

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**LAKE OF THE WOODS DISTRICT HOSPITAL**  
(hereinafter called the "Hospital")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3634**  
(hereinafter called the "Union")  
FULL-TIME PARAMEDICAL UNIT

Expires: **September 28, 2023**

## Table of Contents

ARTICLE 1 - PREAMBLE/RECOGNITION .....	5
1.01 Preamble .....	5
1.02 Recognition.....	5
ARTICLE 2 - DEFINITIONS.....	5
2.01 Temporary Employees .....	5
2.02 Employee .....	6
2.03 Steward .....	6
2.04 Administrator .....	6
2.05 Full-Time Employee.....	6
2.06 Regular Straight Time Rate of Pay .....	6
ARTICLE 3 - RELATIONSHIPS .....	6
3.01 Management Rights .....	6
3.02 .....	6
3.03 No Discrimination.....	7
3.04 Attendance Management.....	7
ARTICLE 4 - STRIKES AND LOCKOUTS.....	7
4.01 Strikes and Lockouts .....	7
ARTICLE 5 - UNION SECURITY .....	7
5.01 T-4 Slips.....	7
5.02 Notification to Union.....	7
5.03 Employee Interview .....	8
5.04 No Other Agreements .....	8
5.05 Dues Deduction and Remittance and Dues List .....	8
5.06 Correspondence .....	8
5.07 General .....	8
ARTICLE 6 - UNION PRESENTATION AND COMMITTEES .....	9
6.01 Union Activity on Premises and/or Access to Premises .....	9
6.02 Labour-Management Committee .....	9
6.03 Local Negotiating Committee.....	9
6.04 Union Stewards .....	9
6.05 Grievance Committee.....	10
6.06 Fiscal Advisory Committee .....	10
6.07 Bulletin Boards.....	10
6.08 General .....	11
ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE .....	11
ARTICLE 8 - ACCESS TO FILES .....	13
8.01 Access to Personnel File.....	13
8.02 Clearing of Record .....	13
8.03 Reprimands.....	13
ARTICLE 9 - SENIORITY .....	13
9.01 Probationary Period .....	13
9.02 Definition of Seniority .....	14
9.03 Seniority Lists .....	14
9.04 Loss of Seniority .....	14

9.05	Effect of Absence .....	15
9.06	Job Posting .....	15
9.07	Temporary Vacancies .....	16
9.08	Trial Period.....	16
9.09	Transfer and Seniority Outside the Bargaining Unit.....	16
9.10(A)	Transfer of Seniority and Service .....	17
9.10(B)	Portability of Service .....	17
9.10(C)	Transformation in Health Care .....	17
9.11(A)	Notice and Redeployment Committee .....	17
9.11(B)	Retirement Allowance .....	20
9.11(C)	Voluntary Exit Option .....	20
9.12	Lay-off and Recall .....	20
9.13	Benefits on Lay-Off .....	22
9.14	Retraining .....	22
9.15	Separation Allowances .....	23
9.16	Technological Change .....	23
9.17	Notice of Termination .....	23
9.18	Workloads .....	24
ARTICLE 10	- CONTRACTING OUT .....	24
10.01	Contracting Out .....	24
10.02	Contracting Out .....	24
10.03	Contracting In .....	24
ARTICLE 11	- WORK OF THE BARGAINING UNIT .....	25
11.01	Work of the Bargaining Unit .....	25
11.02	Volunteers .....	25
ARTICLE 12	- LEAVES OF ABSENCE .....	25
12.01	Personal Leave .....	25
12.02	Union Business .....	25
12.03	Bereavement Leave .....	26
12.04	Jury and Witness Duty .....	27
12.05	Pregnancy Leave .....	27
12.06	Parental Leave .....	27
12.07(A)	In-Service Training .....	30
12.07(B)	Education Leave .....	30
12.08	Travel Days .....	30
12.09	Pre-Paid Leave Plan .....	31
12.10	Medical Care and Emergency Leave .....	32
12.11	Compassionate Care Leave .....	33
ARTICLE 13	- SICK LEAVE, INJURY AND DISABILITY .....	33
13.01	HOODIP .....	33
13.02	Injury Pay .....	34
13.03	Payment Pending Determination of WSIB Claims .....	34
13.04	Sick Leave Administration .....	34
13.05	Medical Examinations .....	34
ARTICLE 14	- HOURS OF WORK .....	34
14.01	Daily and Weekly Hours of Work .....	34
14.02	Rest Periods .....	35
14.03	Additional Rest Periods .....	35

14.04	Flexible Hours .....	35
14.05	Scheduling .....	35
ARTICLE 15	- PREMIUM PAYMENT .....	36
15.01	Definition of Regular Straight Time Rate of Pay .....	36
15.02	Definition of Overtime .....	36
15.03	Overtime Premium .....	36
15.04	Time Off in Lieu of Overtime .....	36
15.05	Reporting Pay .....	36
15.06	Call-In .....	36
15.07	Standby .....	37
15.08	Temporary Transfer .....	37
15.09	Shift Premium and Weekend Premium .....	37
15.10	Sharing of Overtime .....	37
15.11	On-the-Job Training .....	37
ARTICLE 16	- HOLIDAYS .....	38
16.01	Number of Holidays .....	38
16.02	Definition of Holiday Pay and Qualifiers .....	38
16.03	Qualifications for Holiday Pay .....	38
16.04	Forfeiture of Pay .....	38
16.05	Holiday on Day Off/Vacation .....	38
16.06	Holiday on Work Day .....	38
ARTICLE 17	- VACATIONS .....	39
17.01	.....	39
17.02	.....	39
17.03	.....	40
17.04	.....	40
17.05	.....	40
17.06	Work During Vacation .....	40
17.07	Illness During Vacation .....	40
17.08	.....	40
17.09	Unbroken Vacation Period .....	40
17.10	Bereavement During Vacation .....	40
ARTICLE 18	- HEALTH & WELFARE .....	41
18.01	Insured Benefits .....	41
18.02	Change of Carrier .....	42
18.03	Pension .....	42
18.04	.....	42
18.05	Union Education .....	42
ARTICLE 19	- HEALTH AND SAFETY .....	42
19.01	Joint Health and Safety Committee .....	42
19.02	Influenza Vaccination .....	43
19.03	Workers Killed or Injured on the Job .....	44
19.04	Violence .....	44
ARTICLE 20	- COMPENSATION .....	45
20.01(a)	Job Classification.....	45
20.01(b)	Job Descriptions.....	45
20.02	Promotion to a Higher Classification .....	45
20.03	Wages and Classification Premiums .....	46

20.04	Pay Days .....	46
20.05	No Elimination .....	46
ARTICLE 21 - DURATION .....		46
21.01	Term.....	46
21.02	Retroactivity .....	46
21.03	Central Bargaining.....	46
<b>Extended Tour Addendum - Amendments to the Collective Agreement.....</b>		<b>48</b>
<b>SCHEDULE 'A' - WAGE GRID .....</b>		<b>51</b>
<b>LETTER OF UNDERSTANDING RE: Work of the Bargaining Unit - Clarification....</b>		<b>65</b>
<b>LETTER OF UNDERSTANDING RE: Commitment to Equity, Diversity and Inclusivity</b>		<b>66</b>
<b>APPENDIX A - Workload Complaint Form .....</b>		<b>67</b>

## **ARTICLE 1 - PREAMBLE/RECOGNITION**

### **1.01 Preamble**

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Hospital and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Hospital and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Hospital to secure the best possible care and health protection for patients.

### **1.02 Recognition**

The Hospital recognizes the Union as the sole exclusive Bargaining Agent of all full-time paramedical employees employed by the Lake of the Woods District Hospital in Kenora, save and except supervisors, persons above the rank of supervisor, persons regularly employed for not more than twenty-four (24) hours per week, and students employed during the school vacation period, persons employed in the Integrated Services for Northern Children program, and employees in bargaining units for whom any trade union holds bargaining rights.

## **ARTICLE 2 - DEFINITIONS**

### **2.01 Temporary Employees**

- a) (i) A Temporary Employee is an employee who is employed for a term not exceeding six (6) months. This term may be extended a further six (6) months on mutual agreement of the Union, Employee and Hospital.
- (ii) Temporary vacancies need not be posted.
- b) Temporary Employees shall only be employed:
  - (i) to fill vacancies within the bargaining unit caused by absence due to illness, accident, leaves of absences and vacation.
  - (ii) to perform a special non-recurring task.
- c) Temporary Employees will be paid wages in accordance with the wage schedule, and will receive statutory holidays and vacation in accordance with the Collective Agreement (Article 16 & 17).
- d) The release or discharge of Temporary Employees shall not be the subject of a grievance or arbitration. The release or discharge of such persons shall be a lesser standard for the purposes of S. 43(1.2) of the Labour Relations Act.
- e) This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed their probation period will be credited with the appropriate seniority.
- f) The Hospital will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

2.02 Employee

"Employee" shall include only such persons coming within the scope of the Bargaining Unit described in Article "22", Local Appendix.

2.03 Steward

"Steward" shall mean an employee of the Hospital, duly accredited as such, by the Union.

2.04 Administrator

"Administrator" shall mean the Executive Director of the Lake of the Woods District Hospital.

2.05 Full-Time Employee

"Full-time" employee is one who is employed on a permanent basis and who is scheduled to work the normal hours per week as specified in this Collective Agreement.

2.06 Regular Straight Time Rate of Pay

The "regular straight time rate of pay" is that prescribed in wage Schedule "A" of the Collective Agreement.

**ARTICLE 3 - RELATIONSHIPS**

3.01 Management Rights

Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority of management are retained by the Hospital and remain exclusively and without limitation within the rights of management.

3.02 Without limiting the generality of the foregoing, the Hospital's rights include:

- a) the right to maintain order, discipline and efficiency and in connection herewith, to make, alter and enforce from time to time, rules and regulations, policies, and practices to be observed by its employees and the right to discipline or dismiss employees for just cause;
- b) the direction of the working forces: the right to plan, direct and control the operation of the Hospital; the right to introduce new and improved methods, facilities and equipment, the right to determine the amount of supervision necessary, combining or splitting up departments, work schedules, establishment of standards and quality of care, the determination of the extent to which the Hospital will be operated and the increase or decrease in employment;
- c) the right to select, hire, transfer, assign to shift, promote, demote, classify, lay-off, recall employees, and also to select employees for positions not covered by this Agreement; and
- d) the right to generally operate the Hospital in a manner consistent with the obligations of the Hospital to the general public in the community served.

The Hospital agrees that in exercising its rights, as enumerated above, it will not be in a manner inconsistent with the provisions of this Agreement.

### 3.03 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any employee by the Union or the Hospital by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap or sexual orientation. The Hospital and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of their activity or lack of activity in the Union.

The Union shall be provided a copy of any written notice provided to an employee that they may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism.

### 3.04 Attendance Management

Days of absence arising out of a medically established serious chronic condition, an ongoing course of treatment, a catastrophic event, absence for which WSIB benefits are payable, medically necessary surgical interventions, or days where the employee is asymptomatic and is under a doctor's care from the commencement of symptoms for a confirmed communicable disease (and has provided medical substantiation of such symptoms), but is required to be absent under the Hospital or public health authority protocol, will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

Leaves covered under the Employment Standards Act, and leaves under Article 12 will not be counted for the purposes of being placed on, or progressing through, the steps of an attendance management program.

## **ARTICLE 4 - STRIKES AND LOCKOUTS**

### 4.01 Strikes and Lockouts

The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given to them in the *Ontario Labour Relations Act*.

## **ARTICLE 5 - UNION SECURITY**

### 5.01 T-4 Slips

The Hospital will provide each employee with a T-4 supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the Hospital's payroll system.

### 5.02 Notification to Union

- a) The Hospital will provide the Union with a list, monthly, of all hirings, lay-offs recalls and positions which have been vacated within the bargaining unit, where such information is available or becomes readily available through the Hospital's payroll system.
- b) The Hospital will provide the Union with the current mailing address, personal email if available and phone number(s) it has on record of all members of the bargaining unit twice a year in electronic form.

5.03 Employee Interview

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

5.04 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Hospital or its representative(s) which conflicts with the terms of this Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Hospital without proper authorization from the Union.

5.05 Dues Deduction and Remittance and Dues List

- a) The employees covered by this Agreement shall sign a Dues Authorization form at the time of hiring in the Human Resources Office and the Hospital agrees to deduct from the earnings of each employee any monthly dues, exclusive of special assessments, initiation fees, or special levies of any kind, levied in accordance with the Union Constitution and/or By-laws owing by them to the Union and the Union shall notify the Hospital as to the amount of the dues.
- b) Deductions shall be made from each pay and forwarded to the Secretary-Treasurer of the Union the month following the month in which the deduction was made on a date mutually agreed upon by both parties, accompanied by a list of the names and addresses of all employees from whom deductions have been made.
- c) The Union agrees to indemnify and save the Employer harmless with respect to all dues or their equivalent thereof so deducted and remitted and with respect to any claim or liability made against the Employer by any Employee or any group of Employees or any other person or party arising out of the deduction of Union dues or their equivalent as herein provided.

5.06 Correspondence

All correspondence between the parties arising out of this Agreement of incidental thereto, shall pass to and from the Administrator of the Hospital or their designate and the President of the Union or their designate.

5.07 General

- a) All employees in the bargaining unit shall become and remain members of the Union according to the constitution Bylaws of the Union.
- b) The Hospital recognizes that the employees covered by this Agreement shall have the right to participate in the activities of the Union outside of working hours. Such activities shall not take place during working hours without the special permission of the Hospital.

## **ARTICLE 6 - UNION REPRESENTATION AND COMMITTEES**

### **6.01 Union Activity on Premises and/or Access to Premises**

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on hospital premises or on hospital time without the prior approval of the Hospital, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

### **6.02 Labour-Management Committee**

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour -Management Committee Meeting during the term of this Agreement, the following shall apply:

- a) 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 prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.
- b) Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- c) It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.
- d) Where two (2) or more agreements exist between a Hospital and CUPE the Committee may be a joint one representing employees under both agreements, unless otherwise agreed.

### **6.03 Local Negotiating Committee**

- a) The Hospital agrees to recognize a Negotiating Committee comprised of hospital employee representatives of the Union for the purpose of negotiating a renewal agreement. The Hospital agrees to pay members of the Negotiating Committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. Nothing in this provision is intended to preclude the Union Negotiating Committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Hospital.
- b) The number of employees on the Negotiating Committee shall not exceed (3) three union members plus the President.
- c) When direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, the Hospital will endeavour to provide a one (1) day's leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business, but shall not be deducted from the Union entitlement under Article 12.02.

### **6.04 Union Stewards**

- a) The Hospital agrees to recognize four (4) Union Stewards to be elected or appointed from amongst employees in the Bargaining Unit who have completed their probationary period.

- b) Stewards are authorized to represent the Union in matters concerning the administration of the Collective Agreement.
- c) The Union shall keep the Hospital notified in writing of the names of Union Stewards appointed or selected under this Article as well as the effective date of their respective appointments.
- d) It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of their duties, a Union Steward is required to enter an area within the Hospital in which they are not originally employed, they shall report their presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such Steward shall again report to their immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during their regular scheduled working hours.
- e) The Chief Steward shall be one of the stewards referred to in Sub-subsection 6.04(1). A Chief Steward or designate may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.

#### 6.05 Grievance Committee

The Hospital will recognize a Grievance Committee composed of the Chief Steward and not more than two (2) employees selected by the Union who have completed their probationary period.

#### 6.06 Fiscal Advisory Committee

- a) The Union's representative(s) will be included in the consultation and planning process from the early phases of the budget planning process, through representation on the Fiscal Advisory Committee or equivalent committee, to its final stages of completion, to assist the Hospital minimizing layoffs or job loss, and in developing labour adjustment strategies where necessary, and in otherwise minimizing adverse effects on CUPE represented employees through program or service restructuring.
- b) Where the Hospital experiences unforeseen circumstances such that will necessitate changes to its budgetary plans which have been approved by the Ministry of Health or the Local Health Integration Network, the Hospital agrees that revisions to the budget will be carried out in consultation with the Union.
- c) In furtherance of the foregoing, and, where possible, in advance of any scheduled FAC or equivalent committee meeting, the Hospital agrees to provide to the Union in a timely way any financial and staffing information pertinent to its budget, or to any other re-structuring plan that would affect the Union's members.
- d) It is understood that employee time spent at FAC or equivalent committee meetings with the employer in pursuance of the above shall be deemed to be work time for which the employee shall be paid by the Hospital at their regular or premium rate as may be applicable.

#### 6.07 Bulletin Boards

The Hospital will provide a bulletin board, which will be available for the posting of notices affecting employees.

The Hospital may request to be furnished with copies of notices prior to their posting, and may require the Union and any employee to refrain from posting any notices which it considers objectionable.

6.08 General

The Union shall provide the Hospital with a list of elected Officers and Stewards, all of whom must have completed their probationary period. The Hospital will not be required to recognize any representative until the Union has notified the Hospital in writing, of the election and appointment of the representative.

**ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE**

- 7.01 "For purposes of this Agreement, a grievance is defined as a 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.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of their steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint. The grievor may have the assistance of a union steward if they so desire. Such complaint shall be discussed with their immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of their immediate supervisor's decision in the following manner and sequence:

**Step No. 1**

The employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to (designated by Hospital). The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Hospital may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. The (designate) will deliver their decision in writing within nine (9) calendar days following the day on which the grievance was presented to them. Failing settlement or response, then:

**Step No. 2**

Within nine (9) calendar days following the decision in Step No.1, the grievance may be submitted in writing to the (designated by Hospital). A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the (designate) may have such counsel and assistance as they may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be

used with respect to a grievance directly affecting an employee which such employee could themselves institute and the regular grievance procedure shall not be thereby bypassed.

7.05 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 identifying each employee who is grieving to the Department Head or their designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may

be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the employee; or
- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed their probationary period, without just cause.

7.07 a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No.2, it will be deemed to have been received within the time limits.

b) The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.

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

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

- 7.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 7.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 7.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 7.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act.
- 7.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

## **ARTICLE 8 - ACCESS TO FILES**

### **8.01 Access to Personnel File**

Each employee shall have reasonable access to their personnel file for the purpose of reviewing any formal performance evaluations or formal disciplinary notations contained therein, in the presence of the Director of Personnel or designate. An employee has the right to request copies of any performance evaluations in this file.

### **8.02 Clearing of Record**

Any letter of reprimand, suspension or any other sanction or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one year. All leaves of absence in excess of ten (10) calendar days will not count toward either of the above periods.

### **8.03 Reprimands**

Whenever the Hospital delivers a written reprimand to an employee, the Hospital shall send a copy of the written reprimand to the President or designate of the Union within five (5) days.

A written reprimand shall include particulars of the work performance alleged to be unsatisfactory.

## **ARTICLE 9 - SENIORITY**

### **9.01 Probationary Period**

- a) A new employee will be considered on probation until the employee has completed sixty (60) days of work (or 450 hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period the employee shall be credited with seniority equal to sixty (60) working days.
- b) With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.
- c) The discharge or lay-off of a probationary employee is within the sole discretion of the Hospital. Such discretion shall not be exercised in a discriminatory, arbitrary or capricious manner. This shall be a lesser standard for the purposes of s.43.1(2) of the *Labour Relations Act*.
- d) A probationary employee who applies for a posted vacancy shall be treated and considered in the same manner as an outside hire.

#### 9.02 Definition of Seniority

Full-time employees will accumulate seniority on the basis of their continuous service in the Bargaining Unit from the last date of hire, except as otherwise provided herein.

Seniority shall accrue on the basis of 1950 regular hours of work (meal time excluded) equals one year of seniority.

Seniority will operate on a Bargaining-Unit-wide basis.

NOTE: Seniority shall be calculated from date of hire within the scope of the Bargaining Unit.

#### 9.03 Seniority Lists

- a) The Hospital agrees to post seniority lists in March and October of each year.
- b) No objection may be taken by the Union or by any employee to a seniority list unless written notice of objection is given to the Employer within one (1) month after the posting of the seniority list in which the item first appeared.

#### 9.04 Loss of Seniority

An employee shall lose all seniority and service and shall be deemed to have terminated if they:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off for forty-eight (48) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through Registered mail (which notification shall be deemed to be received on the second day following the date of mailing) addressed to the last address on the records of the Hospital, subject to any

special provisions regarding temporary vacancies noted under the heading of Lay-off and Recall;

**9.05 Effect of Absence**

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which they are participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or LTD benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).

**9.06 Job Posting**

- a) Where a permanent vacancy occurs in a classification within the Bargaining Unit or a new position within the Bargaining Unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- b) The Hospital may advertise externally simultaneously with the internal posting and interviewing process, however, no outside applicants for any vacancy within the bargaining unit shall be interviewed until the applications of present bargaining unit members have been considered.
- c) The postings shall stipulate the qualifications, classifications, department, shift, and when referring to the rates, the words "as per the collective agreement" will be added. A copy shall be provided to the President.
- d) In filling posted vacancies, the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, Bargaining Unit seniority shall be the governing factor.
- e) The Hospital agrees that it shall post permanent vacant positions within 30 calendar days of the position becoming vacant, unless the Hospital provides the Union notice under Article 9.11 (A) (a) of its intention to eliminate the position.
- f) Vacancies created subsequent to the filling of an initial permanent vacancy will be posted for a period of seven (7) consecutive calendar days. Applications for such

vacancies shall be made in writing within the seven (7) day period referred to herein.

- g) The name of the successful applicant will be posted on the intranet for a period of seven (7) calendar days. A copy shall be provided to the President.
- h) Where there are no successful applicants from within the Bargaining Unit for vacant positions referred to in this Article, employees in other CUPE Bargaining Units at the Hospital will be considered for such positions prior to considering persons not employed by the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

#### 9.07 Temporary Vacancies

Temporary vacancies within the bargaining unit which will not or are not expected to exceed six (6) months (including vacancies arising as a result of special projects for a specified period) and temporary vacancies within the bargaining unit caused by absence due to illness, accident, leaves of absence (including pregnancy, parental, and adoption leave), vacation, the vacating of a position while the posting procedures are being completed and transfer are not bargaining unit positions and need not be posted. Such temporary vacancies may be filled at the discretion of the Hospital.

#### 9.08 Trial Period

- (a) An employee selected to fill a vacancy in accordance with Article 9.05 shall be subject to a trial period of up to thirty (30) days during which the Hospital will determine if the employee can satisfactorily perform the job. If the employee successfully completes the trial period the employee shall be considered to be in the position.
- (b) In the event the applicant selected to fill a vacancy in accordance with Article 9.06 proves unsatisfactory in the position or does not meet the requirements of the position during the trial period, or if the employee chooses to return to their former position during the trial period, the employee shall be returned to their former position without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the former position.
- (c) An employee who, before or during a trial period successfully applies for another vacancy will be deemed to have abandoned the right to the position for which the employee had successfully applied or in which the employee was engaged in a trial period.

#### 9.09 Transfer and Seniority Outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the Bargaining Unit without their consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six months upon the agreement of the employee and the Hospital. Such employees on temporary assignments shall remain members of the Bargaining Unit.
- (b) An employee who is transferred to a position outside the Bargaining Unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the Bargaining Unit within twenty-four (24) months of the transfer they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit within twenty-four (24) months shall forfeit bargaining unit seniority.

In the event an employee transferred out of the Bargaining Unit under (a) or (b) above

is returned to the Bargaining Unit within a period of twelve (12) calendar months they shall accumulate seniority during the period of time outside the Bargaining Unit.

9.10(A) Transfer of Seniority and Service

When an employee transfers into the Bargaining Unit covered by this Agreement, they shall be allowed a trial period of up to thirty (30) days, during which time the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned without loss of seniority to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had they not transferred.

9.10(B) Portability of Service

An employee hired by the Hospital with recent and related experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Hospital. Any such claim shall be accompanied by verification of previous related experience. The Hospital shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Hospital such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) year's service for every one (1) year of related experience in the classification upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

9.10(C) Transformation in Health Care

Seniority Recognition

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, the parties agree that non-unionized employees who are affected (via relocation/transfer\*) shall, when entering the bargaining unit, be afforded seniority and service in accordance with the anniversary of their date of hire (or hours worked) from their original Hospital. Such anniversary date shall be calculated in accordance with the relevant provisions of the relevant collective agreement.

Right to Return or Transfer

Employees who are relocated/transferred\* to another employer by the Hospital will retain their seniority and service at their original hospital for a 48-month period.

Without prejudice to the Union's or Hospitals' rights under the collective agreement or the Labour Relations Act and/or the Public Sector Labour Relations Transition Act, employees relocated/transferred\* shall have the right to post for vacancies that arise, prior to or subsequent to the relocation/transfer\*, at their originating Hospital for that 48-month period.

If they are the successful applicant, they will return to the employ of the Hospital with seniority accrued and service intact but not accrued, for the period that the employee was relocated/transferred\* to another employer.

\*Pursuant to a "Sale of Business" under Section 69 of the Labour Relations Act, or to a transfer pursuant to the Public Sector Labour Relations Transition Act.

9.11(A) Notice and Redeployment Committee

(a) Notice

In the event of a proposed lay-off at the Hospital of a permanent or long-term nature or

the elimination of a position within the bargaining unit, the Hospital shall:

- (i) provide the Union with no less than five (5) months' written notice of the proposed lay-off or elimination of position; and
- (ii) provide to the affected employee(s), if any, who will be laid off, with no less than five (5) months' written notice of lay-off, or pay in lieu thereof.

NOTE: Where a proposed lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent lay-off.

- (b) A layoff shall not include a reassignment of an employee from their classification or area of assignment who would otherwise be entitled to notice of layoff provided:
  - (i) reassignments will occur in reverse order of seniority;
  - (ii) the reassignment of the employee is to an appropriate permanent position with the employer having regard to the employee's skills, abilities, qualifications and training or training requirements;
  - (iii) the reassignment of the employee does not result in a reduction of the employee's wage rate or hours of work. For the purposes of this article placing an employee in a lower rated classification and red-circling their rate constitutes a reduction in the employee's wage.
  - (iv) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
  - (v) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
  - (vi) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Hospital bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Hospital shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.
- (d) Redeployment Committee

A Redeployment Committee will be established not later than two (2) weeks after the notice referred to in 9.11(a) and will meet thereafter as frequently as is necessary.

- (i) Committee Mandate

The mandate of the Redeployment Committee is to:

- (A) Identify and propose possible alternatives to the proposed lay-off(s) or elimination of position(s), including, but not limited to, identifying work

which would otherwise be bargaining unit work and is currently work contract-out by the Hospital which could be performed by bargaining unit employees who are or would otherwise be laid off;

- (B) Identify vacant positions in the Hospital or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either:
  - (a) within the bargaining unit; or
  - (b) within another CUPE bargaining unit; or
  - (c) not covered by a Collective Agreement.
- (C) Identify the retraining needs of workers and facilitate such training for workers who are, or would otherwise be, laid off.
- (D) Subject to Article 9.13(b); the Hospital will award vacant positions to employees who are, or would otherwise be laid off, in order of seniority if, with the benefit of up to six (6) months retraining, an employee has become able to meet the normal requirements of the job.
- (E) Any dispute relating to the foregoing provisions may be filed as a grievance commencing at Step 2.

(ii) Committee Composition

The Redeployment Committee shall be comprised of equal numbers of representatives of the Hospital and of the Union. The number of representatives will be determined locally. Where for the purposes of HTAP (the Ontario Hospital Training and Adjustment Panel) there is another hospital-wide staffing and redeployment committee created or in existence, Union members of the Redeployment Committee shall serve on any such hospital-wide staffing committee established with the same or similar terms of reference, and the number of Union members on such committee will be proportionate to the number of its bargaining unit members at the particular Hospital in relation to other staff groups.

Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at their regular rate of pay. Such hours shall not be included in the time worked for the purposes of calculating overtime.

Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(iii) Disclosure

The Hospital shall provide to the Redeployment Committee all pertinent staffing and financial information.

(iv) Alternatives

The Redeployment Committee, or where there is no consensus, the committee members shall propose alternatives to cutbacks in staffing to the Hospital's Chief Executive Officer and to the Board of Directors.

At the time of submitting any plan concerning rationalization or services and involving the elimination of any position(s) or any lay-off(s) to the District Health Council or to the Ministry of Health, the Hospital shall provide a copy, together with accompanying documentation, to the Union.

#### 9.11(B) Retirement Allowance

Prior to issuing notice of layoff pursuant to article 9.11(A)(a)(ii) in any classification(s), the Hospital will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under article 9.11(A)(a)(ii).

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of fifty-two (52) weeks' salary.

#### 9.11(C) Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Hospital will offer a voluntary early exit option in accordance with the following conditions:

- a) The Hospital will first make offers in the classifications within department(s) where layoffs would otherwise occur. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- b) If insufficient employees in the department affected accept the offer, the Hospital will then extend the offer to employees in the same classification in other departments. If more employees than are required are interested, the Hospital will make its decision based on seniority.
- c) In no case will the Hospital approve an employee's request under (a) and (b) above for voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- d) The number of voluntary early exit options the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Hospital's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

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

#### 9.12 Lay-off and Recall

In the event of lay-off, the Hospital shall lay-off employees in the reverse order of their seniority within their classification, providing that there remain on the job, employees who then have the ability to perform the work.

An employee in receipt of notice of lay-off pursuant to 9.11(a)(ii) may:

- (a) accept the lay-off; or

- (b) opt to receive a separation allowance as outlined in Article 9.15; or
- (c) opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOPP) as outlined in Article 9.11(B); or
- (d) displace another employee who has lesser bargaining unit seniority in the same or lower or an identical-paying classification in the bargaining unit if the employee originally subject to lay-off has the ability and relevant qualifications to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 9.11.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of their intention to do so and the position claimed within seven (7) days after the notice of lay-off.

NOTE: For purposes of the operation of clause (d), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly rate.

In the event that there are no employees with lesser seniority in the same or a lower identical-paying classification, as defined in this Article, a laid off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.

- (e) In addition, in combined full-time/part-time collective agreements, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.

An employee who is subject to lay-off other than a lay-off of a permanent or long-term nature, including a full time employee whose hours of work are, subject to Article 14.01, reduced, shall have the right to accept the lay-off or displace another employee in accordance with (a) and (d) above.

The Hospital agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided that they have the ability to perform the work.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the lay-off should it become vacant within six (6) months of being recalled.

No new employees 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 provision, or have been found unable to perform the work available.

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 second 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 their proper address being on record with the Hospital.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

In the event of a lay-off of an employee, the Hospital shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 9.11.

#### 9.13 Benefits on Lay-Off

In the event of a lay-off of a full-time employee, the Hospital shall pay its share of insured benefits premiums up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

The employee may, if possible under the terms and conditions of the insurance benefits policies, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of their intent to do so at the time of the lay-off, and arrangement with the Hospital the appropriate payment schedule.

#### 9.14 Retraining

##### (a) Retraining for Positions within the Hospital

Where, with the benefit of retraining of up to six (6) months, an employee who has accepted the lay-off and who is unable to displace any other employee could be redeployed to a hospital position identified by the Redeployment Committee in accordance with Article 9.11(b)(i):

- (i) Opportunities to fill vacant positions identified by the Hospital Redeployment Committee through retraining shall be offered to employees who apply and would qualify for the position with the available retraining in order of their seniority until the list of any such opportunities is exhausted. Opportunities to fill vacancies outside of CUPE bargaining units may be offered by the Hospital in its discretion.
- (ii) The Hospital and the Union will cooperate so that employees who have received notice of permanent lay-off and been approved for retraining in order to prevent a lay-off will have their work schedules adjusted in order to enable them to participate in the retraining, and scheduling and seniority requirements may by mutual agreement be waived. The Redeployment Committee will seek the availability of any federal or provincial retraining program funds to cover the cost of tuition, books and travel, as well as any wages eligible under the terms of such program.
- (iii) Apart from any on-the-job training offered by the Hospital, any employee subject to lay-off who may require a leave of absence to undertake retraining in accordance with the foregoing shall be granted an unpaid leave of absence which shall not exceed six (6) months.
- (iv) Laid off employees who are approved for retraining in order to qualify for a vacancy position within the Hospital will continue to receive insured benefits.

(b) Placement

Upon successful completion of their training period, the Hospital and the Union undertake to waive any restrictions which might otherwise apply, and the employee will be placed in the job identified in 9.13(a)(i).

An employee subject to lay-off who applies but later declines to accept a retraining offer or fails to complete the training will remain subject to lay-off.

9.15 Separation Allowances

(a) Where an employee resigns within (30) days after receiving notice of lay-off pursuant to Article 9.11(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

(b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.11(a)(ii) that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand, two hundred and fifty (\$1,250) dollars.

9.16 Technological Change

The Hospital undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the bargaining unit.

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

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

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

9.17 Notice of Termination

(a) Every employee shall give at least one (1) month notice of termination of their employment unless exceptional circumstances prevent the employee from giving required notice.

(b) The Hospital shall give regular full-time employees notice of termination of employment as provided in the *Employment Standards Act* except in cases of dismissal for cause or

of termination during the probationary period, provided however, that the employment of an employee may be terminated forthwith where the Hospital gives the employee notice in writing to that effect and pays the employee an amount equal to the wages to which the employee would have been entitled for work that would have been performed by them at the regular rate for a normal non-overtime work week for the period of notice set out above.

- (c) Notice or payment to an employee pursuant to Articles 9.11 and 9.14 shall be deemed to include the notice and/or payment provided for in this Article.

#### 9.18 Workloads

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their concerns with their immediate supervisor within forty-eight (48) hours. In the event that within ten (10) calendar days, the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may, within forty-eight (48) hours, submit their concerns in writing (with a copy to their immediate supervisor) to either the Joint Health and Safety Committee or the Labour Management Committee (as constituted under Article 6.02) through their union representative using the template workload complaint form attached at appendix B. This form may be modified by the mutual agreement of the local parties.

### **ARTICLE 10 - CONTRACTING OUT**

#### 10.01 Contracting Out

The Hospital shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out."

#### 10.02 Contracting Out

Notwithstanding the foregoing, the hospital may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the hospital provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

- (a) to employ the employees thus displaced from the hospital; and
- (b) in doing so to stand, with respect to that work, in the place of the hospital for the purposes of the hospital's collective agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the hospital agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

### 10.03 Contracting In

Further to Article 9.11(A)(d)(i)(A) the parties agree that the Redeployment Committee will immediately undertake a review of any existing sub-contract work which would otherwise be bargaining unit work and which may be subject to expiry and open for renegotiation within six (6) months with a view to assessing the practicality and cost-effectiveness of having such work performed within the Hospital by members of the bargaining unit.

## **ARTICLE 11 - WORK OF THE BARGAINING UNIT**

### 11.01 Work of the Bargaining Unit

- a) The use of supervisors and persons above the rank of supervisor to perform bargaining unit work, as covered by this agreement, shall not be expanded beyond the extent of existing practice as of July 17, 1992. (Refer to Letter of Understanding).
- b) Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this agreement, except for the purposes of instruction, experimentation, or in emergencies, when regular employees are not readily available.
- c) Parties agree that regular part-time, relief part-time, and temporary employees, performing the same duties as classifications in the bargaining unit are excluded from this article and will not be subject to the grievance procedure.

### 11.02 Volunteers

The use of volunteers to perform Bargaining Unit work, as covered by this Agreement, shall not be expanded beyond the extent of existing practice as of July 17, 1992. The Hospital shall submit to the Union, at three (3) month intervals, the number of volunteers for the current month, and the number of hours and the duties performed.

## **ARTICLE 12 - LEAVES OF ABSENCE**

### 12.01 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Hospital. Such requests are to be submitted to the employee's immediate Supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, and a written reply will be given within fourteen (14) days except in cases of emergency in which case a reply will be given as soon as possible. Employees needing personal leave days for appointments with medical practitioners may utilize the personal leave language. Such leave shall not be unreasonably withheld.

### 12.02 Union Business

- a) Upon at least 14 days written notice to the Employer or unless not reasonably possible to give such notice an employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence without pay subject to the following conditions:
  - (i) that not more than one (1) employee from same department at any one time shall be allowed such leave;
  - (ii) that the aggregate number of days in any one calendar year for such leave shall not exceed forty (40) days in total for each employee;

- (iii) The Hospital shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the Collective Agreement provided that such leave will not interfere with the efficient operation of the Hospital. Such leave will not be unreasonably denied.
  - (iv) During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.
  - (v) Notwithstanding the above, time spent by the eight (8) Executive Board members and seven (7) Alternate Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.
- b) Full-Time Position with the Union: Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than two (2) employee in the Bargaining Unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. It is understood that no more than one (1) employee will be from the same unit of the Hospital, subject to operational requirements.
  - c) Leave for OCHU President, Secretary-Treasurer, and first Vice-President: Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to the positions of the President of the Ontario Council of Hospital Unions, the Secretary-Treasurer of the Ontario Council of Hospital Unions, or the first Vice-President of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Union.
  - d) There shall be no loss of service or seniority during such leave of absence for employees as per subsections 12.02(2) and 12.02(3) and the employee shall accumulate seniority on the basis of what the employee's normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what the employee's normal regular hours of work would have been, provided that the Union reimburses the Hospital for its full costs including the amount of such salary and applicable benefits within thirty (30) days of billing.  
  
Employees shall notify the Hospital of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.
  - e) Notwithstanding Clause 2.01, the Hospital may fill the vacancy from such leave on a temporary basis.

### 12.03 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent.

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of their aunt or uncle, niece or nephew. An employee will be able to distribute their entitled bereavement leave days (as noted above) over two (2) occasions to attend a future memorial service. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

#### 12.04 Jury and Witness Duty

- a) If an employee is required to attend jury selection or serve as a Juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:
- (i) notifies the Hospital immediately on the employee's notification that they will be required to attend at court;
  - (ii) presents proof of service requiring the employee's attendance;
  - (iii) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

Where a full-time employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the Hospital. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

- b) In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on their regular day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than what they are scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing.

It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, they are required to attend during other than their regularly scheduled paid hours, they shall be paid for all hours actually spent at such hearing at their straight time hourly rate subject to (a), (b) and (c) above.

#### 12.05 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time

they shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.

- c) An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three (93%) percent of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.

In addition to the foregoing, the Hospital will pay the employee ninety-three (93%) percent of their normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

- e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- f) The Hospital will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- g) Subject to any changes to the employees status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

#### 12.06 Parental Leave

- a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

- d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if they were not on parental leave.

In addition to the foregoing, the Hospital shall pay the employee ninety-three percent (93%) of their normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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.

- f) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

#### 12.07 (A) In-service Training

It is agreed that an in-service program will be instituted by the Hospital which employees shall be required to attend as required by the Hospital and which shall include fire safety training, disaster planning, accident prevention and other courses as stipulated by the Hospital. Such programs will be conducted during working hours where practicable.

Where the Supervisor and the employee mutually agree that an employee will attend an in-service educational session conducted outside the employee's working hours, the Hospital will pay the employee their straight time hourly rate of pay for attendance at such in-service session. Such requests shall be made to the employee's immediate Supervisor. This shall not include educational topics which are available on loan from the Hospital library.

#### 12.07 (B) Education Leave

If required by the Hospital, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade their employment qualifications.

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized upgrading course or seminar related to employment with the Hospital.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Hospital.

The Hospital will endeavour to schedule mandatory in-service programs during an employee's regular working hours. When an employee is on duty and authorized to attend any in-service program within the Hospital and during their regular scheduled working hours the employee shall suffer no loss of regular pay. When an employee is required by the Hospital to engage in any learning opportunities outside of their regularly scheduled working hours, the employee shall be paid for all time spent on such learning opportunities at their regular straight time hourly rate of pay.

Where the Hospital requires e-learning, it will make reasonable efforts to enable hospital e-learning requirements during an employee's regular working hours. Where an employee is unable to complete required hospital e-learning during regular working hours and is required to complete hospital e-learning outside of their regular working hours, the Hospital will identify in advance the time that will be paid at their regular straight time hourly rate of pay.

#### 12.08 Travel Days

Leave of absence with pay and without loss of benefits and seniority may be granted by mutual agreement for employees accepted to attend specialized courses and/or seminars, and/or workshops relative to the employee's job duties. Travel to and from facilities during scheduled working hours to attend such courses and/or seminars and/or workshops shall be compensated as straight time worked or as time in lieu.

## 12.09 Pre-paid Leave Plan

Effective September 29, 1992 the Hospital agrees to introduce a pre-paid leave program, funded solely by the employee subject to the following terms and conditions:

- a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the Hospital at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- c) The number of employees that may be absent at any one time shall be determined between the parties subject to the operating requirements of the Hospital. The year for purposes of the program shall be September 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the employee, the local Union and the Hospital.
- d) Where there are more applications than spaces allotted, seniority shall govern, subject to the operational requirements of the Hospital.
- e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Hospital. 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 payment schedule as may be agreed upon between the Hospital and the employee.
- g) All benefits shall be kept whole during the four (4) 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 the employee is participating. Contributions to the Hospital of Ontario Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- h) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Hospital. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- i) 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.
- j) The Hospital will endeavour to find a temporary replacement for the employee as far in advance as practicable. 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 rearranging 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 the employee within a reasonable period of time.

- k) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- l) Final approval for entry into the pre-paid leave program will be subject to the employee entering into the 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 pre-paid leave program in accordance with Article 12.10 of the Collective Agreement.
  - (ii) The period of salary deferral and the period for which the leave is requested.
  - (iii) The manner in which the salary is to be held.

The letter of application from the employee to the Hospital to enter the pre-paid leave program will be appended to and form part of the written agreement.

#### 12.10 Medical Care and Emergency Leave

An employee is entitled to a leave of absence without pay because of any of the following:

- a) a personal illness, injury, or medical emergency
- b) the death, illness, injury or medical emergency of an individual described in this Article.
- c) an urgent matter that concerns an individual described in this Article.

For the purpose of this Article, the individuals referred to in this Article are:

- the employee's spouse
- a parent, step-parent or foster parent of the employee or the employee's spouse
- a child, step-child or foster child of the employee or the employee's spouse
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse
- the spouse of a child of the employee
- the employee's brother or sister
- a relative of the employee who is dependent on the employee for care or assistance

An employee who wishes to take leave under this section shall advise the Hospital that they will be doing so.

An employee is entitled to take a total of 10 days leave under this section each year. If an employee takes any part of a day as leave under this section, the Hospital may deem the employee to have taken one day's leave on that day for the purpose of this Article. The Hospital may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Hospital shall reinstate the employee to the position the employee most recently held with the Hospital if it still exists, or to a comparable position, if it does not.

#### 12.11 Compassionate Care Leave

- a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 29.1 of the Employment Standards Act.
- b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- c) Subject to any change to the employee's status which would have occurred had they not been on compassionate care leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.
- d) The employee and the Hospital will continue to pay their respective shares of the benefits and pension premiums.

### **ARTICLE 13 - SICK LEAVE, INJURY AND DISABILITY**

#### 13.01 HOODIP

The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the 1984 Hospitals of Ontario disability Income Plan Brochure.

The Hospital will pay seventy-five (75%) percent of the billed premium towards coverage of eligible employees under the long-term disability portion of the plan (HOODIP or an equivalent plan), the employee paying the balance of the billed premium through payroll deduction.

The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.

There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or Workers' Compensation benefits.

Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this Collective Agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.

The Hospital shall pay the full cost of any medical certificate required of an employee.

The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.

### 13.02 Injury Pay

If an employee is injured on the job and their supervisor excuses them from further duty for the balance of their shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

### 13.03 Payment Pending Determination of WSIB Claims

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for Workers' Compensation for a period longer than one complete pay period may apply to the Hospital for payment equivalent to the lesser of the benefit they would receive from Workers' compensation if their claim was approved, or the benefit to which they would be entitled under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Hospital and a written undertaking satisfactory to the Hospital that any payments will be refunded to the Hospital following final determination of the claim by the Workers' Compensation Board. If the claim for Workers' Compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue to a maximum of fifteen (15) weeks.

### 13.04 Sick Leave Administration

Employees absent on account of sickness must and as soon as possible, notify the Department Head, and in particular before the commencement of their working hours, in order to permit the Hospital to obtain a replacement. Employees failing to report as herein provided will be treated as absent without leave unless excused by the Hospital.

Any regular full-time employees sent off duty by the Hospital will be eligible for sick pay benefits. The Hospital reserves the right to have such employees medically examined by a physician appointed by the employee.

Any regular full-time employee may be required to provide proof of illness that is satisfactory to the Hospital for any illness and at the discretion of the Hospital. The documentation must provide evidence that the employee is unable to carry out their regular duties due to illness

If a regular full-time employee claims sick pay for any day prior to, or subsequent to a statutory holiday, or for any day prior to, or subsequent to their normal day off, their sick leave pay will not be granted, unless proof of illness is provided satisfactory to the Hospital. In the event that an employee shall wrongly claim sick pay credits or abuse sick leave privileges, they shall be deemed to have been absent without leave, and all rights, if any, to sick pay shall be cancelled.

Such conduct shall be considered grounds for discharge and in such event the Union shall receive notification of such conduct.

### 13.05 Medical Examinations

Employees shall be required to undergo routine medical examinations from time to time as designated by the Hospital and at the Hospital's expense.

## **ARTICLE 14 - HOURS OF WORK**

### 14.01 Daily and Weekly Hours of Work

- a) The following provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

- b) The normal daily hours of work will be seven and one-half (7 1/2) hours per day exclusive of meal times and the normal weekly hours of work will be thirty-seven and one-half (37 1/2) hours per week (exclusive of meal times) averaged over a four (4) week period.
- c) For purposes of determining the status of an employee, with respect to full-time employment, unless as otherwise specifically provided for herein, the hours of work shall be averaged over a six (6) week period commencing backwards from the date on which such matter was raised with respect to this status.
- d) Changes in the status of an employee shall only be effective from the date a determination is made concerning that employee's status. An employee shall not, under any circumstances, acquire any rights or benefits retroactively as a result of such a determination.
- e) Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.

#### 14.02 Rest Periods

The Hospital will schedule one fifteen (15) minute rest period for each full scheduled half shift.

#### 14.03 Additional Rest Periods

When an employee performs authorized overtime work of at least three (3) hours' duration, the Hospital will schedule a rest period of fifteen (15) minutes' duration.

#### 14.04 Flexible Hours

It is understood that in individual cases, starting and finishing times shall be determined by mutual agreement between the Employer and the Employee(s).

#### 14.05 Scheduling

When an employee is scheduled to be off over the Christmas period, their schedule shall be drawn up to include Christmas Eve (evening) off. The same shall apply for New Year's.

Normally two (2) consecutive days off will be scheduled. Schedules may be established to provide for more than five (5) consecutive days of work but not more than eight (8) consecutive days of work.

Shift schedules and days off will be posted at least four (4) weeks in advance.

Requests for change in posted time schedules must be submitted in writing and co-signed by an employee in the same classification willing to exchange days off or shifts or tour of duty. It is understood that such change in tour of duty initiated by the employee and approved by the Hospital shall not result in overtime payment except in cases where the schedule is changed due to sickness or accident of the employee scheduled to work.

Where practicable, an employee who requests permanent afternoon or night shifts shall be granted such request.

The Hospital undertakes to schedule work to permit all employees to receive two (2) weekends off in six (6).

Where practicable, not less than twelve (12) hours' time off shall be scheduled when tours of

duty are changed.

When a tour schedule is changed by the Hospital without twenty-four (24) hours' notice, the employee shall be paid at the premium rate of time and one-half for the first tour of the schedule. This Clause should not be interpreted as applying to cancellations resulting from decreased census or a change in tour at the request of an employee.

## **ARTICLE 15 - PREMIUM PAYMENT**

### **15.01 Definition of Regular Straight Time Rate of Pay**

The regular straight time rate of pay is that prescribed in wage Schedule "A" of the Collective Agreement.

### **15.02 Definition of Overtime**

All time worked beyond the normal day, the normal work week or on a holiday, or on a day off, shall be considered as overtime.

### **15.03 Overtime Premium**

The overtime rate shall be time and one-half the employee's regular straight-time hourly rate.

Overtime shall not be allowed more than once for any hour worked, and there shall be no pyramiding of overtime or of any other premiums or benefits under this Agreement.

Where an employee is required to work additional overtime contiguous to an overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time their straight time hourly rate for all additional contiguous overtime hours worked.

All overtime must be approved in advance by the employee's supervisor or designate.

### **15.04 Time Off in Lieu of Overtime**

Employees who are requested to work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within one hundred and eighty (180) calendar days of the work week in which the overtime was earned.

### **15.05 Reporting Pay**

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Hospital. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

### **15.06 Call-In (Retroactive to June 13, 2023)**

- (a) Where an employee is called to work from home and leaves work to return home between regular shifts they shall receive a minimum of four (4) hours pay at the rate of double time (2x) their regular hourly earnings provided they remain available, if requested for the four (4) hour period. Call-in pay shall be paid only once in every four (4) hour period to an employee and such entitlement shall be based on the time that

the Employee reports to work.

If a second call takes place after the four (4) hours have elapsed from the time the employee reports to work on the first call, it shall be subject to a second call-back premium, but in no case shall an employee collect two call-back premiums within one such four (4) hour period.

- (b) Where call-back is immediately prior to the commencement of their regular shifts the call-back pay will only apply to the point of commencement of a regular shift at the rate of double time (2x) after which they shall revert back to the regular shift.
- (c) Call-in shall not be counted in the calculation of overtime.

#### 15.07 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of \$3.45 per hour for all hours on standby. Where such standby duty falls on a paid holiday, as set out in Article 16.01, the employee shall receive standby pay in the amount of \$4.90 per hour.

Standby pay shall, however, cease where an employee is called into work under Article 15.06 above and works during the period of standby.

#### 15.08 Temporary Transfer

Where the Hospital temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the Bargaining Unit for a period of one shift or more per pay period, the employee shall receive an additional \$1.00/hour above their regular pay wage for those hours for each shift from the time of the assignment.

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the Bargaining Unit, they shall be paid the rate in the higher salary range immediately above their current rate for all hours worked in the higher paying position.

#### 15.09 Shift Premium and Weekend Premium (retroactive to June 13, 2023)

Employees shall be paid a shift premium of two dollars and twenty-five cents (\$2.25) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

The same two dollars and seventy-seven cents (\$2.77) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

#### 15.10 Sharing of Overtime

The Hospital will endeavour to divide overtime and call-in among the employees who are qualified to perform the work that is available among the employees who are reasonably available.

#### 15.11 On-the-Job Training

Employees assigned by their Manager or designate to give "on-the-job training" to other employees shall receive an amount of \$1.00 per hour for the period of assignment. Managers shall designate such assignments in writing.

## **ARTICLE 16 - HOLIDAYS**

### **16.01 Number of Holidays**

- (a) The Hospital recognizes the following days as paid holidays:

New Years Day	Canada Day	Remembrance Day
Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

- (b) Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussions with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remain unchanged.
- (c) Employees shall be entitled to one (1) floating day within each calendar year after completing one (1) year of service. The employee and employer shall endeavour to schedule the floating day on a day mutually agreed upon. Should an employee transfer to full-time status or terminate full-time status during the calendar year, the floating holiday will be pro-rated accordingly.

### **16.02 Definition of Holiday Pay and Qualifiers**

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

### **16.03 Qualifications for Holiday Pay**

In order to qualify for holiday pay for any holiday or to qualify for a lieu day, an employee must complete their scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

### **16.04 Forfeiture of Pay**

An employee who is absent on a holiday after being posted to work forfeits all pay for the day unless the employee presents to the Hospital proof of illness or non-occupational accident rendering the employee unable to perform their regular duties.

### **16.05 Holiday on Day Off/Vacation**

Where a paid holiday falls on a scheduled day off for an employee or during the employee's vacation, the Hospital shall:

- (a) with the agreement of the employee, pay the employee their regular straight time rate of pay for the holiday; or
- (b) grant a mutually agreed working day that is to be taken within three hundred and sixty-four (364) days after the day on which the actual paid holiday falls.

### **16.06 Holiday on Work Day**

If an employee is required to work on any of the holidays set out in Article 16.01, the employee shall be paid at the rate of time and one-half (1 1/2) their regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 16.04. In addition, if the employee

qualifies in accordance with Article 16.03 above, the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the hours worked on the holiday.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

It is agreed that an employee off work on lay off or off work receiving Workers' Compensation Disability benefits or pension, or on short or long-term sick leave, or an employee off work on an approved leave of absence without pay or on any other unpaid absence is not eligible for paid holidays or holiday pay from the Employer.

A full-time employee who is not required to work on a paid holiday, and who works their last scheduled shift before and after the holiday shall receive pay for the holiday at the rate of straight time their basic rate of pay.

## **ARTICLE 17 - VACATIONS**

17.01 For the purpose of determining vacation entitlement January 1st of each year shall be used.

Vacations are earned on the basis of accumulated service and are taken in the calendar year following January 1.

Vacations are not cumulative from year to year except with the written approval of the Hospital.

An employee shall be entitled to carry over five (5) days of paid vacation leave to be taken within the first three (3) months of the new year.

17.02 On January 1 of any year, each regular full-time employee who has been in the employ of the Hospital for less than one year of credited service shall be entitled to a vacation of one and one quarter (1 1/4) day with pay for each month of service up to a maximum of fifteen (15) full working days.

A regular full-time employee shall receive vacation credits on the following basis:

- a) An employee who has (as of January 1 of any year) completed one (1) or more years (but less than three (3) years) of continuous full-time service shall be entitled to an annual vacation with pay of 15 days;
- b) An employee who has (as of January 1 of any year) completed three (3) or more years (but less than ten (10) years) of continuous full-time service shall be entitled to an annual vacation with pay of 20 days;
- c) An employee who has (as of January 1 of any year) completed ten (10) or more years (but less than fifteen (15) years) of continuous full-time service shall be entitled to an annual vacation with pay of 25 days;
- d) An employee who has (as of January 1 of any year) completed fifteen (15) or more years (but less than twenty (20) years) of continuous full-time service shall be entitled to an annual vacation with pay of 30 days;
- e) An employee who has (as of January 1 of any year) completed twenty (20) or more years of continuous full-time service shall be entitled to an annual vacation with pay of 35 days.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay

times their normal weekly hours of work, subject to the application of Article 9.05, Effect of Absence.

17.03 By April 15<sup>th</sup> of each year, an employee shall inform the Hospital of their preferred vacation for the period of May 16<sup>th</sup> to October 15<sup>th</sup>. By September 15<sup>th</sup> of each year, an employee shall inform the Hospital of their preferred vacation for the period of October 16<sup>th</sup> to May 15<sup>th</sup>. The Hospital will schedule vacations in order of employee seniority, however, once an employee has indicated a preferred vacation period, they may not then exercise seniority rights to change the stated period.

17.04 Temporary employees in the bargaining unit shall be granted vacation and vacation pay in accordance with the *Employment Standards Act*.

17.05 Any employee who currently receives a greater number of vacation days than provided for above, shall not have the number of vacation days increased until they accrue the proportionate amount of time as set out above.

17.06 Work During Vacation

Should an employee who has commenced their scheduled vacation and agrees upon request by the Hospital to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times their basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which they have so worked.

17.07 Illness During Vacation

Where an employee's scheduled vacation is interrupted due to a serious illness which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave. Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

17.08 An employee shall be entitled to receive their vacation pay prior to going on vacation, provided that such request is made in writing to the Hospital, and at least twenty (20) working days in advance of the vacation.

17.09 Unbroken Vacation Period

An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Hospital.

17.10 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.03.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

## **ARTICLE 18 - HEALTH & WELFARE**

### **18.01 Insured Benefits**

The Hospital agrees, during the term of the Collective Agreement, to contribute towards the insurance premium of participating eligible employees (as defined by the insurance policies) in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements.

- a) The Hospital agrees to pay 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross Semi-Private Plan or comparable coverage with another carrier.
- b) The Hospital agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for \$22.50 (single) and \$35.00 (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Subject to superior conditions, services of a chiropractor and of a licensed or registered massage therapist will be covered up to an annual maximum of \$375 for each service, and there shall be no cap per session of any service; and, subject to superior conditions, services of a licensed or registered physiotherapist will be covered up to an annual maximum of \$375. Subject to superior conditions, coverage for mental health services by a Psychologist, Registered Psychotherapist or Social Worker (MSW) will be covered up to an annual maximum of \$800.

Vision care maximum \$450 every 24 months in addition to eye examinations biennially, and hearing aide acquisition every 36 months. Vision Care Coverage can be used for laser eye surgery.

- c) The Hospital agrees to contribute 100% of the billed premium towards coverage of eligible employees in the active employ of the Hospital under HOOGLIP or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- d) The Hospital agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the Blue Cross #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premiums are paid by the employee through payroll deduction.

Dental recall including preventative services is every nine (9) months.

The Hospital also agrees to contribute 75% of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum; and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum.

- e) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union, upon request.
- f) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefit plans as is currently contributed by the Hospital to the billed premiums of active employees.

#### 18.02 Change of Carrier

It is understood that the hospital may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Hospital shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit program contracted for and in effect for employees covered herein. The Hospital will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

#### 18.03 Pension

All present employees enrolled in the Hospital's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

18.04 Any claim by an employee for benefits under the benefit plans in Article 16 is a matter solely between such employee and the insurance carrier. Such claims shall not, therefore, be the subject of a grievance or arbitration under this Collective Agreement.

#### 18.05 Union Education

If the local union indicates to the Hospital that its members have approved a special assessment for union education in accordance with the CUPE constitution and local union by laws, the Hospital agrees to deduct this assessment.

### **ARTICLE 19 - HEALTH AND SAFETY**

#### 19.01 Joint Health and Safety Committee

- a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee at least one representative selected or appointed by the Union from amongst Bargaining Unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every second month or more frequently at the call of the Chair if required. The Committee shall maintain minutes of all meetings and make the same

available for review.

- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Hospital at their regular or premium rate as may be applicable.
- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if they so request, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

#### 19.02 Influenza Vaccination

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- a) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- b) If an employee refuses to take the recommended or required vaccine required under this provision, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep their pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- e) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- f) This article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

### 19.03 Workers Killed or Injured on the Job

In recognition of all workers killed or injured on the job, the Hospital agrees to observe one minute of silence at 11:00 a.m. annually on April 28th where practical.

### 19.04 Violence

The hospital and the union agree that they have a shared goal of a workplace free of violence.

To that end, the local parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (including Verbal Abuse)
- In particular, the local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
  - (i) Electronic and visual flagging;
  - (ii) Properly trained security who can de-escalate, immobilize and detain / restrain;
  - (iii) Appropriate personal alarms;
  - (iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments; and
  - (v) Training in de-escalation, "break-free" and safe immobilization / detainment / restraint.

"Workplace violence" means,

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and
- (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The local parties will determine appropriate solutions to promote health and safety in workplaces, which shall include the adoption of the following mandatory provisions:

1. The Hospital will ensure that employees are properly advised in advance if they are required to interact with patients who the Hospital is aware have exhibited violent behaviour previously or who could otherwise reasonably be considered to pose a danger of exhibiting violent behaviour.
2. The Hospital shall give due consideration to whether, in light of all the relevant circumstances, it is appropriate that an employee interacts with a known violent patient alone.
3. The Hospital shall notify the Union without undue delay of any incident of an employee being subjected to violence at the workplace. The timing and nature of

such notification may be negotiated locally by the parties.

## **ARTICLE 20 - COMPENSATION**

### **20.01(a) Job Classification**

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made with ten (10) days after the receipt of notice from the Hospital of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the Bargaining Unit having regard to the requirements of such classification.

When the Hospital makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Hospital agrees to meet with the Union, if requested, to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the Bargaining Unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Hospital.

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB an employee is unable to carry out the regular functions of their position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

Such an accommodation shall not result in an increase in pay for any employees affected by the changes made.

### **20.01(b) Job Descriptions**

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification, which is covered by terms of this collective agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Hospital notifies the Union of the rate of pay pursuant to Article above.

### **20.02 Promotion to a Higher Classification**

An employee who is promoted to a higher-rated classification within the Bargaining Unit will be placed in the range of the higher-rated classification so that they shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of their previous classification (provided that they do not exceed the wage rate of the classification to which they have been promoted).

20.03 Wages and Classification Premiums

- (a) Schedule "A" shall be the basic wages for the classifications named therein during the life of this Agreement.

The wage rates in effect for the duration of this Collective Agreement shall be as set forth in Schedule "A" attached to and forming part of this Collective Agreement.

- (b) Schedule "A": rates of pay shall be expressed in monthly and hourly figures.

20.04 Pay Days

Pay day shall be every second Friday. When such pay day falls on a statutory holiday, the day prior shall become the pay day.

Pay cheques shall be in the form of a direct deposit to the bank or credit union of the employee's choice.

When an error has been made on an employee's cheque, they may request within three (3) banking days after deposit, that an adjustment be made prior to the next payday.

20.05 No Elimination

The Hospital agrees that there shall be no elimination of classifications without prior consultation.

**ARTICLE 21 - DURATION**

21.01 Term

This Agreement shall be effective from date of ratification and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of September 28, 2023. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

21.02 Retroactivity

Retroactive payment to individuals relating to the foregoing general wage increases shall be paid within four (4) pay periods of the date of ratification and shall be based on all hours paid from September 29, 2023.

Retroactive payment of wages shall be by separate cheque where the existing payroll system permits. Where the existing payroll system does not allow for payment by separate cheque, the Hospital will supply each employee with a separately written, detailed explanation of the retroactive pay calculations made.

Employees who have terminated their employment after September 29, 2023, shall be sent a notice by the Hospital by Registered Mail to their last-known address, and such individuals shall have sixty (60) days from the date of such notice within which to claim retroactive payment.

21.03 Central Bargaining

Notwithstanding the foregoing provisions, in the event the parties to this Agreement agree to negotiate for its renewal through the process of central bargaining, either party to this Agreement may give notice to the other party of its desire to bargain for amendments on local

matters proposed for incorporation in the renewal of this Agreement and negotiations on local matters shall take place during the period from one hundred and twenty (120) to sixty (60) days prior to the termination date of this Agreement. Negotiations on central matters shall take place during this period commencing forty-five (45) days prior to the termination date of this Agreement.

It is understood and agreed that "local matters" means, those matters which have been determined by mutual agreement between the Central Negotiating Committees respectively representing each of the parties to this Agreement as being subjects for local bargaining directly between the parties to this Agreement. It is also agreed that local bargaining shall be subject to such procedures that may be determined by mutual agreements between the Central Negotiating Committees referred to above. For such purposes, it is further understood that the Central Negotiating Committees will meet during the sixth month prior to the month of termination of this Agreement to convey the intentions of their principals as to possible participation in Central Negotiations, if any, and the conditions for such central bargaining.

Signed at Electronically, this 7th day of February, 2024.

FOR THE HOSPITAL

J. Hamel  
\_\_\_\_\_  
Kaye Balajadia  
Kaye Balajadia (Feb 1, 2024 15:56 CST)  
\_\_\_\_\_  
Sean Hailstone  
Sean Hailstone (Feb 2, 2024 05:36 CST)  
\_\_\_\_\_  
Meaghan Underwood  
Meaghan Underwood (Feb 2, 2024 09:55 CST)  
\_\_\_\_\_  
RC/COPEA91  
Carolyn Voort  
Carolyn Voort (Feb 2, 2024 09:08 CST)

FOR THE UNION

Daniel Smith  
Daniel Smith (Feb 2, 2024 09:21 CST)  
\_\_\_\_\_  
Assunta Dewson  
Assunta Dewson (Feb 2, 2024 09:31 CST)  
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Tracy Muir  
Tracy Muir (Feb 2, 2024 12:52 CST)  
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## CUPE 3634

### Extended Tour Addendum - Amendments to the Collective Agreement

1. Extended tours (12 hour shifts) shall be introduced into any department when:
  - (a) seventy-five percent (75%) of the employees in the department so indicate by secret ballot; and
  - (b) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner; and
  - (c) there is sufficient and suitable staffing complement available to enable the extended tour program and resultant work schedules to function.

2. Trial Period & Evaluation

The parties agree that a trial period for introduction of extended tours in a department will be no more than twenty-four (24) weeks. During, or before the end of the trial period, the schedule and the system will be evaluated separately by both the employer and employees. Extended tours will be continued when seventy-five percent (75%) of the employees affected indicate agreement by secret ballot at the end of the trial period, and upon agreement of the Hospital, and such agreement shall not be withheld in an arbitrary or unreasonable manner.

3. Participation

All full-time employees working in a department with extended tours will, as a condition of employment, be required to work extended tours on a rotating basis in accordance with the department's posted schedule.

4. Discontinuation

Extended tours may be discontinued in any unit when:

- (a) fifty percent (50%) of the employees in the department so indicate by secret ballot; and
- (b) the Hospital because of:
  - i) adverse effects on patient care;
  - ii) inability to provide a workable staffing schedule;
  - iii) where the Hospital wishes to do so for other reasons which are neither unreasonable nor arbitrary,

states its intention to discontinue extended tours in the schedule.

When notice of discontinuation is given by either party in accordance with the above, then:

- i) the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
- ii) where it is determined that extended tours will be discontinued, affected employees shall be given sixty (60) days notice before the schedules are so amended.

12.04 Bereavement Leave

Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for thirty (30) consecutive working hours off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent. Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for twenty-two and a half (22.5) consecutive working hours off without loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or grandparent of spouse. An employee shall be granted seven and a half (7.5) hours bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of their aunt or uncle, niece or nephew. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

13.01 Sick Leave - HOODIP

Sick leave benefits will be in accordance with Hospital of Ontario Disability Income Plan.

14.01 Hours of Work

The shift hours for all full-time employees working extended tours shall be twelve (12) hours per tour, including unpaid meal time. An employee working a full extended tour shall be paid for eleven and one-quarter (11.25) hours of work at their regular straight time hourly rate.

16.06 Holiday on a Work Day

A full-time employee who is required to work an extended tour on a paid holiday shall be paid at the rate of time and one-half (1.5) their regular straight time hourly rate and shall be granted a regular seven and one-half (7.5) hour day off in lieu with pay.

16.05 Holiday on a Day Off/Vacation

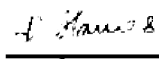

Where a paid holiday falls on a scheduled day off for an employee or in their vacation, the employer shall:

- (a) with the agreement of the employee, pay the employee their regular straight time rate of pay for the holiday on the basis of a normal seven and one-half (7.5) hour tour; or
- (b) grant a mutually agreed seven and one half (7.5) hour working day that is to be taken within three hundred and sixty-four (364) days after the day on which the actual paid holiday falls.



16.06 A regular full-time employee who is not required to work on a designated holiday shall be paid for seven and one-half (7.5) hours at their regular straight time hourly rate of pay.

Dated this 7th day of February, 2024.

FOR THE HOSPITAL

  
\_\_\_\_\_  
  
Kaye Balajadia (Feb 1, 2024 15:56 CST)

FOR THE UNION

  
\_\_\_\_\_  
Daniel Smith (Feb 2, 2024 09:21 CST)  
  
\_\_\_\_\_  
Assunta Dewson (Feb 2, 2024 09:31 CST)

*Sean Hailstone*

Sean Hailstone (Feb 2, 2024 05:36 CST)

*Meaghan Underwood*

Meaghan Underwood (Feb 2, 2024 08:55 CST)

*Carolyn Voort*

Carolyn Voort (Feb 2, 2024 09:08 CST)

*Tracy Munn*

Tracy Munn (Feb 7, 2024 12:52 CST)

## SCHEDULE A - Wage Grid

**TITLE: CHIROPODIST**

DATE	1	2	3	4	5	6	7	8	9
September 29, 2017	60,922.90	62,433.24	63,270.28	64,107.34	65,399.31	66,327.35	67,273.60	68,729.33	70,452.21
	5,076.91	5,202.77	5,272.52	5,342.28	5,449.94	5,527.28	5,606.13	5,727.44	5,871.02
	31.2425	32.0170	32.4463	32.8756	33.5381	34.0140	34.4993	35.2458	36.1293
September 29, 2018	61,775.82	63,307.31	64,156.06	65,004.84	66,314.90	67,255.93	68,215.43	69,691.54	71,438.54
	5,147.99	5,275.61	5,346.34	5,417.07	5,526.24	5,604.66	5,684.62	5,807.63	5,953.21
	31.6799	32.4653	32.9005	33.3358	34.0076	34.4902	34.9823	35.7393	36.6351
September 29, 2019	62,764.23	64,320.23	65,182.56	66,044.92	67,375.94	68,332.02	69,306.88	70,806.60	72,581.56
	5,230.35	5,360.02	5,431.88	5,503.74	5,614.66	5,694.34	5,775.57	5,900.55	6,048.46
	32.1868	32.9847	33.4270	33.8692	34.5518	35.0421	35.5420	36.3111	37.2213
September 29, 2020	63,799.84	65,381.51	66,258.07	67,134.66	68,487.64	69,459.50	70,450.44	71,974.91	73,779.16
	5,316.65	5,448.46	5,521.51	5,594.56	5,707.30	5,788.29	5,870.87	5,997.91	6,148.26
	32.7179	33.5290	33.9785	34.4280	35.1219	35.6203	36.1284	36.9102	37.8355
September 29, 2021	66,830.33	68,487.13	69,405.33	70,323.56	71,740.80	72,758.83	73,796.84	75,393.72	77,283.67
	5,569.19	5,707.26	5,783.78	5,860.30	5,978.40	6,063.24	6,149.74	6,282.81	6,440.31
	34.2720	35.1216	35.5925	36.0634	36.7902	37.3122	37.8445	38.6634	39.6327
September 29, 2022	69,169.39	70,884.18	71,834.51	72,784.88	74,251.73	75,305.39	76,379.73	78,032.50	79,988.60
	5,764.12	5,907.02	5,986.21	6,065.41	6,187.64	6,275.45	6,364.98	6,502.71	6,665.72
	35.4715	36.3509	36.8382	37.3256	38.0778	38.6181	39.1691	40.0167	41.0198

**TITLE: THERAPEUTIC DIETITIAN**

**DIETN**

DATE	1	2	3	4	5	6	7	8	9
September 29, 2017	67,874.55	71,370.25	72,458.73	73,526.27	74,991.54	76,100.94	77,294.10	78,508.16	80,378.90
	5,656.21	5,947.52	6,038.23	6,127.19	6,249.30	6,341.75	6,441.18	6,542.35	6,698.24
	34.8075	36.6001	37.1583	37.7058	38.4572	39.0261	39.6380	40.2606	41.2199
September 29, 2018	68,824.79	72,369.43	73,473.15	74,555.64	76,041.42	77,166.35	78,376.22	79,607.27	81,504.20
	5,735.40	6,030.79	6,122.76	6,212.97	6,336.79	6,430.53	6,531.35	6,633.94	6,792.02
	35.2948	37.1125	37.6785	38.2337	38.9956	39.5725	40.1929	40.8242	41.7970
September 29, 2019	69,925.99	73,527.34	74,648.72	75,748.53	77,258.08	78,401.01	79,630.24	80,880.99	82,808.27
	5,827.17	6,127.28	6,220.73	6,312.38	6,438.17	6,533.42	6,635.85	6,740.08	6,900.69
	35.8595	37.7063	38.2814	38.8454	39.6195	40.2056	40.8360	41.4774	42.4658
September 29, 2020	73,918.76	77,725.75	78,911.16	80,073.77	81,669.52	82,877.71	84,177.13	85,499.29	87,535.50
	6,159.90	6,477.15	6,575.93	6,672.81	6,805.79	6,906.48	7,014.76	7,124.94	7,294.63
	37.9071	39.8594	40.4673	41.0635	41.8818	42.5014	43.1678	43.8458	44.8900
September 29, 2021	77,429.91	81,417.72	82,659.44	83,877.28	85,548.82	86,814.40	88,175.54	89,560.51	91,693.44
	6,452.49	6,784.81	6,888.29	6,989.77	7,129.07	7,234.53	7,347.96	7,463.38	7,641.12
	39.7076	41.7527	42.3895	43.0140	43.8712	44.5202	45.2182	45.9285	47.0223
September 29, 2022	80,139.95	84,267.34	85,552.52	86,812.98	88,543.03	89,852.90	91,261.68	92,695.13	94,902.71
	6,678.33	7,022.28	7,129.38	7,234.41	7,378.59	7,487.74	7,605.14	7,724.59	7,908.56
	41.0974	43.2140	43.8731	44.5195	45.4067	46.0784	46.8009	47.5360	48.6681

**TITLE: SENIOR THERAPEUTIC DIETITIAN****DITNS**

DATE	1	2	3	4	5	6	7	8	9
January 27, 2022	78,017.78	82,035.87	83,287.02	84,514.10	86,198.34	87,473.53	88,845.00	90,240.49	92,391.00
	6,501.48	6,836.32	6,940.59	7,042.84	7,183.19	7,289.46	7,403.75	7,520.04	568.56
	40.0091	42.0697	42.7113	43.3406	44.2043	44.8582	45.5615	46.2772	47.3800
September 29, 2022	84,583.96	88,940.22	90,296.67	91,627.01	93,453.00	94,835.52	96,322.42	97,835.35	100,166.86
	7,048.66	7,411.68	7,524.72	7,635.58	7,787.75	7,902.96	8,026.87	8,152.95	8,347.24
	43.3764	45.6104	46.3060	46.9882	47.9246	48.6336	49.3961	50.1720	51.3676

**TITLE: DISCHARGE PLANNER/SOCIAL WORKER 1****DPSWI**

DATE	1	2	3	4	5	6	7
September 29, 2017	54,299.21	56,209.93	58,102.41	59,994.93	61,923.73	63,834.47	66,721.87
	4,524.93	4,684.16	4,841.87	4,999.58	5,160.31	5,319.54	5,560.16
	27.8457	28.8256	29.7961	30.7666	31.7558	32.7356	34.2163
September 29, 2018	55,059.40	56,996.87	58,915.84	60,834.86	62,790.66	64,728.15	67,655.98
	4,588.28	4,749.74	4,909.65	5,069.57	5,232.56	5,394.01	5,638.00
	28.2356	29.2292	30.2133	31.1974	32.2003	33.1939	34.6954
September 29, 2019	55,940.35	57,908.82	59,858.49	61,808.22	63,795.31	65,763.80	68,738.48
	4,661.70	4,825.74	4,988.21	5,150.69	5,316.28	5,480.32	5,728.21
	28.6874	29.6968	30.6967	31.6965	32.7155	33.7250	35.2505
September 29, 2020	56,863.37	58,864.32	60,846.16	62,828.06	64,847.93	66,848.90	69,872.66
	4,738.61	4,905.36	5,070.51	5,235.67	5,403.99	5,570.74	5,822.72
	29.1607	30.1868	31.2032	32.2195	33.2553	34.2815	35.8321
September 29, 2021	59,564.38	61,660.38	63,736.35	65,812.39	67,928.21	70,024.22	73,191.61
	4,963.70	5,138.36	5,311.36	5,484.37	5,660.68	5,835.35	6,099.30
	30.5458	31.6207	32.6853	33.7499	34.8350	35.9099	37.5342
September 29, 2022	61,649.13	63,818.49	65,967.12	68,115.83	70,305.69	72,475.07	75,753.32
	5,137.43	5,318.21	5,497.26	5,676.32	5,858.81	6,039.59	6,312.78
	31.6149	32.7274	33.8293	34.9312	36.0542	37.1667	38.8479

**TITLE: EKG TECHNICIAN - REGISTERED****EKGTK/EKGT**

DATE	1	2	3	4	5	6
September 29, 2017	50,404.27	51,324.31	52,331.95	53,230.06	55,135.84	56,628.89
	4,200.36	4,277.03	4,361.00	4,435.84	4,594.65	4,719.07
	25.8483	26.3202	26.8369	27.2975	28.2748	29.0405
September 29, 2018	51,109.93	52,042.85	53,064.60	53,975.28	55,907.74	57,421.69
	4,259.16	4,336.90	4,422.05	4,497.94	4,658.98	4,785.14
	26.2102	26.6886	27.2126	27.6796	28.6706	29.4470
September 29, 2019	51,927.69	52,875.54	53,913.63	54,838.88	56,802.26	58,340.44
	4,327.31	4,406.30	4,492.80	4,569.91	4,733.52	4,861.70
	26.6296	27.1157	27.6480	28.1225	29.1294	29.9182
September 29, 2020	54,638.32	55,635.64	56,727.92	57,701.47	59,767.34	61,386.00
	4,553.19	4,636.30	4,727.33	4,808.46	4,980.61	377.76
	28.0196	28.5311	29.0912	29.5905	30.6499	31.4800
September 29, 2021	57,233.64	58,278.34	59,422.50	60,442.29	62,606.29	64,301.84
	4,769.47	4,856.53	4,951.87	5,036.86	5,217.19	5,358.49
	29.3506	29.8863	30.4731	30.9960	32.1058	32.9753
September 29, 2022	59,236.81	60,318.08	61,502.29	62,557.77	64,797.51	66,552.40
	4,936.40	5,026.51	5,125.19	5,213.15	5,399.79	5,546.03
	30.3779	30.9323	31.5396	32.0809	33.2295	34.1294

**TITLE: MEDICAL LABORATORY TECHNOLOGIST (MLT)****MLT**

DATE	1	2	3	4	5	6	7	8	9
September 29, 2017	65,745.70	69,063.32	70,141.56	71,323.47	73,023.76	74,371.56	75,947.44	77,709.94	79,562.50
	5,478.81	5,755.28	5,845.13	5,943.62	6,085.31	6,197.63	6,328.95	6,475.83	6,630.21
	33.7157	35.4171	35.9700	36.5761	37.4481	38.1393	38.9474	39.8513	40.8013
September 29, 2018	66,666.14	70,030.21	71,123.54	72,322.00	74,046.09	75,412.76	77,010.70	78,797.88	80,676.38
	5,555.51	5,835.85	5,926.96	6,026.83	6,170.51	6,284.40	6,417.56	6,566.49	6,723.03
	34.1878	35.9129	36.4736	37.0882	37.9724	38.6732	39.4927	40.4092	41.3725
September 29, 2019	67,732.80	71,150.69	72,261.52	73,479.15	75,230.83	76,619.36	78,242.87	80,058.65	81,967.20
	5,644.40	5,929.22	6,021.79	6,123.26	6,269.24	6,384.95	6,520.24	6,671.55	6,830.60
	34.7348	36.4875	37.0572	37.6816	38.5799	39.2920	40.1245	41.0557	42.0345
September 29, 2020	70,028.94	73,562.70	74,711.19	75,970.09	77,781.16	79,216.76	80,895.30	82,772.64	84,747.00
	5,835.75	6,130.22	6,225.93	6,330.84	6,481.76	6,601.40	6,741.28	6,897.72	7,062.25
	35.9123	37.7245	38.3134	38.9590	39.8878	40.6240	41.4848	42.4475	43.4600
September 29, 2021	73,355.32	77,056.93	78,259.97	79,578.67	81,475.76	82,979.55	84,737.83	86,704.34	88,772.48
	6,112.94	6,421.41	6,521.66	6,631.56	6,789.65	6,914.96	7,061.49	7,225.36	7,397.71
	37.6181	39.5164	40.1333	40.8096	41.7824	42.5536	43.4553	44.4638	45.5244
September 29, 2022	75,922.75	79,753.92	80,999.07	82,363.93	84,327.41	85,883.84	87,703.65	89,738.99	91,879.52
	6,326.90	6,646.16	6,749.92	6,863.66	7,027.28	7,156.99	7,308.64	7,478.25	7,656.63
	38.9347	40.8994	41.5380	42.2379	43.2448	44.0430	44.9762	46.0200	47.1177

**TITLE: MEDICAL LABORATORY TECHNOLOGIST (CYTOLOGY)****MLTCY**

DATE	1	2	3	4	5	6	7	8	9
September 29, 2017	65,745.70	69,063.32	70,141.56	71,323.47	73,023.76	74,371.56	75,947.44	77,709.94	79,562.50
	5,478.81	5,755.28	5,845.13	5,943.62	6,085.31	6,197.63	6,328.95	6,475.83	6,630.21
	33.7157	35.4171	35.9700	36.5761	37.4481	38.1393	38.9474	39.8513	40.8013
September 29, 2018	66,666.14	70,030.21	71,123.54	72,322.00	74,046.09	75,412.76	77,010.70	78,797.88	80,676.38
	5,555.51	5,835.85	5,926.96	6,026.83	6,170.51	6,284.40	6,417.56	6,566.49	6,723.03
	34.1878	35.9129	36.4736	37.0882	37.9724	38.6732	39.4927	40.4092	41.3725
September 29, 2019	67,732.80	71,150.69	72,261.52	73,479.15	75,230.83	76,619.36	78,242.87	80,058.65	81,967.20
	5,644.40	5,929.22	6,021.79	6,123.26	6,269.24	6,384.95	6,520.24	6,671.55	6,830.60
	34.7348	36.4875	37.0572	37.6816	38.5799	39.2920	40.1245	41.0557	42.0345
September 29, 2020	70,028.94	73,562.70	74,711.19	75,970.09	77,781.16	79,216.76	80,895.30	82,772.64	84,747.00
	5,835.75	6,130.22	6,225.93	6,330.84	6,481.76	6,601.40	6,741.28	6,897.72	7,062.25
	35.9123	37.7245	38.3134	38.9590	39.8878	40.6240	41.4848	42.4475	43.4600
September 29, 2021	73,355.32	77,056.93	78,259.97	79,578.67	81,475.76	82,979.55	84,737.83	86,704.34	88,772.48
	6,112.94	6,421.41	6,521.66	6,631.56	6,789.65	6,914.96	7,061.49	7,225.36	7,397.71
	37.6181	39.5164	40.1333	40.8096	41.7824	42.5536	43.4553	44.4638	45.5244
September 29, 2022	75,922.75	79,753.92	80,999.07	82,363.93	84,327.41	85,883.84	87,703.65	89,738.99	91,879.52
	6,326.90	6,646.16	6,749.92	6,863.66	7,027.28	7,156.99	7,308.64	7,478.25	7,656.63
	38.9347	40.8994	41.5380	42.2379	43.2448	44.0430	44.9762	46.0200	47.1177

**TITLE: SENIOR REGISTERED MEDICAL LAB TECHNOLOGIST****MLTSR**

DATE	1	2	3	4	5	6	7	8	9
September 29, 2017	69,670.81 5,805.90 35.7286	73,192.74 6,099.40 37.5347	74,337.40 6,194.78 38.1217	75,592.08 6,299.34 38.7652	77,397.09 6,449.76 39.6908	78,827.85 6,568.99 40.4245	80,500.79 6,708.40 41.2825	82,371.79 6,864.32 42.2419	84,337.22 7,028.10 43.2499
September 29, 2018	70,646.20 5,887.18 36.2288	74,217.44 6,184.79 38.0602	75,378.12 6,281.51 38.6554	76,650.37 6,387.53 39.3079	78,480.65 6,540.05 40.2465	79,931.44 6,660.95 40.9905	81,627.80 6,802.32 41.8604	83,525.00 6,960.42 42.8333	85,517.94 7,126.50 43.8554
September 29, 2019	71,776.54 5,981.38 36.8085	75,404.92 6,283.74 38.6692	76,584.17 6,382.01 39.2739	77,876.78 6,489.73 39.9368	79,736.34 6,644.70 40.8904	81,210.34 6,767.53 41.6463	82,933.84 6,911.15 42.5302	84,861.40 7,071.78 43.5187	86,886.23 7,240.52 44.5570
September 29, 2020	74,231.30 6,185.94 38.0673	77,983.77 6,498.65 39.9917	79,203.35 6,600.28 40.6171	80,540.17 6,711.68 41.3026	82,463.32 6,871.94 42.2889	83,987.73 6,998.98 43.0706	85,770.18 7,147.51 43.9847	87,763.66 7,313.64 45.0070	89,856.00 7,488.00 46.0800
September 29, 2021	77,757.28 6,479.77 39.8755	81,688.00 6,807.33 41.8913	82,965.51 6,913.79 42.5464	84,365.82 7,030.49 43.2645	86,380.33 7,198.36 44.2976	87,977.15 7,331.43 45.1165	89,844.26 7,487.02 46.0740	91,932.43 7,661.04 47.1448	94,124.16 7,843.68 48.2688
September 29, 2022	80,478.79 6,706.57 41.2712	84,547.08 7,045.59 43.3575	85,869.30 7,155.78 44.0355	87,318.63 7,276.55 44.7788	89,403.64 7,450.30 45.8480	91,056.35 7,588.03 46.6956	92,988.81 7,749.07 47.6866	95,150.07 7,929.17 48.7949	97,418.51 8,118.21 49.9582

**TITLE: MEDICAL RECORDS TECHNICIAN (H.R.T. 1)****HRT1**

DATE	1	2	3	4	5	6	7	8
September 29, 2017	47,452.67 3,954.39 24.3347	47,853.59 3,987.80 24.5403	48,294.65 4,024.55 24.7665	48,675.57 4,056.30 24.9618	49,677.94 4,139.83 25.4759	50,780.56 4,231.71 26.0413	52,003.45 4,333.62 26.6684	53,144.15 4,428.68 27.2534
September 29, 2018	48,117.01 4,009.75 24.6754	48,523.54 4,043.63 24.8839	48,970.78 4,080.90 25.1132	49,357.03 4,113.09 25.3113	50,373.43 4,197.79 25.8325	51,491.49 4,290.96 26.4059	52,731.50 4,394.29 27.0418	53,888.17 4,490.68 27.6350
September 29, 2019	48,886.88 4,073.91 25.0702	49,299.92 4,108.33 25.2820	49,754.31 4,146.19 25.5150	50,146.74 4,178.90 25.7163	51,179.40 4,264.95 26.2458	52,315.35 4,359.61 26.8284	53,575.20 4,464.60 27.4745	54,750.38 4,562.53 28.0771
September 29, 2020	51,780.98 4,315.08 26.5544	52,218.48 4,351.54 26.7787	52,699.77 4,391.65 27.0255	53,115.43 4,426.29 27.2387	54,209.22 4,517.44 27.7996	55,412.42 4,617.70 28.4166	56,746.85 4,728.90 29.1009	57,993.00 4,832.75 29.7400
September 29, 2021	54,240.58 4,520.05 27.8157	54,698.85 4,558.24 28.0507	55,203.00 4,600.25 28.3092	55,638.41 4,636.53 28.5325	56,784.16 4,732.01 29.1201	58,044.51 4,837.04 29.7664	59,442.33 4,953.53 30.4832	60,747.67 5,062.31 31.1527
September 29, 2022	56,139.00 4,678.25 28.7892	56,613.31 4,717.78 29.0325	57,135.11 4,761.26 29.3001	57,585.75 4,798.81 29.5312	58,771.60 4,897.63 30.1393	60,076.07 5,006.34 30.8082	61,522.81 5,126.90 31.5502	62,873.84 5,239.49 32.2430

**TITLE: HEALTH RECORDS TECHNICIAN (H.R.T. 2)****HRT2**

DATE	1	2	3	4	5	6
September 29, 2017	56,199.65	56,615.95	57,064.27	57,480.55	57,960.88	58,408.91
	4,683.30	4,718.00	4,755.36	4,790.05	4,830.07	4,867.41
	28.8203	29.0338	29.2637	29.4772	29.7235	29.9533
September 29, 2018	56,986.45	57,408.57	57,863.17	58,285.28	58,772.33	59,226.63
	4,748.87	4,784.05	4,821.93	4,857.11	4,897.69	4,935.55
	29.2238	29.4403	29.6734	29.8899	30.1397	30.3726
September 29, 2019	57,898.23	58,327.11	58,788.98	59,217.84	59,712.69	60,174.26
	4,824.85	4,860.59	4,899.08	4,934.82	4,976.06	5,014.52
	29.6914	29.9113	30.1482	30.3681	30.6219	30.8586
September 29, 2020	60,602.08	61,050.99	61,534.43	61,983.31	62,501.27	62,985.00
	5,050.17	5,087.58	5,127.87	5,165.28	5,208.44	5,248.75
	31.0780	31.3082	31.5561	31.7863	32.0519	32.3000
September 29, 2021	63,480.68	63,950.91	64,457.31	64,927.52	65,470.08	65,976.79
	5,290.06	5,329.24	5,371.44	5,410.63	5,455.84	5,498.07
	32.5542	32.7953	33.0550	33.2962	33.5744	33.8343
September 29, 2022	65,702.50	66,189.19	66,713.32	67,199.98	67,761.54	68,285.98
	5,475.21	5,515.77	5,559.44	5,600.00	5,646.79	5,690.50
	33.6936	33.9432	34.2120	34.4615	34.7495	35.0184

**TITLE: SENIOR HEALTH RECORDS TECHNICIAN (H.R.T. 2)****SRHT2**

DATE	1	2	3	4	5	6	7	8	9
September 29, 2020	64,374.73	64,851.66	65,365.05	65,841.98	66,392.27	66,967.70	67,532.58	68,133.84	68,422.19
	5,364.56	5,404.30	5,447.09	5,486.83	5,532.69	5,580.64	5,627.72	5,677.82	5,701.85
	33.0127	33.2573	33.5205	33.7651	34.0473	34.3424	34.6321	34.9404	35.0883
September 29, 2021	67,432.53	67,932.11	68,469.89	68,969.47	69,545.91	70,148.66	70,740.38	71,370.19	71,672.24
	5,619.38	5,661.01	5,705.82	5,747.46	5,795.49	5,845.72	5,895.03	5,947.52	5,972.69
	34.5808	34.8370	35.1128	35.3690	35.6646	35.9737	36.2771	36.6001	36.7550
September 29, 2022	69,792.67	70,309.73	70,866.34	71,383.40	71,980.01	72,603.87	73,216.29	73,868.15	74,180.77
	5,816.06	5,859.14	5,905.53	5,948.62	5,998.33	6,050.32	6,101.36	6,155.68	6,181.73
	35.7911	36.0563	36.3417	36.6069	36.9128	37.2328	37.5468	37.8811	38.0414

**TITLE: OCCUPATIONAL THERAPIST****OT**

DATE	1	2	3	4	5	6	7	8	9
September 29, 2017	72,082.40	75,708.38	76,809.14	78,017.81	79,809.24	81,255.31	82,874.06	84,687.08	86,761.72
	6,006.87	6,309.03	6,400.76	6,501.48	6,650.77	6,771.28	6,906.17	7,057.26	7,230.14
	36.9653	38.8248	39.3893	40.0091	40.9278	41.6694	42.4995	43.4293	44.4932
September 29, 2018	73,091.55	76,768.30	77,884.47	79,110.06	80,926.57	82,392.88	84,034.30	85,872.70	87,976.38
	6,090.96	6,397.36	6,490.37	6,592.51	6,743.88	6,866.07	7,002.86	7,156.06	7,331.37
	37.4828	39.3684	39.9408	40.5693	41.5008	42.2528	43.0945	44.0373	45.1161
September 29, 2019	74,261.01	77,996.59	79,130.62	80,375.82	82,221.40	83,711.17	85,378.85	87,246.66	89,384.00
	6,188.42	6,499.72	6,594.22	6,697.99	6,851.78	6,975.93	7,114.90	7,270.56	7,448.67
	38.0826	39.9983	40.5798	41.2184	42.1648	42.9288	43.7840	44.7419	45.8379
September 29, 2020	76,756.18	80,617.28	81,789.41	83,076.45	84,984.04	86,523.87	88,247.58	90,178.15	92,391.00
	6,396.35	6,718.11	6,815.78	6,923.04	7,082.00	7,210.32	7,353.96	7,514.85	7,699.25
	39.3621	41.3422	41.9433	42.6033	43.5816	44.3712	45.2552	46.2452	47.3800
September 29, 2021	80,402.10	84,446.60	85,674.41	87,022.58	89,020.78	90,633.75	92,439.34	94,461.61	96,779.57
	6,700.17	7,037.22	7,139.53	7,251.88	7,418.40	7,552.81	7,703.28	7,871.80	8,064.96
	41.2318	43.3059	43.9356	44.6270	45.6517	46.4788	47.4048	48.4419	49.6306
September 29, 2022	83,216.17	87,402.23	88,673.01	90,068.37	92,136.51	93,805.93	95,674.72	97,767.77	100,166.86
	6,934.68	7,283.52	7,389.42	7,505.70	7,678.04	7,817.16	7,972.89	8,147.31	8,347.24
	42.6750	44.8217	45.4733	46.1889	47.2495	48.1056	49.0640	50.1373	51.3676

**TITLE: PSYCHIATRIC O.T. TECHNICIAN****PSOTT**

DATE	1	2	3	4
September 29, 2017	50,650.15	51,250.73	51,831.39	52,967.44
	4,220.85	4,270.89	4,319.28	4,413.95
	25.9744	26.2824	26.5802	27.1628
September 29, 2018	51,359.25	51,968.24	52,557.03	53,708.98
	4,279.94	4,330.69	4,379.75	4,475.75
	26.3381	26.6504	26.9523	27.5431
September 29, 2019	52,181.00	52,799.73	53,397.94	54,568.32
	4,348.42	4,399.98	4,449.83	4,547.36
	26.7595	27.0768	27.3836	27.9838
September 29, 2020	54,430.00	55,075.40	55,699.39	56,920.50
	4,535.83	4,589.62	4,641.62	4,743.38
	27.9128	28.2438	28.5638	29.1900
September 29, 2021	57,015.43	57,691.48	58,345.11	59,624.22
	4,751.29	4,807.62	4,862.09	4,968.69
	29.2387	29.5854	29.9206	30.5765
September 29, 2022	59,010.97	59,710.68	60,387.19	61,711.07
	4,917.58	4,975.89	5,032.27	5,142.59
	30.2620	30.6209	30.9678	31.6467

**TITLE: PHARMACIST II****PHM2**

DATE	1	2	3	4	5	6	7	8	9
September 29, 2017	88,580.21 7,381.68 45.4257	92,751.85 7,729.32 47.5651	93,900.56 7,825.05 48.1541	94,888.03 7,907.34 48.6605	96,439.81 8,036.65 49.4563	97,568.39 8,130.70 50.0351	98,636.48 8,219.71 50.5828	99,785.18 8,315.43 51.1719	102,149.73 8,512.48 52.3845
September 29, 2018	89,820.33 7,485.03 46.0617	94,050.38 7,837.53 48.2310	95,215.17 7,934.60 48.8283	96,216.46 8,018.04 49.3418	97,789.97 8,149.16 50.1487	98,934.35 8,244.53 50.7356	100,017.39 8,334.78 51.2910	101,182.17 8,431.85 51.8883	103,579.83 8,631.65 53.1179
September 29, 2019	91,257.46 7,604.79 46.7987	95,555.19 7,962.93 49.0027	96,738.61 8,061.55 49.6095	97,755.92 8,146.33 50.1312	99,354.61 8,279.55 50.9511	100,517.30 8,376.44 51.5473	101,617.67 8,468.14 52.1116	102,801.08 8,566.76 52.7185	105,237.11 8,769.76 53.9677
September 29, 2020	95,172.41 7,931.03 48.8064	99,654.51 8,304.54 51.1049	100,888.70 8,407.39 51.7378	101,949.65 8,495.80 52.2819	103,616.92 8,634.74 53.1369	104,829.49 8,735.79 53.7587	105,977.07 8,831.42 54.3472	107,211.25 8,934.27 54.9801	109,746.00 9,145.50 56.2800
September 29, 2021	99,693.09 8,307.76 51.1247	104,388.10 8,699.01 53.5324	105,680.91 8,806.74 54.1953	106,792.26 8,899.35 54.7653	108,538.73 9,044.89 55.6609	109,808.89 9,150.74 56.3123	111,010.98 9,250.91 56.9287	112,303.78 9,358.65 57.5917	114,958.94 9,579.91 58.9533
September 29, 2022	103,182.35 8,598.53 52.9140	108,041.68 9,003.47 55.4060	109,379.74 9,114.98 56.0922	110,529.99 9,210.83 56.6820	112,337.58 9,361.47 57.6090	113,652.20 9,471.02 58.2832	114,896.36 9,574.70 58.9212	116,234.41 9,686.20 59.6074	118,982.50 9,915.21 61.0167

**TITLE: PHARMACY TECHNICIAN****PHMT/PHMA**

DATE	1	2	3	4	5	6	7	8
September 29, 2017	49,454.60 4,121.22 25.3613	50,375.68 4,197.97 25.8337	51,318.73 4,276.56 26.3173	52,590.73 4,382.56 26.9696	53,182.88 4,431.91 27.2733	54,082.03 4,506.84 27.7344	55,090.88 4,590.91 28.2517	56,628.89 4,719.07 29.0405
September 29, 2018	50,146.96 4,178.91 25.7164	51,080.94 4,256.75 26.1954	52,037.19 4,336.43 26.6857	53,327.00 4,443.92 27.3472	53,927.44 4,493.95 27.6551	54,839.18 4,569.93 28.1227	55,862.15 4,655.18 28.6473	57,421.69 4,785.14 29.4470
September 29, 2019	50,949.31 4,245.78 26.1279	51,898.24 4,324.85 26.6145	52,869.79 4,405.82 27.1127	54,180.23 4,515.02 27.7847	54,790.28 4,565.86 28.0976	55,716.61 4,643.05 28.5726	56,755.94 4,729.66 29.1056	58,340.44 4,861.70 29.9182
September 29, 2020	56,813.58 4,734.46 29.1352	57,871.73 4,822.64 29.6778	58,955.10 4,912.93 30.2334	60,416.37 5,034.70 30.9828	61,096.64 5,091.39 31.3316	62,129.59 5,177.47 31.8613	63,288.55 5,274.05 32.4557	65,052.00 5,421.00 33.3600
September 29, 2021	59,512.22 4,959.35 30.5191	60,620.63 5,051.72 31.0875	61,755.47 5,146.29 31.6695	63,286.15 5,273.85 32.4544	63,998.73 5,333.23 32.8199	65,080.75 5,423.40 33.3747	66,294.75 5,524.56 33.9973	68,141.97 5,678.50 34.9446
September 29, 2022	61,595.15 5,132.93 31.5873	62,742.36 5,228.53 32.1756	63,916.91 5,326.41 32.7779	65,501.17 5,458.43 33.5903	66,238.69 5,519.89 33.9686	67,358.57 5,613.21 34.5429	68,615.07 5,717.92 35.1872	70,526.94 5,877.24 36.1677

**TITLE: SENIOR PHARMACY TECHNICIAN****SRPT**

DATE	1
	74,180.73 6,181.73 38.0414

**TITLE: PHYSIOTHERAPIST****PTH**

DATE	1	2	3	4	5	6	7	8	9
September 29, 2017	72,082.40 6,006.87 36.9653	75,708.38 6,309.03 38.8248	76,809.14 6,400.76 39.3893	78,017.81 6,501.48 40.0091	79,809.24 6,650.77 40.9278	81,255.31 6,771.28 41.6694	82,874.06 6,906.17 42.4995	84,687.08 7,057.26 43.4293	86,761.72 7,230.14 44.4932
September 29, 2018	73,091.55 6,090.96 37.4828	76,768.30 6,397.36 39.3684	77,884.47 6,490.37 39.9408	79,110.06 6,592.51 40.5693	80,926.57 6,743.88 41.5008	82,392.88 6,866.07 42.2528	84,034.30 7,002.86 43.0945	85,872.70 7,156.06 44.0373	87,976.38 7,331.37 45.1161
September 29, 2019	74,261.01 6,188.42 38.0826	77,996.59 6,499.72 39.9983	79,130.62 6,594.22 40.5798	80,375.82 6,697.99 41.2184	82,221.40 6,851.78 42.1648	83,711.17 6,975.93 42.9288	85,378.85 7,114.90 43.7840	87,246.66 7,270.56 44.7419	89,384.00 7,448.67 45.8379
September 29, 2020	76,756.18 6,396.35 39.3621	80,617.28 6,718.11 41.3422	81,789.41 6,815.78 41.9433	83,076.45 6,923.04 42.6033	84,984.04 7,082.00 43.5816	86,523.87 7,210.32 44.3712	88,247.58 7,353.96 45.2552	90,178.15 7,514.85 46.2452	92,391.00 7,699.25 47.3800
September 29, 2021	80,402.10 6,700.17 41.2318	84,446.60 7,037.22 43.3059	85,674.41 7,139.53 43.9356	87,022.58 7,251.88 44.6270	89,020.78 7,418.40 45.6517	90,633.75 7,552.81 46.4788	92,439.34 7,703.28 47.4048	94,461.61 7,871.80 48.4419	96,779.57 8,064.96 49.6306
September 29, 2022	83,216.17 6,934.68 42.6750	87,402.23 7,283.52 44.8217	88,673.01 7,389.42 45.4733	90,068.37 7,505.70 46.1889	92,136.51 7,678.04 47.2495	93,805.93 7,817.16 48.1056	95,674.72 7,972.89 49.0640	97,767.77 8,147.31 50.1373	100,166.86 8,347.24 51.3676

**TITLE: PHYSIO O/T TECHNICIAN****OTPTK**

DATE	1	2	3	4
September 29, 2017	50,650.16 4,220.85 25.9744	51,250.75 4,270.90 26.2824	51,831.33 4,319.28 26.5802	52,967.44 4,413.95 27.1628
September 29, 2018	51,359.26 4,279.94 26.3381	51,968.26 4,330.69 26.6504	52,556.97 4,379.75 26.9523	53,708.98 4,475.75 27.5431
September 29, 2019	52,181.01 4,348.42 26.7595	52,799.75 4,399.98 27.0768	53,397.88 4,449.82 27.3835	54,568.32 4,547.36 27.9838
September 29, 2020	54,430.01 4,535.83 27.9128	55,075.42 4,589.62 28.2438	55,699.33 4,641.61 28.5638	56,920.500 4,743.375 29.1900
September 29, 2021	57,015.44 4,751.29 29.2387	57,691.50 4,807.63 29.5854	58,345.05 4,862.09 29.9205	59,624.22 4,968.69 30.5765
September 29, 2022	59,010.98 4,917.58 30.2620	59,710.70 4,975.89 30.6209	60,387.12 5,032.26 30.9678	61,711.07 5,142.59 31.6467

**TITLE: MENTAL HEALTH THERAPIST/SOCIAL WORKER 1****MHSW1/MSW1A/MSW1O/MH11Y**

DATE	1	2	3	4	5	6	7
September 29, 2017	54,299.25 4,524.94 27.8458	56,209.92 4,684.16 28.8256	58,102.38 4,841.87 29.7961	59,994.87 4,999.57 30.7666	61,923.72 5,160.31 31.7558	63,834.40 5,319.53 32.7356	66,721.95 5,560.16 34.2164
September 29, 2018	55,059.44 4,588.29 28.2356	56,996.86 4,749.74 29.2292	58,915.81 4,909.65 30.2132	60,834.80 5,069.57 31.1973	62,790.65 5,232.55 32.2003	64,728.08 5,394.01 33.1939	67,656.06 5,638.01 34.6954
September 29, 2019	55,940.39 4,661.70 28.6874	57,908.81 4,825.73 29.6968	59,858.46 4,988.21 30.6966	61,808.16 5,150.68 31.6965	63,795.30 5,316.28 32.7155	65,763.73 5,480.31 33.7250	68,738.56 5,728.21 35.2505
September 29, 2020	56,863.41 4,738.62 29.1607	58,864.31 4,905.36 30.1868	60,846.12 5,070.51 31.2031	62,827.99 5,235.67 32.2195	64,847.92 5,403.99 33.2553	66,848.83 5,570.74 34.2815	69,872.75 5,822.73 35.8322
September 29, 2021	59,564.42 4,963.70 30.5459	61,660.36 5,138.36 31.6207	63,736.31 5,311.36 32.6853	65,812.32 5,484.36 33.7499	67,928.20 5,660.68 34.8350	70,024.15 5,835.35 35.9098	73,191.71 6,099.31 37.5342
September 29, 2022	61,649.18 5,137.43 31.6150	63,818.48 5,318.21 32.7274	65,967.08 5,497.26 33.8293	68,115.75 5,676.31 34.9312	70,305.68 5,858.81 36.0542	72,474.99 6,039.58 37.1667	75,753.42 6,312.78 38.8479

**TITLE: MENTAL HEALTH THERAPIST/SOCIAL WORKER II****MHSW2/MSW2A**

DATE	1	2	3	4	5	6	7
September 29, 2017	65,465.42 5,455.45 33.5720	67,753.54 5,646.13 34.7454	70,041.65 5,836.80 35.9188	72,329.76 6,027.48 37.0922	74,639.06 6,219.92 38.2764	76,927.16 6,410.60 39.4498	80,378.90 6,698.24 41.2199
September 29, 2018	66,381.94 5,531.83 34.0420	68,702.09 5,725.17 35.2318	71,022.23 5,918.52 36.4217	73,342.38 6,111.87 37.6115	75,684.01 6,307.00 38.8123	78,004.14 6,500.35 40.0021	81,504.20 6,792.02 41.7970
September 29, 2019	67,444.05 5,620.34 34.5867	69,801.32 5,816.78 35.7955	72,158.59 6,013.22 37.0044	74,515.86 6,209.66 38.2133	76,894.95 6,407.91 39.4333	79,252.21 6,604.35 40.6422	82,808.27 6,900.69 42.4658
September 29, 2020	71,295.11 5,941.26 36.5616	73,786.98 6,148.91 37.8395	76,278.85 6,356.57 39.1174	78,770.72 6,564.23 40.3952	81,285.65 6,773.80 41.6849	83,777.51 6,981.46 42.9628	87,535.50 7,294.63 44.8900
September 29, 2021	74,681.62 6,223.47 38.2983	77,291.86 6,440.99 39.6368	79,902.09 6,658.51 40.9754	82,512.32 6,876.03 42.3140	85,146.72 7,095.56 43.6650	87,756.94 7,313.08 45.0036	91,693.44 7,641.12 47.0223
September 29, 2022	77,295.48 6,441.29 39.6387	79,997.07 6,666.42 41.0241	82,698.66 6,891.56 42.4096	85,400.26 7,116.69 43.7950	88,126.86 7,343.90 45.1933	90,828.44 7,569.04 46.5787	94,902.71 7,908.56 48.6681

**TITLE: MENTAL HEALTH THERAPIST/SOCIAL WORKER III****MHSW3/MSW3P/MSW3O**

DATE	1	2	3	4	5	6	7
September 29, 2017	69,453.93	71,723.54	74,014.15	76,283.75	78,553.35	80,822.95	84,460.94
	5,787.83	5,976.96	6,167.85	6,356.98	6,546.11	6,735.25	7,038.41
	35.6174	36.7813	37.9560	39.1199	40.2838	41.4477	43.3133
September 29, 2018	70,426.29	72,727.67	75,050.35	77,351.72	79,653.10	81,954.47	85,643.39
	5,868.86	6,060.64	6,254.20	6,445.98	6,637.76	6,829.54	7,136.95
	36.1160	37.2962	38.4874	39.6675	40.8477	42.0279	43.9197
September 29, 2019	71,553.11	73,891.31	76,251.16	78,589.35	80,927.55	83,265.74	87,013.68
	5,962.76	6,157.61	6,354.26	6,549.11	6,743.96	6,938.81	7,251.14
	36.6939	37.8930	39.1032	40.3022	41.5013	42.7004	44.6224
September 29, 2020	74,837.40	77,282.92	79,751.09	82,196.60	84,642.12	87,087.64	91,006.50
	6,236.45	6,440.24	6,645.92	6,849.72	7,053.51	7,257.30	7,583.88
	38.3782	39.6323	40.8980	42.1521	43.4062	44.6603	46.6700
September 29, 2021	78,392.17	80,953.86	83,539.26	86,100.94	88,662.63	91,224.30	95,329.31
	6,532.68	6,746.15	6,961.61	7,175.08	7,388.55	7,602.03	7,944.11
	40.2011	41.5148	42.8406	44.1543	45.4680	46.7817	48.8868
September 29, 2022	81,135.90	83,787.24	86,463.14	89,114.47	91,765.82	94,417.15	98,665.83
	6,761.33	6,982.27	7,205.26	7,426.21	7,647.15	7,868.10	8,222.15
	41.6082	42.9678	44.3401	45.6997	47.0594	48.4191	50.5979

**TITLE: MEDICAL LABORATORY ASSISTANT****MLA**

DATE	1	2	3	4	5
April 5, 2021	57,120.80	60,123.89	60,641.66	60,993.75	61,386.00
	4,760.07	5,010.32	5,053.47	5,082.81	5,115.50
	29.2927	30.8328	31.0983	31.2788	31.4800
September 29, 2021	59,834.04	62,979.77	63,522.14	63,890.95	64,301.84
	4,986.17	5,248.31	5,293.51	5,324.25	5,358.49
	30.6841	32.2973	32.5755	32.7646	32.9753
September 29, 2022	61,928.23	65,184.06	65,745.42	66,127.13	66,552.40
	5,160.69	5,432.01	5,478.78	5,510.59	5,546.03
	31.7581	33.4277	33.7156	33.9114	34.1294

**TITLE: MENTAL HEALTH THERAPIST/SOCIAL WORKER III****CLINICAL TEAM LEAD****MSW3C**

DATE	1	2	3	4	5	6	7
December 24, 2022	83,733.91	86,300.23	88,914.89	91,481.21	94,023.69	96,590.01	100,949.08
	6,977.83	7,191.69	7,409.57	7,623.43	7,835.31	8,049.17	8,412.42
	42.9405	44.2565	45.5974	46.9134	48.2173	49.5333	51.7688

**TITLE: MENTAL HEALTH THERAPIST/PSYCHOLOGICAL ASSOCIATE****MSW3S**

DATE	1	2	3	4	5	6	7
September 29, 2017	78,757.40 6,563.12 40.3884	81,026.75 6,752.23 41.5522	83,317.36 6,943.11 42.7269	85,587.17 7,132.26 43.8909	87,856.53 7,321.38 45.0546	90,126.11 7,510.51 46.2185	93,855.61 7,821.30 48.1311
September 29, 2018	79,860.00 6,655.00 40.9538	82,161.12 6,846.76 42.1339	84,483.80 7,040.32 43.3250	86,785.39 7,232.12 44.5053	89,086.52 7,423.88 45.6854	91,387.88 7,615.66 46.8656	95,169.59 7,930.80 48.8049
September 29, 2019	81,137.76 6,761.48 41.6091	83,475.70 6,956.31 42.8081	85,835.54 7,152.96 44.0182	88,173.96 7,347.83 45.2174	90,511.90 7,542.66 46.4164	92,850.09 7,737.51 47.6154	96,692.30 8,057.69 49.5858
September 29, 2020	82,476.53 6,873.04 42.2957	84,853.05 7,071.09 43.5144	87,251.83 7,270.99 44.7445	89,628.83 7,469.07 45.9635	92,005.35 7,667.11 47.1822	94,382.12 7,865.18 48.4011	98,287.72 8,190.64 50.4040
September 29, 2021	86,394.17 7,199.51 44.3047	88,883.57 7,406.96 45.5813	91,396.29 7,616.36 46.8699	93,886.20 7,823.85 48.1468	96,375.60 8,031.30 49.4234	98,865.27 8,238.77 50.7001	102,956.39 8,579.70 52.7981
September 29, 2022	89,417.96 7,451.50 45.8554	91,994.49 7,666.21 47.1767	94,595.16 7,882.93 48.5103	97,172.22 8,097.68 49.8319	99,748.75 8,312.40 51.1532	102,325.56 8,527.13 52.4746	106,559.86 8,879.99 54.6461

**TITLE: ACTIVITY THERAPIST - SCHEDULE 1****ACTH**

DATE	1
September 29, 2017	42,218.40 3,518.20 21.6505
September 29, 2018	42,809.46 3,567.46 21.9536
September 29, 2019	43,494.41 3,624.53 22.3048
September 29, 2020	44,212.07 3,684.34 22.6729
September 29, 2021	46,312.14 3,859.35 23.7498
September 29, 2022	47,933.07 3,994.42 24.5811

**TITLE: SENIOR REGISTERED TECHNOLOGIST, DIAGNOSTIC IMAGING****MRTSR**

DATE	1	2	3	4	5	6	7	8	9
September 29, 2017	69,654.49	73,207.72	74,326.30	75,576.53	77,353.14	78,822.68	80,423.83	82,353.96	84,337.22
	5,804.54	6,100.64	6,193.86	6,298.04	6,446.10	6,568.56	6,701.99	6,862.83	7,028.10
	35.7203	37.5424	38.1161	38.7572	39.6683	40.4219	41.2430	42.2328	43.2499
September 29, 2018	70,629.65	74,232.63	75,366.87	76,634.60	78,436.08	79,926.20	81,549.76	83,506.92	85,517.94
	5,885.80	6,186.05	6,280.57	6,386.22	6,536.34	6,660.52	6,795.81	6,958.91	7,126.50
	36.2203	38.0680	38.6497	39.2998	40.2236	40.9878	41.8204	42.8241	43.8554
September 29, 2019	71,759.72	75,420.35	76,572.74	77,860.75	79,691.06	81,205.02	82,854.56	84,843.03	86,886.23
	5,979.98	6,285.03	6,381.06	6,488.40	6,640.92	6,767.09	6,904.55	7,070.25	7,240.52
	36.7999	38.6771	39.2681	39.9286	40.8672	41.6436	42.4895	43.5092	44.5570
September 29, 2020	74,213.90	77,999.73	79,191.53	80,523.59	82,416.49	83,982.23	85,688.19	87,744.66	89,856.00
	6,184.49	6,499.98	6,599.29	6,710.30	6,868.04	6,998.52	7,140.68	7,312.06	7,488.00
	38.0584	39.9999	40.6110	41.2941	42.2649	43.0678	43.9427	44.9973	46.0800
September 29, 2021	77,739.06	81,704.71	82,953.13	84,348.46	86,331.28	87,971.39	89,758.37	91,912.53	94,124.16
	6,478.26	6,808.73	6,912.76	7,029.04	7,194.27	7,330.95	7,479.86	7,659.38	7,843.68
	39.8662	41.8999	42.5401	43.2556	44.2725	45.1135	46.0299	47.1346	48.2688
September 29, 2022	80,459.93	84,564.38	85,856.48	87,300.65	89,352.87	91,050.39	92,899.92	95,129.47	97,418.51
	6,704.99	7,047.03	7,154.71	7,275.05	7,446.07	7,587.53	7,741.66	7,927.46	8,118.21
	41.2615	43.3663	44.0290	44.7696	45.8220	46.6925	47.6410	48.7843	49.9582

**TITLE: REGISTERED TECHNOLOGIST, DIAGNOSTIC IMAGING****MRT**

DATE	1	2	3	4	5	6	7	8	9
September 29, 2017	65,745.70	69,063.32	70,141.56	71,323.47	73,023.76	74,371.56	75,947.44	77,709.94	79,562.50
	5,478.81	5,755.28	5,845.13	5,943.62	6,085.31	6,197.63	6,328.95	6,475.83	6,630.21
	33.7157	35.4171	35.9700	36.5761	37.4481	38.1393	38.9474	39.8513	40.8013
September 29, 2018	66,666.14	70,030.21	71,123.54	72,322.00	74,046.09	75,412.76	77,010.70	78,797.88	80,676.38
	5,555.51	5,835.85	5,926.96	6,026.83	6,170.51	6,284.40	6,417.56	6,566.49	6,723.03
	34.1878	35.9129	36.4736	37.0882	37.9724	38.6732	39.4927	40.4092	41.3725
September 29, 2019	67,732.80	71,150.69	72,261.52	73,479.15	75,230.83	76,619.36	78,242.87	80,058.65	81,967.20
	5,644.40	5,929.22	6,021.79	6,123.26	6,269.24	6,384.95	6,520.24	6,671.55	6,830.60
	34.7348	36.4875	37.0572	37.6816	38.5799	39.2920	40.1245	41.0557	42.0345
September 29, 2020	70,028.94	73,562.70	74,711.19	75,970.09	77,781.16	79,216.76	80,895.30	82,772.64	84,747.00
	5,835.75	6,130.22	6,225.93	6,330.84	6,481.76	6,601.40	6,741.28	6,897.72	7,062.25
	35.9123	37.7245	38.3134	38.9590	39.8878	40.6240	41.4848	42.4475	43.4600
September 29, 2021	73,355.32	77,056.93	78,259.97	79,578.67	81,475.76	82,979.55	84,737.83	86,704.34	88,772.48
	6,112.94	6,421.41	6,521.66	6,631.56	6,789.65	6,914.96	7,061.49	7,225.36	7,397.71
	37.6181	39.5164	40.1333	40.8096	41.7824	42.5536	43.4553	44.4638	45.5244
September 29, 2022	75,922.75	79,753.92	80,999.07	82,363.93	84,327.41	85,883.84	87,703.65	89,738.99	91,879.52
	6,326.90	6,646.16	6,749.92	6,863.66	7,027.28	7,156.99	7,308.64	7,478.25	7,656.63
	38.9347	40.8994	41.5380	42.2379	43.2448	44.0430	44.9762	46.0200	47.1177

**TITLE: SPEECH/LANGUAGE PATHOLOGIST (Master's Level)****SPL**

DATE	1	2	3	4	5	6	7
September 29, 2017	65,297.27 5,441.44 33.4858	69,840.61 5,820.05 35.8157	73,546.00 6,128.83 37.7159	77,251.22 6,437.60 39.6160	80,956.61 6,746.38 41.5162	84,661.97 7,055.16 43.4164	89,235.67 7,436.31 45.7619
September 29, 2018	66,211.43 5,517.62 33.9546	70,818.38 5,901.53 36.3171	74,575.64 6,214.64 38.2439	78,332.74 6,527.73 40.1706	82,090.00 6,840.83 42.0974	85,847.24 7,153.94 44.0242	90,484.97 7,540.41 46.4025
September 29, 2019	67,270.81 5,605.90 34.4979	71,951.47 5,995.96 36.8982	75,768.85 6,314.07 38.8558	79,586.06 6,632.17 40.8134	83,403.44 6,950.29 42.7710	87,220.80 7,268.40 44.7286	91,932.73 7,661.06 47.1450
September 29, 2020	68,380.78 5,698.40 35.0671	73,138.67 6,094.89 37.5070	77,019.04 6,418.25 39.4969	80,899.23 6,741.60 41.4868	84,779.60 7,064.97 43.4767	88,659.94 7,388.33 45.4666	93,449.62 7,787.47 47.9229
September 29, 2021	71,628.87 5,969.07 36.7328	76,612.76 6,384.40 39.2886	80,677.44 6,723.12 41.3730	84,741.94 7,061.83 43.4574	88,806.63 7,400.55 45.5419	92,871.29 7,739.27 47.6263	97,888.48 8,157.37 50.1992
September 29, 2022	74,135.88 6,177.99 38.0184	79,294.20 6,607.85 40.6637	83,501.15 6,958.43 42.8211	87,707.91 7,308.99 44.9784	91,914.86 7,659.57 47.1358	96,121.78 8,010.15 49.2932	101,314.57 8,442.88 51.9562

**TITLE: RESPIRATORY THERAPIST****RESPT**

DATE	1	2	3	4	5	6	7	8	9
September 29, 2017	65,745.70 5,478.81 33.7157	69,063.32 5,755.28 35.4171	70,141.56 5,845.13 35.9700	71,323.47 5,943.62 36.5761	73,023.76 6,085.31 37.4481	74,371.56 6,197.63 38.1393	75,947.44 6,328.95 38.9474	77,709.94 6,475.83 39.8513	79,562.50 6,630.21 40.8013
September 29, 2018	66,666.14 5,555.51 34.1878	70,030.21 5,835.85 35.9129	71,123.54 5,926.96 36.4736	72,322.00 6,026.83 37.0882	74,046.09 6,170.51 37.9724	75,412.76 6,284.40 38.6732	77,010.70 6,417.56 39.4927	78,797.88 6,566.49 40.4092	80,676.38 6,723.03 41.3725
September 29, 2019	67,732.80 5,644.40 34.7348	71,150.69 5,929.22 36.4875	72,261.52 6,021.79 37.0572	73,479.15 6,123.26 37.6816	75,230.83 6,269.24 38.5799	76,619.36 6,384.95 39.2920	78,242.87 6,520.24 40.1245	80,058.65 6,671.55 41.0557	81,967.20 6,830.60 42.0345
September 29, 2020	72,331.86 6,027.65 37.0933	75,981.82 6,331.82 38.9650	77,168.08 6,430.67 39.5734	78,468.38 6,539.03 40.2402	80,339.00 6,694.92 41.1995	81,821.81 6,818.48 41.9599	83,555.56 6,962.96 42.8490	85,494.63 7,124.55 43.8434	87,535.50 7,294.63 44.8900
September 29, 2021	75,767.62 6,313.97 38.8552	79,590.96 6,632.58 40.8159	80,833.56 6,736.13 41.4531	82,195.63 6,849.64 42.1516	84,155.11 7,012.93 43.1565	85,708.35 7,142.36 43.9530	87,524.45 7,293.70 44.8843	89,555.63 7,462.97 45.9260	91,693.44 7,641.12 47.0223
September 29, 2022	78,419.49 6,534.96 40.2151	82,376.64 6,864.72 42.2444	83,662.74 6,971.89 42.9040	85,072.48 7,089.37 43.6269	87,100.53 7,258.38 44.6669	88,708.14 7,392.35 45.4914	90,587.81 7,548.98 46.4553	92,690.07 7,724.17 47.5334	94,902.71 7,908.56 48.6681

**TITLE: RESPIRATORY THERAPIST (GRADUATE CLASS REGISTRATION)****RSPG**

DATE	1
September 29, 2017	60,228.56 5,019.05 30.8864
September 29, 2018	61,071.76 5,089.31 31.3189
September 29, 2019	62,048.91 5,170.74 31.8200
September 29, 2020	63,072.72 5,256.06 32.3450
September 29, 2021	66,068.67 5,505.72 33.8814
September 29, 2022	68,381.08 5,698.42 35.0672

**TITLE: SENIOR RESPIRATORY THERAPIST****SRRT**

DATE	1	2	3	4	5	6	7	8	9
October 1, 2022	82,787.14 6,898.93 42.4549	86,964.70 7,247.06 44.5973	88,322.42 7,360.20 45.2936	89,810.68 7,484.22 46.0568	91,951.69 7,662.64 47.1547	93,648.83 7,804.07 48.0250	95,633.19 7,969.43 49.0427	97,852.55 8,154.38 50.1808	100,185.88 8,348.82 51.3774

**TITLE: ULTRASOUND TECHNOLOGIST****MRTUS**

DATE	1	2	3	4	5	6	7	8	9
September 29, 2017	66,490.96 5540.91 34.0979	70,216.29 5851.36 36.0084	71,561.53 5963.46 36.6982	72,948.17 6079.01 37.4093	74,852.22 6237.69 38.3858	76,570.01 6380.83 39.2667	78,287.80 6523.98 40.1476	79,984.88 6665.41 41.0179	81,962.24 6830.19 42.0319
September 29, 2018	67,421.83 5618.49 34.5753	71,199.32 5933.28 36.5125	72,563.39 6046.95 37.212	73,969.44 6164.12 37.933	75,900.15 6325.01 38.9232	77,641.99 6470.17 39.8164	79,383.83 6615.32 40.7097	81,104.67 6758.72 41.5921	83,109.71 6925.81 42.6204
September 29, 2019	68,500.58 5708.38 35.1285	72,338.51 6028.21 37.0967	73,724.40 6143.7 37.8074	75,152.95 6262.75 38.54	77,114.55 6426.21 39.5459	78,884.26 6573.69 40.4535	80,653.97 6721.16 41.361	82,402.34 6866.86 42.2576	84,439.47 7036.62 43.3023
September 29, 2020	70843.30 5903.61 36.3299	74812.49 6234.37 38.3654	76245.77 6353.81 39.1004	77723.18 6476.93 39.8580	79751.87 6645.99 40.8984	81582.10 6798.51 41.8370	83412.34 6951.03 42.7756	85220.50 7101.71 43.7028	87321.00 7276.75 44.7800
September 29, 2021	74,208.36 6184.03 38.0556	78,366.08 6530.51 40.1877	79,867.45 6655.62 40.9577	81,415.03 6784.59 41.7513	83,540.08 6961.67 42.8411	85,457.25 7121.44 43.8242	87,374.42 7281.2 44.8074	89,268.47 7439.04 45.7787	91,468.75 7622.4 46.9071
September 29, 2022	76,805.65 6400.47 39.3875	81,108.89 6759.07 41.5943	82,662.81 6888.57 42.3912	84,264.56 7022.05 43.2126	86,463.98 7205.33 44.3405	88,448.26 7370.69 45.3581	90,432.53 7536.04 46.3757	92,392.87 7699.41 47.381	94,670.15 7889.18 48.5488

LETTER OF UNDERSTANDING

Between

LAKE OF THE WOODS DISTRICT HOSPITAL

And

CUPE 3634

Re: Work of the Bargaining Unit – Clarification of Existing Practice

Parties agree that as of July 17, 1992, the following Managers/Supervisors performed duties that are the same as work of the bargaining unit and this practice is not subject to grievance.

Manager of Diagnostic Imaging & EKG  
Manager of Rehabilitation  
Manager of Pharmacy  
Nursing Supervisors

Signed this 7th day of February, 2024

For the Hospital

J. Haines

Kaye Balajadia  
Kaye Balajadia (Feb 1, 2024 15:56 CST)

Sean Hailstone  
Sean Hailstone (Feb 2, 2024 05:36 CST)

Meaghan Underwood  
Meaghan Underwood (Feb 2, 2024 09:55 CST)

Carolyn Voort  
Carolyn Voort (Feb 2, 2024 09:08 CST)

For the Union

Daniel Smith  
Daniel Smith (Feb 2, 2024 09:21 CST)

Assunta Dewson  
Assunta Dewson (Feb 2, 2024 09:31 CST)

Tracy Munn  
Tracy Munn (Feb 7, 2024 12:52 CST)

LETTER OF UNDERSTANDING

Between

LAKE OF THE WOODS DISTRICT HOSPITAL

And

CANADIAN UNION OF PUBLIC EMPLOYEES  
and ITS LOCAL 3634

RE: COMMITMENT TO EQUITY, DIVERSITY AND INCLUSIVITY

The parties agree that working and caring conditions are at their best when the workplace environment is reflective of the communities they serve and work together to promote equity, diversity, and inclusion within the Hospital.

The parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Women, Racialized workers, workers with a disability, Black, Indigenous, People of Colour (BIPOC) workers, and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which workers choose to self-identify (LGBTQIA2+).

The parties value the contributions of all staff in the hospital and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all.

To support this commitment, where a committee or other hospital forum does not already exist, the local parties will endeavour in the first year of the collective agreement to establish a committee or other hospital forum. The local parties will coordinate to integrate at least one (1) representative, and one (1) alternate, selected or appointed by the Union from amongst bargaining unit employees to join said committee. The committee will meet on a frequency as determined by the committee. The committee will discuss, research and implement strategies, initiatives, and training programs aimed at promoting equity, diversity, and inclusion in the hospital in effective and meaningful ways.

Where a committee or other hospital forum currently exists, at least one (1) representative, and one (1) alternate, from the bargaining unit will be integrated onto the committee or other hospital forum.

Signed this 7th day of February, 2024.

For the Hospital

[Signature]  
Kaye Balajadia (Feb 1, 2024 15:56 CST)  
[Signature]  
Sean Hailstone (Feb 2, 2024 05:36 CST)  
[Signature]  
Meaghan Underwood (Feb 2, 2024 08:55 CST)  
[Signature]  
Carolyn Voort (Feb 2, 2024 09:08 CST)

For the Union

[Signature]  
Daniel Smith (Feb 2, 2024 09:21 CST)  
[Signature]  
Assunta Dewson (Feb 2, 2024 09:31 CST)  
[Signature]  
Tracy Munn (Feb 7, 2024 12:52 CST)

**APPENDIX A: NON-RPN WORKLOAD COMPLAINT FORM**

N.B. All sections of the form **must** be completed prior to submission for review. The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.

**SECTION 1: GENERAL INFORMATION**

Name(s) of Employee(s) Reporting (Please Print)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Unit/Area/Program: \_\_\_\_\_ Site/Location: \_\_\_\_\_

Date of Occurrence \_\_\_\_\_ Time \_\_\_\_\_ of Occurrence: \_\_\_\_\_

Shift Length:  7.5 hr.  11.25 hr.  Other \_\_\_\_\_

Name of Manager/Supervisor: \_\_\_\_\_ Time Notified: \_\_\_\_\_

Date Form Submitted to Employer: \_\_\_\_\_

**SECTION 2: WORKING CONDITIONS**

In order to effectively resolve workload issues, please provide detail about the working conditions at the time of the occurrence by providing the following information:

Type of Work Being Performed (please describe)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Number of Staff on Duty\_\_\_\_\_ Usual Number of Staff on Duty\_\_\_\_\_

If there was a shortage of staff at the time of the occurrence, please provide details about why there was a shortage:

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:RC/COPE491