

Hospital Local Appendix

Memorandum of Settlement

Between

London Health Sciences Centre

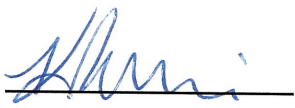
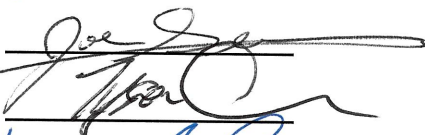
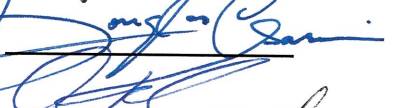
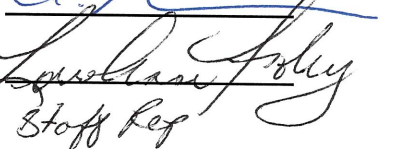
and

**Ontario Public Service Employees Union
on behalf of its Local 106**

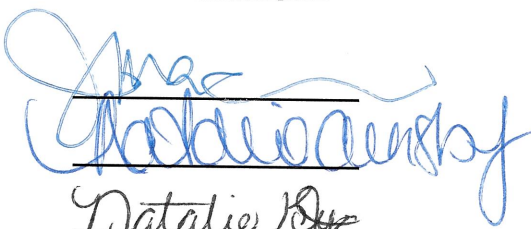
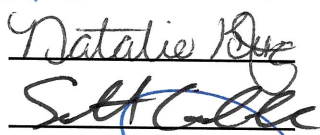
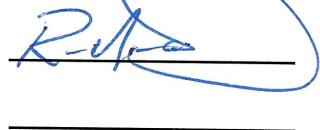
1. The parties hereto agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The undersigned representatives of the parties agree, to recommend complete acceptance of all the terms of this memorandum to their respective principals.
3. The parties agree that the term of the collective agreement shall be as noted in the central agreement or award.
4. The parties further agree that the collective agreement shall incorporate all the terms of the previous collective agreement which expired on **March 31, 2022**, together with the following amendments:
 - a. All matters settled and agreed to centrally by the parties, **or as awarded** prior to the date of this memorandum of settlement.
 - b. All matters settled and agreed to by the parties in bargaining and attached as Appendix A.
5. The parties further agree that the amendments to the collective agreement shall be effective on the date of ratification except as provided otherwise in these terms of settlement. Locally agreed to wage increases, **if any**, shall be retroactive as noted in the central agreement or award.
6. The parties agree to meet on **to be determined** for the purpose of proofreading a draft revised Collective Agreement incorporating the terms of this Memorandum. The Union will produce the initial draft. The parties will meet on **(to be determined)**, to sign the final agreement.

Signed at **London** this **17th of October, 2022**

For The Union:





Staff Rep

For The Employer:



APPENDIX A - AGREED ITEMS

BETWEEN

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

Local 106

AND

London Health Sciences Centre

University Hospital

Technical Personnel Bargaining Unit

10305

Article 15 – Return to Work – Union can accept the Employer Counter

Where an employee has been on an extended medical absence and is returning to the workplace, the Hospital shall notify the Local Union. All consultations related to the return to the workplace shall include the employee and a Local union representative. Should a local union representative not be available this will not delay the return to work process.

Article 16 – Hours of Work and Overtime -

16.01 Work Week and Work Day

(a) (Applicable to full-time and temporary full-time employees only)

Article 16 – Hours of Work and Overtime -

16.03 – add as third paragraph

Should overtime continue to be requested by the Hospital, the shift will be split and the Hospital will first approach the employees who are already scheduled on the same day, commencing after the end of a scheduled shift or prior to the scheduled shift, in the manner outlined above;

Article 16 – Hours of Work and Overtime -

(add as new number)

Where an employee is called out for a shift with less than forty-eight (48) hours' notice, the call out shall not count as hours offered.

Article 17 – Weekend Definition –

It is understood that a weekend consists of fifty-six (56) consecutive hours off of work during the period following the completion of the Friday day or evening shift until the commencement of the Monday day or evening shift, with the exception of shifts commencing at twenty-three hundred (23:00) on a Sunday.

Article 17.07 – Transportation Allowance

When an employee is required to travel to the Hospital, or to return to their home, as a result of being called back to work outside their regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by their own vehicle at the rate of **fifty 50 cents per kilometer or corporate policy, whichever is higher** or such greater amount that the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

Article 15.11 (a)

Employees suffering illness shall endeavour to notify their Manager or designate representative of the Employer at least two (2) hours prior to the start of their shift, except where failure to do so has been justified to the satisfaction of the Employer

Article 17.03 – Call Back

Where an Employee is called in from standby, or if the Employee's shift is extended, such Employee shall not be required to return to regular duties at the Hospital without eight (8) hours of time off. Where time off extends into the Employee's scheduled shift, the Hospital will maintain their regular earnings within the normally scheduled eight (8) hour period.

Article 17.05 (b) (applicable to full time employees only)

- (b) (Applicable to full-time employees only. Where the local parties have language that applies to part-time employees then their language will continue to apply to part-time employees.)

The Hospital will endeavour to provide at least ____one (1)____ weekend(s) off in ____three (3)____. If an employee is required to work a ____third (3rd)____ consecutive weekend, the employee will be paid at the overtime rate for all hours worked on a ____third (3rd) consecutive weekend and any subsequent weekend until a weekend is scheduled off, save and except where:

- (i) such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
- (ii) such employee has requested weekend work, or
- (iii) such weekend is worked as a result of an exchange of shifts with another employee, or
- (iv) any other reason as negotiated by the local parties and set out in the Local Provisions Appendix.

Vacation Proposal

Current: Remove all language 19.05 – 19.07 inclusive

Proposal:

Article 19.05 (a)

The number of employees off on vacation for the purpose of vacation planning will be determined at the discretion of the Manager or designate taking into account the operational requirements of the department. This threshold shall only apply to the vacation planner periods.

If an employee elects to split their vacation entitlements, they will be only allowed to exercise their seniority once in each planner period. Exercising their seniority must be clearly indicated on the vacation planner with an "SV" at the time their vacation request is submitted.

Vacation requests where the employee is not exercising their seniority must be clearly indicated on the vacation planner with a "V" at the time their vacation request is submitted.

No employee may use their seniority to secure more than two (2) consecutive weeks' vacation during prime-time vacation.

Prime time vacation shall be defined as the Second Sunday in June to the Second Saturday in September.

For use in the vacation planner period only:

An employee requesting a consecutive five (5) day block will have the two (2) days immediately prior to the five (5) day request and the two (2) days immediately following the five (5) day request included in their vacation request. Should the employee want these additional days they must be indicated on the vacation planner. This request will be equivalent to one (1) week of vacation entitlement for vacation planner purposes only. Only those days that the employee was scheduled during this time will be deducted from the employee's vacation bank.

Any requests outside of a consecutive five (5) day block will count as individual days of vacation entitlement for vacation planner purposes only.

(b) April 1st – September 30th

The Employer shall post the vacation planner by Department electronically by the first Monday in December each year for the vacation period of April 1st through September 30th, indicating the maximum number of employees allowed off.

Subject to compliance with the staffing requirements as determined by the Manager or designate, selection of vacation period (s) within any Department or section will be on the basis on an employee's seniority, provided that vacation requests are submitted on the vacation planner by 12:00 pm (noon) on January 15th for the vacation period of April 1st through September 30th.

If an Employee requests two (2) or more consecutive days and the Manager or designate cannot approve the full request in its entirety, the Manager or designate will notify the Employee, in order of seniority, and the Employee can either cancel the request or accept the partial approval. The Employee

will be emailed and given seventy-two (72) hours to confirm the cancellation of the request or accept the partial approval. If the employee does not respond the partial vacation request will be approved.

The Manager or designate will notify all Employee's via email of their vacation approvals or denials by February 15th before 12:00 pm (noon) of each year.

The Manager or designate will post electronically before March 1st of each year a schedule of vacations for the vacation period of April 1st – September 30th

Vacation requests submitted via email to the Manager or designate after 00:00 (midnight) February 16th will be considered 'first come, first served'. If any requests are received within the same minute of each other, seniority shall be the governing factor for approvals.

(c) October 1st – March 31st

The Employer shall post the vacation planner by Department electronically by the first Monday in June each year for the vacation period of October 1st through March 31st.

Subject to compliance with the staffing requirements as determined by the Manager or designate, selection of vacation period (s) within any Department or section will be on the basis on an employee's seniority, provided that vacation requests are submitted on the vacation planner by 12:00 pm (noon) July 15th for the vacation period of October 1st through March 31st

If an Employee requests two (2) or more consecutive days and the Manager or designate cannot approve the full request in its entirety, the Manager or designate will notify the Employee, in order of seniority, and the Employee can either cancel the request or accept the partial approval. The Employee will be emailed and given seventy-two (72) hours to confirm the cancellation of the request or accept the partial approval. If the employee does not respond the partial vacation request will be approved.

The Manager or designate will notify all Employee's via email of their vacation approvals or denials by August 15th before 12:00 pm (noon) of each year.

The Manager or designate will post before September 1st of each year a schedule of vacations for the vacation period of October 1st – March 31st

Vacation requests submitted via email to the Manager or designate after 00:00 (midnight) August 16th will be considered 'first come, first served'. If any requests are received within the same minute of each other, seniority shall be the governing factor for approvals.

(d) Where an employee has not requested vacation period in writing by September 1st, the Manager or designate and Employee shall meet to discuss scheduling such vacation.

ALL Local letters of understanding – to be numbered in the CA

Letter of Understanding – page 108

RE: Transfer of Seniority – RENAME to Merger of Bargaining Units

NEW Letter of Understanding

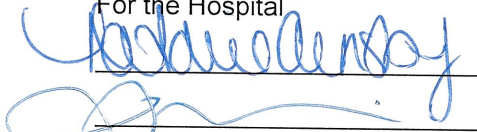
RE: Transfer of Seniority

For the duration of the Collective Agreement:

1. Seniority and service shall be retained by an employee in the event they transferred from full time to part time, or vice versa; or to another LHSC OPSEU bargaining unit.
2. The credit for seniority and service will be in accordance with Article 10.04 of the UH Technical Bargaining Unit Collective Agreement.
3. The terms of this Agreement are made on a without prejudice basis as to the respective position of the Parties and on the understanding that it shall not be a precedent for any other case.

Dated at LONDON, Ontario this 17th day of October, 2022.


For the Hospital





Natalie BQc


Sue Gille

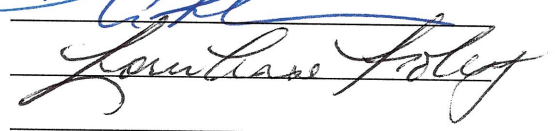
For the Union











NEW Letter of Understanding

Between

London Health Sciences Centre

(Hereinafter known as "the Hospital")

And

Ontario Public Service Employees' Union UH Technical Bargaining Unit

(Hereinafter known as "the Union")

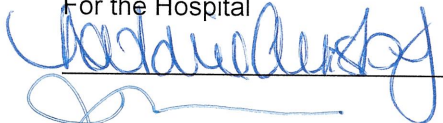
RE: Request for Shift Exchanges

Trial for the duration of the Collective Agreement:

1. Requests by employees for exchanges in shifts, must be submitted in writing to their Manager or designate at least forty-eight (48) hours in advance. Both employees involved in the exchange of shifts must be included in the written request.
2. Employees may submit requests for shift exchanges during the posted schedule period.
3. Such request shall be considered by their Manager or designate, and responded to in writing within a reasonable timeframe.
4. Such requests shall not unreasonably be denied.
5. It is understood that any such changes shall not result in any overtime or premium payment.
6. It is understood that the Hospital reserves the right to require employees to work certain shifts for the purposes of reorientation, training, education and appraisal and that such requirements do not constitute unreasonable denial.
7. The terms of this Agreement are made on a without prejudice basis as to the respective position of the Parties and on the understanding that it shall not be a precedent for any other case.

Dated at LONDON, Ontario this 17th day of October, 2022.

For the Hospital





Patricia Blay

Sue Allen

Rafaela

For the Union





Doug Cameron

Jonathan Foley

