

Memorandum of Settlement

Between

**London Health Sciences Centre - LHSC
(Hereinafter known as "the Hospital")**

And

Ontario Public Service Employees Union

**on behalf of its Local 106
(University Hospital – Technical Personnel Bargaining Unit)
(Hereinafter known as "the Union")**

1. The parties hereto agree to the terms of this memorandum as constituting full settlement of all local 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.
4. The parties further agree that the Local Appendix shall incorporate all the terms of the previous Local Appendix which expired on March 31, 2019, together with all matters settled and agreed to by the local parties in bargaining and attached as Appendix A, including all provisions as noted in the central agreement.
5. The parties further agree that the amendments to the Local Appendix shall be effective on the date of ratification by the Union except as provided otherwise in these terms of settlement. Unless otherwise agreed to in this Memorandum, wage rates shall be rounded to two decimals.
6. The parties agree to meet 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 to sign the final agreement.

Signed at London this 6th day of June, 2019.

For the Union:

For the Employer:

Sheila Gamm

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

[Handwritten Signature]

Karen Rowe

[Handwritten Signature]

[Handwritten Signature]

16.08 The employer will post schedules of **four (4) weeks** duration at least **six (6) weeks** in advance and keep any necessary changes therein to a minimum. When changes are made, the employees affected will be notified.

16.09 Part-time and Casual Scheduling

(a) (i) The hours of work for part time employees shall be scheduled by the Hospital but the Hospital does not guarantee any hours of work, in any week, for any part time employee. The Hospital will first schedule part time employees by seniority for known available shifts within their classification and work area or department up to .6 of a full time equivalent.

(ii) Where part-time employees have not been scheduled up to .6 of a full-time equivalent **on the posted schedule**, additional shifts that become available will be scheduled **offered** to these employees first based on their seniority and availability. **Should such employee decline this offer, this satisfies the Hospital's requirement towards scheduling up to .6 of a full-time equivalent.**

(b) After the schedule has been posted, **and all part-time employees have been offered shifts up to .6 of a full-time equivalent**, all additional shifts that become available over the posted period within a given classification and work area or department will be offered to the part time employees in their work area

or department on the basis of seniority provided such shift does not trigger the overtime provision of the collective agreement and provided such shift does not violate *Employment Standards Act, 2000* legislation. For clarification, seniority will be based on the posted seniority list.

- (i) **Should the shift commence greater than seventy-two (72) hours plus one minute, all part-time within the same classification and department/work area, will be offered such shift(s) via the employee's hospital email, listing the additional shifts available. Part-time employees will have twenty-four (24) hours from such email to respond by Hospital email, indicating the shift they are available to work.**
- (ii) **Should the shift commence less than seventy-two (72) hours, employees will be offered such shift in accordance with this article. The Hospital will phone/text/email, offering the shift to part-time employees with the same classification and department/work area. However, such employee will have the option of accepting or declining such offer.**

~~(i) The Hospital will send one (1) email utilizing the employee's hospital email, listing the additional shifts available to all part-time within the same classification and department/work area.~~

~~(ii) Part-time employees have four (4) calendar days from such email to respond by hospital email, indicating the shifts they are available to work.~~

~~(iii) Part-time employees will be scheduled on the posted schedule for shifts they have elected to work on the basis of their seniority provided such shift does not trigger overtime provisions of the collective agreement and provided such shift does not violate the Employment Standards Act. For clarification, if the schedule is posted on Friday, and the email outlining additional shifts is sent on the same day, the schedule will be updated and posted no later than Tuesday.~~

~~(iv) Further additional shifts that become available will be offered to part-time employees on the basis of seniority within the same classification and department/work area, provided such shift does not trigger overtime provisions of the collective agreement and provided such shift does not violate Employment Standards Act. A shift will be deemed offered when a call is placed or text/email is sent to an employee. Where the shift commences greater than seventy-two (72) hours, the Hospital will send one (1) email utilizing the employee's hospital~~

~~email, listing the additional available to part-time employees within the same classification and department/work area. These employees will be given a minimum of twenty four (24) hours to respond to the Hospital's notification of such available shift(s).~~

- (c) (i) Part time employees who do not wish to work additional shifts shall notify their Manager or designate in writing by March 1st and September 1st each year. An employee who transfers into the part-time status outside the March 1st and September 1st dates must notify their Manager or designate in writing within one (1) week from the date of their acceptance of the offer confirming they do not wish to work additional shifts.
- (ii) In the event a part-time employee's availability changes from above due to an unforeseen circumstance, such employee will notify the Manager or designate of such changes in writing. Such changes will be in effect for the next scheduling period.
- (iii) Part-time employees who have notified the Hospital that they do not wish to work additional shifts will not be required to except in the event of an emergency.
- (d) Part-time employees can request a leave of absence as per the provisions of the collective agreement.
- (e) Where additional shifts remain in a given classification and work area or department such shifts will be offered to casual employees.
- (f) An employee who is overlooked in the process outlined above, such employee will be offered the next work opportunity within their classification and department or unit provided such shift does not trigger the overtime provisions of the collective agreement and such shift does not violate the *Employment Standards Act, 2000* legislation.

19.09 Vacation Cancellation

Employees may not submit a request to cancel scheduled vacation during prime time period (June, July and August). Outside of the prime time period, employees must submit their request to cancel scheduled vacation prior to the posted schedule and will only be considered by the Hospital on the basis of operational requirements. Vacation time off will be granted in accordance with Article 19.04.

Renew Letters of Understanding:

Re: Mandatory Training and Authorized In Service Programs

Re: Individual Special Circumstances (ISC)

Re: Transfer of Seniority

Re: Clinical Perfusion Services Coordinator/Manager

Memorandum of Agreement – RRTs

Delete Letter of Understanding:

Re: Implementation of Revised Part-time and Casual Scheduling Language

Letter of Understanding

Between

**London Health Sciences Centre
(Hereinafter known as "the Hospital")**

And

**Ontario Public Service Employees Union
(Hereinafter known as "the Union")**

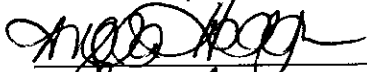
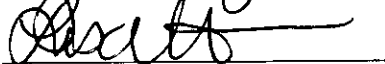
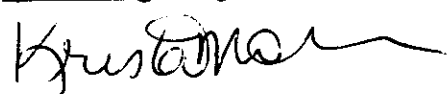
RE: Switching of Shifts Guideline

The Hospital and Union agree to meet within thirty (30) days of ratification to discuss switching of shifts guidelines.





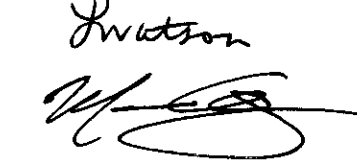
These guidelines will be communicated to employees and leaders. The current practice of switching shifts will be permitted during the period the switching of shifts guidelines are being developed.

Dated at London, Ontario this 6th day of June, 2019.

For the Hospital

For the Union:

Note:

The Hospital agrees to apply any adjusted rate of pay as a result of the Letter of Understanding – RE: Reclassification to the Anesthesia Assistants within this bargaining unit. Should there be any adjusted rate of pay, such adjustment will be retroactive to the ratification of this agreement.