

Memorandum of Settlement

Between

London Health Sciences Centre (LHSC)
(Hereinafter known as “the Hospital”)

And

Ontario Public Sector Employee’s Union (OPSEU) – Local 106
(Hereinafter known as “the Union”)

Re: Local Issues Negotiations FT/PT Lab and Xray

This will serve as full and final settlement to all local matters in dispute. The parties further agree to recommend acceptance to their respective constituents.

The parties hereby agree to the following terms upon the date of ratification:

1.

Vacation

19.04 All vacation entitlements are calculated as at March 31st each year.

19.05 The vacation period will be from April 1st to March 31st.

19.06 When a paid holiday, as defined in this Agreement, falls within an employee’s vacation period, ~~an extra day of~~ **such** vacation shall be allowed to be taken at a mutually agreed **upon time**.

19.07 Vacation Planner Process

(a) The number of employees off on vacation for the purpose of vacation planning will be determined at the reasonable discretion of the ~~Department Head~~ **Manager or designate** taking into account the operational requirements of the delivery of services.

(b) The Manager or designate will post a visible vacation planner no later than the **second Monday in January** for the vacation period of April 1st to March 31st indicating the maximum number of employees allowed off. ~~on vacation any given week.~~

(c) Employees will ~~subsequently select all desired vacation for the entire vacation period with further~~ indicate vacation requests on the planner outlining their highest priority

vacation period for the utilization of their seniority. Employees will make vacation requests selections on or before 12pm on the third Friday in February. Employees will submit the same vacation request in writing to their Manager or designate on or before 12pm on the third Friday in February. ~~and further complete as well as make a formal request to the leader.~~ Employees cannot request more than their annual vacation entitlement on this vacation planner.

(d) If an Employees electing to split his ~~their~~ vacation entitlement, he will only be allowed to exercise his ~~their~~ seniority for one (1) of the periods. requested but ~~they~~ shall have the right to designate to which vacation period, seniority shall apply. Election of the period in which to apply seniority will be made by the employee at the time their vacation request is submitted by February 15th. Employees who do not indicate their highest priority on or before 12pm on the third Friday in February, will not be allowed to exercise this priority seniority at a later date.

~~(d) The Manager or designate plots all vacation requests where the employees' have identified to apply their seniority.~~

19.08

(e) No employee may utilize use ~~their~~ his seniority to secure more than two (2) consecutive weeks vacation during prime vacation time. For the purpose of this article Prime vacation time shall be defined as the period from the **second Sunday in June to third Saturday in September.** ~~months of June July and August and September. The Manager or designate~~ Department Head may in ~~their~~ his sole discretion approve requests for vacation in excess of two (2) consecutive weeks during the prime vacation time provided that satisfactory arrangements can be made with the other employees in the department or section who are affected.

(f) The vacation planner will be removed after 12pm on the third Friday in February.

(g) If there remains vacation available during the prime time vacation period, employees who have not been granted their requested vacation during prime vacation time will be provided the opportunity to be **approved for available** vacation ~~for~~ in this period by seniority. **This will only apply to employees who had elected to use their highest priority seniority in prime time vacation by the third Friday February.**

~~(f) The Manager or designate~~ Department Head may in ~~their~~ his sole discretion approve requests for vacation in excess of two (2) consecutive weeks during the prime vacation time provided that satisfactory arrangements can be made with the other employees in the department or section who are affected.

~~(g)~~

~~(h) Where an employee was not able to utilize their seniority for their highest priority vacation period, such employee may submit another vacation request to the Manager or designate for remaining available vacation by 5pm the first Friday in March, so that they may have one final opportunity to utilize their seniority. The Manager or designate will either approve or deny such vacation requests no later than the second Friday in March.~~

~~(g) The leader plots all remaining vacation requests.~~

~~(i) Vacation Period Begins:~~

~~(d) Starting April 1, the leader reviews week by week in chronological order and identifies conflicts. Those~~

(i) Employees who were not able to use seniority for their highest priority vacation period above may be granted their first conflict that occurs on the vacation planner starting April 1st, subject to their seniority and operational requirements. Such employee will be deemed to have used their seniority for this conflict. For clarification this will not result in previously approved vacation being denied.

(j) Additional vacation planner conflicts will be resolved with an OPSEU representative by using the employee's seniority and subsequent requests (e.g. second, third, etc.) by moving through a chronological order starting April 1st.

~~(e) The review may result in the employee using her seniority a number of times ensuring that employees who have not had the same opportunity to use their seniority in a conflict are considered prior to others who have used seniority.~~

~~(f) If any prime time vacation remains after all conflicts have been resolved in 19.09(d) above the employer will return to the top of the seniority list and provide opportunities for additional requested vacation in prime time.~~

19.09 The Manager or designate Department Head may in their his sole discretion approve requests for vacation in excess of two (2) consecutive weeks during the prime vacation time provided that satisfactory arrangements can be made with the other employees in the department or section who are affected.

19.10 Vacation requests submitted after the second Friday in March will be considered on a first-come, first-serve basis subject to operational requirements.

19.11 Where an employee has not requested vacation in writing by October 1st, the Manager or designate and the employee shall meet to discuss scheduling of such vacation.

19.12 A maximum of ~~Not more than~~ 75 hours of vacation shall ~~may~~ be carried over from this vacation period to the next vacation period ~~provided~~ unless they have received approval from their Manager or designate. Such Further approval shall not be unreasonably denied for special circumstances.

~~19.10 A temporary employee will be entitled to vacation pay of two percent (2%) of total salary earned during his period of temporary employment for each week of vacation entitlement for his classification, in accordance with Article 19.01. Should a temporary employee be engaged as a regular full time employee immediately following (i.e. without a break) his latest period of temporary employment, he will then commence earning vacation entitlement in accordance with Article 19 from the time of such engagement, and his period of "employment" or "continuous service", as the case may be for the purposes of Article 19, will commence as of the date he was so engaged. In lieu of the aforementioned vacation pay, a temporary employee so engaged as regular full time without a break in service may, at his option, be credited with vacation entitlement for the period of temporary employment in accordance with Article 19.01.~~

2.

Part-time Vacation Entitlement

Part-time employees have the option of requesting their equivalent unpaid vacation entitlement as time off in calendar weeks or individual days as follows:

	3 weeks entitlement OR the maximum individual days	4 weeks entitlement OR the maximum individual days	5 weeks entitlement OR the maximum individual days	6 weeks entitlement OR the maximum individual days	7 weeks entitlement OR the maximum individual days
Based on the hours worked in the prior calendar year:					
0-390	3 days	4 days	5 days	6 days	7 days
391-780	6 days	8 days	10 days	12 days	14 days
781-1170	9 days	12 days	15 days	18 days	21 days
1171-1560	12 days	16 days	20 days	24 days	28 days
1561-1950	15 days	20 days	25 days	30 days	35 days

Part-time employees must choose their unpaid vacation time off in calendar weeks or individual days no later than 12pm on the third Friday in February.

For our notes:

For clarification should an employee elect to use individual days, 1 week vacation requested will count as 5 days. For example, if a part-time employee is granted vacation for Friday, Saturday, Sunday, Monday, Tuesday, Wednesday, Thursday, the following Friday, the following Saturday and the following Sunday, this will amount to 8 days.

Examples:

Employee A has worked 800 hours in the prior calendar year. Such employee has 4 weeks entitlement as per the collective agreement. Employee A would like to request 2 weeks and 2 days in the same week this equals 12 days which is their maximum entitlement because they chose individual days. Employee A should choose 4 calendar weeks instead of individual days.

Employee B has worked 1650 hours in the prior calendar year. Such employee has 6 weeks entitlement as per the collective agreement. Employee B would like one day per week as vacation; this equals 30 days over 30 weeks.

3.

New

The Hospital will provide the Local Bargaining Unit President with a copy of the notification provided to bargaining unit employees regarding their application for the Long Term Disability portion of the 1992 HOODIP plan.

Commencing January 2017, on a quarterly basis the Hospital will provide the Local Bargaining Unit President with a list of bargaining unit members who have documented permanent medical restrictions with the Hospital.

4.

16.03 Overtime Definition

Local language:

After the schedule has been posted and should overtime be requested by the Hospital, the shift will be first offered to a full-time employees **by seniority** within the applicable classification and department.

Should overtime continue to be requested by the Hospital, the shift will be offered to a regular part-time employees **by seniority** within the applicable classification and

department prior to a casual employees by seniority within the applicable classification and department.

It is understood that if the overtime being requested is less than four (4) hours commencing after the end of a scheduled shift or prior to the scheduled shift, the Hospital will first approach the employees who are already scheduled on the same day in the same manner outlined above.

Employees who do not wish to be considered for overtime must notify their Manager or designate in writing by March 1st and September 1st each year.

5.

Letter of Understanding

Between

**London Health Sciences Centre (LHSC)
(Hereinafter known as “the Hospital”)**

And

**Ontario Public Sector Employee’s Union (OPSEU) – Local 106
(Hereinafter known as “the Union”)**

The parties hereby agree to the following:

A part-time bargaining unit member can be employed with LHSC on a casual basis in a bargaining unit or non-bargaining unit position subject to the terms and conditions of the applicable collective agreement/non-union policies and subject to the approval of the Manager or designate of the casual position.

Dated at London, Ontario this 5th day of July, 2016.

For the Hospital

Angela Duggan
Alma Paalava
Heather de Jof
Vicky Butler

For the Union:

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Jandi Banika
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Dub Brooks
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