	34.12	35.39	36.64	37.89	40.34	
Lead Ultrasound Technologist	43.57									
Non-Registered Ultrasound Technologist	26.86									
Ultrasound Tech Aide	24.19	25.16	26.03	26.96	27.87					
Cardiac Device Technologist	29.20	30.35	31.61	32.87	34.12	35.39	36.64	37.89	40.34	

Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Clinical Instructor	29.49	30.82	32.17	33.50	34.84	36.18	37.50	38.85	40.16	41.51
Multi Media Specialist	26.91	27.93	28.94	29.99	30.99					
Nuclear Medicine Technologist	29.20	30.35	31.61	32.87	34.12	35.39	36.64	37.89	40.34	
Lead Nuclear Medicine Technologist	43.57									
Non-Registered Nuclear Medicine Technologist	26.86									
Radio Isotope Technician	26.91	27.93	28.93	29.99	30.99					
Registered Occupational Therapist/Physiotherapist	36.30	37.58	38.86	40.16	41.43	42.71				
Lead Occupational Therapist/Physiotherapist	46.13									
Non-Registered Occupational Therapist/Physiotherapist	33.40									
Ortho Tech	26.91	27.93	28.94	29.99	30.99					
Pathologist Assistant	36.41	37.85	39.30	40.75	42.22	43.63	46.47			
Pharmacist	48.63	49.91	51.19	52.47						
Clinical Pharmacy Specialist	51.67	53.14	54.61	56.09						
Pharmacy Intern, Graduate (Non-Registered)	44.74									
Registered Pharmacy Technician	24.18	25.12	26.03	26.96	27.87					

Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Psychologist	48.78	51.45	54.12	56.81	59.48	62.16				
Psychometrist	31.05	32.74	34.46	36.16	37.86	39.57				
Pulmonary Function Tech	24.42	25.27	26.13	27.00	27.85					
Respiratory Therapist	29.20	30.35	31.61	32.87	34.12	35.39	36.64	37.89	40.34	
Non-Registered Respiratory Therapist	26.86									
Polysomnographic Technologist	31.52	32.64	33.75	34.86	35.97	37.08	38.17	39.26	41.66	
Cyto Tech	29.20	30.35	31.61	32.87	34.12	35.39	36.64	37.89	39.17	
Speech Therapist	35.42	37.36	39.29	41.26	43.18	45.12				
Non-Registered Speech Therapist	32.59									
BSW	31.05	32.74	34.46	36.16	37.86	39.56				
MSW	35.42	37.35	39.29	41.25	43.18	45.12				
Mental Health Counsellor	23.19	24.12	25.05	25.98	26.90	27.83				