

Memorandum of Settlement

Between

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

And

Ontario Public Service Employees Union

Local 106

**London Health Sciences Centre
Full-Time and Part Time Laboratory Bargaining Unit
And X-ray Bargaining Unit**

(Hereinafter known as “the Union”)

1. The parties herein agree to the terms of this Memorandum of Settlement which constitutes the full settlement of all matters, which respect to the renewal of the Collective Agreement (Local Provisions) that expired March 31, 2019 between the parties.
2. The undersigned representatives of the parties hereby agree to unanimously recommend the following Memorandum of Settlement to their respective principles for ratification.
3. Provided this Memorandum of Settlement has been ratified, all changes to the Collective Agreement (see Appendix “A” attached) will become effective upon ratification unless otherwise specified.
4. The parties agree that the collective agreement shall include the terms of the previous collective agreement which will expire on March 31, 2019, saved and except upon-agreed provisions listed herein (Appendix A).
5. The parties agree that this Memorandum, if ratified, is enforceable by either party as if it were part of the Collective Agreement and that to the extent that the specific provisions of this Memorandum conflict with the collective agreement that this Memorandum shall take precedence over the Collective Agreement.

6. Within three (3) weeks of the notification of ratification of this Memorandum of Settlement by the principals, the Union shall provide a copy of the draft collective agreement to the Employer for their review. Within three (3) weeks of receiving the draft copy of the collective agreement the Union shall indicate its acceptance or rejection of the draft collective agreement and the parties shall schedule a meeting to either address such problems as may exist or execute the collective agreement on behalf of their principals. In any event such further meeting for addressing problems or executing the collective agreement shall be held within six (6) weeks of the notification of ratification by the respective principals.

DATED at London, Ontario this _____ day of May, 2019

For the Hospital

For OPSEU

ALL AGREED ITEMS

Between

**London Health Sciences Centre
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And

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May 15, 2019

- 14.02 (e) The Hospital agrees to grant one hundred and twenty (120) paid leave days equal at seven and one half hours (7.5) each calendar year to the Bargaining Unit President **and/or designate** for the purposes of attending meetings with the Hospital to deal with matters of mutual interest and/or as a result of any issues arising between the parties. The Hospital and the Bargaining Unit President will by mutual agreement pre-schedule these shifts each calendar year. It is understood that paid leave days covers all the Laboratory and X-ray units.

For greater clarity, there will be one hundred and twenty (120) days per calendar year total, regardless of the number of bargaining units.

- 16.07 (a) The Hospital will post work schedules **of four (4) weeks duration** at least ~~twenty eight (28)~~ **six (6) weeks** days at least ~~twenty-eight (28)~~ days in advance and keep any necessary changes therein to a minimum. When the changes are made, the employees affected will be notified.
- (b) The hours of work for regular 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 equitably distribute available shifts, by seniority, averaged over the posted schedule to regular part time employees within their classification and department up to .6 of a full time equivalent. Part-time employees who have not been scheduled up to .6 of a full time equivalent will be offered any additional shifts first. Should such employee decline this offer, this satisfies the Hospital requirement towards scheduling up to .6 of a full time equivalent.
~~The decline should not be counted towards getting a 1.0 entitlement. Union Withdraws and maintains SQ under the following understanding:~~

The Hospital will educate the leaders on the application of the additional shifts. Furthermore, The Hospital will ensure that the leaders will become familiar with the provisions of Article 16.07 d) and understand that RPT employees have the ability to work up to 75 hrs. in a pay period regardless of how many shifts they declined.

- (c) to (d) – SQ

19.10 Vacation requests submitted after **twenty-three hundred (2300) hours** on the second Friday in March will be considered on a first-come, first-serve basis subject to operational requirements.

NEW

19.13 Vacation cancelation

Employees may not submit a request to cancel scheduled vacation during prime time period (second Sunday in June to the third Saturday in September). 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 19.10.

Union proposes to incorporate to: Article 17 – Local Provisions

17. 11 Mandatory Training and Authorized In Service Programs

- a) The Hospital and the Union recognize that there is a responsibility and commitment for employees to participate in mandatory training and authorized in-service programs and accordingly agree to the following:
 - i) Where possible, the Hospital will schedule mandatory training and in-service programs during the employees regularly scheduled hours.
 - ii) Where an employee is on duty and authorized to attend mandatory training or any in-service program and such time is during ~~her or his~~ **their** regularly scheduled working hours, the employee shall suffer no loss of regular pay.
 - iii) Where an employee is required by the Hospital to attend training or in-service programs outside of ~~her or his~~ **their** regularly scheduled hours, the employee shall be paid for all time spent in attendance on such training at ~~her or his~~ **their** regular straight time hourly rate of pay.
 - iv) **Where an employee is authorized by the Hospital to attend off-site mandatory training the Corporate Expense Policy will apply. Employees authorized to attend off-site mandatory training shall suffer no loss of regular pay and will be paid for applicable time to attend such training at their regular straight time hourly rate of pay in accordance with the Employment Standards Act.**

The parties agree to renew the following Letters of understanding:

- Scheduling
- Sleep Lab Scheduled Shifts
- Individual Special Circumstances (ISC)
- Transfer of Seniority
- Self-Scheduling
- Part Time & Casual
- Extended Tour Rotation (Previously titled Memorandum of Agreement – should be re-titled as Letter of Understanding)

Letter of Understanding

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RE: Reclassification

The Hospital agrees to review the Anesthesia Assistant, Pathology Assistant and Electronics Technologist in the following manner:

1. The Hospital will complete a Job Information Questionnaire (JIQ) for each of the classifications. In order for the Hospital to complete the JIQ, a human resource representative will conduct a job shadow if required. These JIQs will be completed within thirty (30) calendar days from the signing of this agreement.
2. After item #1, the Union will meet with the employees in the applicable classifications to provide any additions, deletions or changes to the JIQ provided from the Hospital. Employees shall suffer no loss of wages or benefits to a maximum of two (2) hours at their straight time hourly rate. This meeting will occur within fourteen (14) calendar days.
3. After item #2, the Hospital and the Union will meet to finalize the JIQ. This meeting will occur within fourteen (14) calendar days.
4. After item #3, the Hospital will confirm to the Union of the rate of pay for the applicable classifications. This meeting will occur within fourteen (14) calendar days.
5. Should there be any adjusted rate of pay, such adjustment will be retroactive to the ratification of this agreement.