



Ontario Public Service Employees Union

Local 106

Pharmacy Technicians, Medication System Technicians, Occupational Therapy
Assistants, Physiotherapy Assistants

Agreed to Items

Agreed to Item #1

Throughout the Collective Agreement, change all pronouns to gender neutral

Agreed to Item #2

Article 2.01 Definitions

(d) Temporary Employee(s):

The parties recognize the right of the Hospital to hire temporary employees. A temporary employee means an employee who is employed for the purpose of replacing employees who are absent from work due to sickness, accident, vacation, leave of absence, **pregnancy and/or parental leave**, **adoption leave**; or who is engaged to perform special projects for up to six (6) months duration.

The release from employment of a temporary employee whose term of employment has expired shall not be the subject of a grievance.

A temporary employee shall not be entitled to exercise displacement rights described in the Collective Agreement against a regular employee.

Agreed to Item #3

Article 10.03 – Seniority Accumulation

(a) Part-time Employees

(i) Part-time employees shall have their seniority expressed on the basis of number of hours worked in the bargaining unit. This is for clarity only and therefore does not modify an employee's level of seniority under this collective, agreement.

(ii) Notwithstanding Article 10.03 (a) (i) seniority shall accrue during a pregnancy leave or parental leave. Seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, 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 if the employee did not take pregnancy leave.

For the purposes of pregnancy leave and parental leave, seniority accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent on such leave.

Agreed to Item #4

- (a) (ii) Notwithstanding Article 10.05 (a) (i), seniority and service shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For parental leave, seniority and service shall accumulate for a period of up to **sixty-one (61)** weeks after the parental leave began, if the employee also too pregnancy leave, and **sixty-three (63)** weeks if the employee did not take pregnancy leave.

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 from the commencement of the leave up to seventeen (17) weeks while an employee is on pregnancy leave and up to **sixty-one (61)** weeks while the employee is on parental leave (**sixty-three (63)** weeks if the employee did not take pregnancy leave), unless the employee does not intend to pay their contributions.

Agreed to Item #5

Article 10.07 – Transfer Outside of the Bargaining Unit

An employee who transfers to a Hospital position outside of the bargaining unit for a period of not more than **eighteen (18)** months shall retain but not accumulate their seniority held at the time of the transfer. In the event this employee is returned to their former position in the bargaining unit if available or if not available returned to a comparable position at not less than their wages prior to the beginning of the transfer they shall be credited with seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. Union dues will continue to be deducted during this period. ~~Such employee will only be permitted to transfer outside the bargaining unit one time.~~ While such employee is outside the bargaining unit, this vacancy will be considered a temporary vacancy.

Agreed to Item #6

Article 14.05 – Parental Leave

- (b) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

An employee who has taken a pregnancy leave under Article 27.02 (a) is eligible to be granted a parental leave of up to **sixty-one (61)** weeks duration in accordance with the Employment Standards Act. An employee who is eligible for a parental leave who is a **new parent or is an adoptive parent** is eligible to be granted a parental leave of up to **sixty-three (63)** weeks duration. In cases of adoption, the employee shall advise the Hospital as far in advance as possible with respect to a prospective adoption 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 on leave as set out above who has applied for and is in receipt of Employment Insurance Parental Benefits pursuant to Section 20 of the Employment Insurance Act, shall be paid a Supplemental Unemployment Benefit. That benefit will be equivalent to the difference between eighty four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance claim documentation as proof that they are in receipt of Employment Insurance Parental Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

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

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

Credits for seniority and service shall accumulate while an employee is on Parental leave.

Credits for part-time employees for service and seniority shall accumulate while an employee is on such leave on the basis of what the employee's normal regular hours of work would have been.

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 up to **sixty-one (61) weeks** while the employee is on parental leave **(sixty-three (63) weeks if the employee did not take pregnancy leave)**, unless the employee does not intend to pay their contributions if any.

An employee intending to resume employment with the Hospital is required to advise the Hospital in writing four (4) weeks prior to the expiry of the Parental Leave of Absence. Subject to any changes to the employee's status which would have occurred if they had not been on parental leave the employee shall be reinstated to their former position, if available, or given a comparable position at not less than their wages when they began their leave of absence.

Agreed to Item #7

Article 16.06 – Scheduling

(e) For full-time and part-time employees, a period of no less than two (2) consecutive shifts off shall be scheduled between a change of shift and at least six (6) consecutive shifts (i.e. two (2) days) shall be scheduled following scheduled night shifts.

Agreed to Item #8

Article 16.09 – Missed Meal Breaks

(b) (applicable to part-time employees only)

If an employee is authorized to work, during the lunch break, due to the requirements of patient care, they will be paid their regular straight time hourly rate for all hours worked. Notwithstanding this provision, they will be paid time and one-half (1 ½) their regular straight time hourly rate for all time worked in excess of the normal or standard work day.

Agreed to Item #9


LOU's to Renew:

Letter of Understanding- #1 re: Modified Work

Letter of Understanding- #2 re: Integration for the Delivery of Health Services

Dated at London, Ontario, this 18th day of December, 2024

FOR THE HOSPITAL





FOR THE UNION

DocuSigned by:


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