

## MEMORANDUM OF SETTLEMENT

Between

THE PARTICIPATING HOSPITALS

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

In accordance with the terms of the Memorandum of Conditions for Joint Bargaining signed March 1, 2016, the Central Negotiating Teams representing the Participating Hospitals and the Participating Locals of the Ontario Public Service Employees Union (OPSEU), hereby agree to unanimously recommend to their respective principals for ratification, the following terms and conditions (attached) as full and final settlement of all central matters at issue.

Except as noted otherwise, all terms and conditions set out herein (attached) will be effective upon ratification by both parties and will be reflected in all collective agreements, to replace any related provisions that existed in the Hospital's expiring collective agreement.

1. All items hereto attached to this Memorandum as:
  - Appendix 1 – Monetary items,
  - Appendix 2 – Other items,
  - Appendix 3 – Issues agreed on or prior to May 29, 2016
2. All other issues, other than those agreed to and referenced above are withdrawn.
3. This Memorandum will be ratified on or before June 30<sup>th</sup>, 2016.

### Retroactivity

Current employees on staff from the date of the settlement will be paid retroactivity within four (4) full pay periods from the date of ratification of the Memorandum of Settlement on the basis of hours paid.

Retroactivity shall be paid on wage increases, including any payments based on the wage rate (for example, the percentage in lieu of benefits, vacation pay, and SUB).

The Hospital will contact former employees at their last known address on record with the hospital, within four (4) full pay periods from the date of ratification of the Memorandum of Settlement to advise them of their entitlement to retroactivity.

Former employees will have a period of four (4) full pay periods from the date of the notice to claim such retroactivity and, if they fail to make a claim within the four (4) full pay periods, their claim will be deemed to be abandoned.

The parties acknowledge that the timelines above respecting retroactivity are understood to begin to run from the date of ratification of the Memorandum of Settlement or the date of Arbitrator Albertyn's award in the matter of the Participating Hospitals & ONA, whichever is later.

Dated in Toronto, this 29<sup>th</sup> day of May 2016.

For the Union:

Sadie Bekker

B. Palmieri

John Francis

Bluhm

J. P. S.

Jaime Miller

Therese Conway

B.

M. D. Sabes

W. F. ...

For the Participating Hospitals:

[Signature]

Arjoon...

Spont John

[Signature]

Mrs S. Leckie

Sadie Bekker

Andrea P. J.

[Signature]

Phil G. Smith

[Signature]

## APPENDIX 1

### Monetary Items:

#### Term:

April 1, 2016 – March 31, 2019

#### Across the Board (ATB) Wage Increases:

- Effective April 1, 2016      Any ATB wage increases and/or lump sums for the period April 1, 2016 to March 31, 2017 equal to those to be awarded in the Participating Hospitals & ONA award.
- Effective April 1, 2017      1.4% ATB
- Effective April 1, 2018      1.4% ATB

#### Shift Premium

- Increase Evening Shift Premium by \$0.10 (from \$1.80 to \$1.90)
- Effective April 1, 2018 - Increase Evening Shift Premium by \$0.05 (from \$1.90 to \$1.95)
- Increase Night Shift Premium by \$0.10 (from \$2.20 to \$2.30)
- Effective April 1, 2018 - Increase Night Shift Premium by \$0.05 (from \$2.30 to \$2.35)

#### Weekend Premium

- Increase Weekend Premium by \$0.10 (from \$2.35 to \$2.45)
- Effective April 1, 2018 - Increase Weekend Premium by \$0.05 (from \$2.45 to \$2.50)

#### Vacation

- Increase vacation from 5 weeks after 13 years to 5 weeks after 12 years
- Increase vacation from 6 weeks after 22 years to 6 weeks after 21 years
- Increase vacation from 7 weeks after 28 years to 7 weeks after 27 years

#### Health and Welfare Benefits

- Increase Vision Care coverage by \$50 (from \$300 to \$350)

## APPENDIX 2

### Other Items:

#### Amend Article 10.05 (a) as follows:

NOTE: Article 10.05 applies to full-time employees only.

#### 10.05 Effect of Absence

- (a) (i) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence. The employee may arrange with the Hospital to prepay the full premium of any applicable subsidized benefits in which she is participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.

It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue if an employee's absence is due to disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance.

- (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 thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks if the employee did not take pregnancy leave.

**During the period of an employee's pregnancy and/or parental leave vacation pay will be based on a percentage of her or his gross salary for work performed as set out in Article 19.01**

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 thirty-five (35) weeks while the employee is on parental leave (thirty-seven (37) weeks if the employee did not take pregnancy leave), unless the employee does not intend to pay her contributions.

- (b) The Hospital agrees to provide, in response to an employee's request, her service and/or anniversary date.

**Amend article 15.04 as follows:**

- 15.04 a) Any dispute which may arise concerning an employee's entitlement to short-term or long-term benefits under HOODIP may be subject to grievance and arbitration under the provisions of this Agreement.
- b) If a claim for long-term disability is denied, the employee must fully comply with the carrier's Medical Appeal Process prior to filing a grievance, provided that the Process is completed within **ninety (90)** sixty ~~(60)~~ days of its inception, unless that time is extended by mutual agreement of the Hospital and OPSEU.

**Amend article 19.01 as follows:**

- 19.01 (a) (Article 19.01(a) is applicable to full-time employees only)

All employees who have completed less than one (1) year of continuous service shall be entitled to a vacation on the basis of 1.25 days per month for each completed month of service with pay in the amount of six per cent (6%) of gross earnings.

All employees shall receive three (3) weeks' vacation after one (1) year of continuous service, and four (4) weeks' vacation after three (3) years of continuous service,

All employees shall receive five (5) weeks' vacation after ~~thirteen (13)~~ **twelve (12)** years of continuous service,

All employees shall receive six (6) weeks' vacation after ~~twenty-two (22)~~ **twenty-one (21)** years of continuous service,

All employees will receive seven (7) weeks' vacation after ~~twenty-eight (28)~~ **twenty-seven (27)** years of continuous service.

**An employee who is on an unpaid leave of absence in excess of thirty (30) continuous calendar days will receive vacation pay based on a percentage of her or his gross salary for work performed during the vacation year as follows:**

- 3 week entitlement - 6%
- 4 week entitlement - 8%
- 5 week entitlement - 10%
- 6 week entitlement - 12%
- 7 week entitlement - 14%

...

**Amend Article 19.01(b) as follows:**

...

Part time employees have the option of requesting all or part of their equivalent unpaid vacation entitlement as time off in calendar weeks, **unless the local parties agree to an arrangement that permits the use of individual days.\*** There will be no carry-over of unpaid vacation time.

**Amend article 29.02 as follows:**

**29.02            Innovative/Flexible Scheduling**

Where the Hospital and the Union agree, arrangements regarding Innovative/Flexible Scheduling, including shifts of less than 7.5 hours, but not less than 4 hours may be entered into between the parties on a local level. **Such agreement will not be unreasonably withheld.**

Whenever a shift schedule of less than 7.5 hours but not less than 4 hours is proposed by either party, the following will apply:

- The party proposing the change will provide the details of its proposal, including the rationale, in writing, to the other party.
- The proposal must be department/area/employee specific.
- Unless they agree otherwise, the parties will then schedule a meeting to discuss the proposal **will occur within seven (7) calendar days of providing details of the proposal.**

If the ~~other party~~ **Union** does not agree to the proposal, it must provide its reasons in writing **within twenty-one (21) calendar days of the Hospital's written request.**

**Introduce New Letter of Understanding:**

**Letter of Understanding #4 – Communication and Education to OPSEU Representatives  
Regarding Application of 29.02**

OPSEU will send the following letter to the Chief Negotiations Officer of the Ontario Hospital Association:

*During bargaining we committed and undertook to communicate to and educate the locals that due consideration will be given to requests for short shifts pursuant to Article 29.02.*

*It is understood that the Hospitals may grieve any unreasonable refusal.*

## APPENDIX 3



OPSEU – Participating Hospitals Negotiations  
AGREED Issues

A-01  
April 26, 2016

The parties agree as follows


Article 3.02

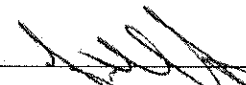
It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, sexual orientation, marital status, **gender identity, gender expression**, age, record of offences, same-sex partnership status, family status or disability or any other factor which is not pertinent to the employment relationship.

Agreed this 26th day of April, 2016.

For the Union:

For the Employer:

  
\_\_\_\_\_  
Sadi Blander  
B. Palmieri  
\_\_\_\_\_  
John Kovacs  
\_\_\_\_\_  
Muri Lavang  
\_\_\_\_\_  
Julie Myles  
\_\_\_\_\_  
J. R. [unclear]  
\_\_\_\_\_  
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\_\_\_\_\_  
Leonard Johnson  
\_\_\_\_\_  
[unclear]  
\_\_\_\_\_  
Andrea Pa  
\_\_\_\_\_  
Sachia Belli  
\_\_\_\_\_  
[unclear]  
\_\_\_\_\_  
Marc S. Leclerc  
\_\_\_\_\_  
Phil Cofulli  
\_\_\_\_\_

OPSEU – Participating Hospitals Negotiations  
AGREED Issues

A-02  
April 27, 2016

The parties agree as follows

Article 8.03(a): It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within **nine (9) seven (7)** calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance. Failing settlement within **nine (9) seven (7)**-calendar days, it shall then be taken up as a grievance within the **nine (9) seven (7)** calendar days following her immediate supervisor's decision in the following manner and sequence:

Agreed this 27th day of April, 2016.

For the Union:

For the Employer:

*Shirley Blanchard*  
\_\_\_\_\_  
*B. Palmierie*  
\_\_\_\_\_  
*J. R. S.*  
\_\_\_\_\_  
*Julie Miller*  
\_\_\_\_\_  
*Shirley Conway*  
\_\_\_\_\_  
*J. Francis*  
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*J. Miller*  
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*B.*  
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*[Signature]*  
\_\_\_\_\_  
*Michaela*  
\_\_\_\_\_  
*Debra Johs*  
\_\_\_\_\_  
*J. H.*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Andrea Bell*  
\_\_\_\_\_  
*Sachia Behr*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Man S. Luchko*  
\_\_\_\_\_  
*Paul C. Gendli*  
\_\_\_\_\_

The parties agree as follows:

**6.01**        **Union Stewards**

The Hospital agrees to recognize union stewards to be elected or appointed from amongst employees in the bargaining unit for the purpose of handling grievances as provided under this Collective Agreement.

Union stewards have their regular duties and responsibilities to perform for the hospital and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If, in the performance of her grievance duties, a union steward is required to enter an area within the Hospital in which she is not ordinarily employed, she shall report her presence to the supervisor in the area immediately upon entering it. When resuming her regular duties and responsibilities, such steward shall again report to her immediate supervisor. A union steward shall suffer no loss of earnings for time spent in performing the above duties during her regular scheduled working hours.

The number of stewards, and the areas which they represent, are to be determined locally and will be set out in the Local Provisions Appendix.

**6.03**        (a)    **Labour-Management Committee**

The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives of each party as mutually agreed and shall meet at a time and place that is mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed. Where a Hospital has two or more agreements with OPSEU, then a joint committee shall represent all units unless otherwise agreed. The Hospital undertakes to notify the Union in advance, so far as is practicable, of any renovations or construction projects that will affect bargaining unit employees.

**6.07**      **Workload**

When an employee or group of employees covered by this agreement have cause to believe that they are being asked to perform more work than is consistent with proper patient care such concern will be raised with their immediate manager/designate. Where a resolution is not reached, such workload problems may be discussed by the local Labour-Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days using the form in Appendix A. This fifteen (15) day period shall include the attempt to resolve the issue at the unit/department level. The manager/designate will provide a written response to the complainant(s), with a copy to the bargaining unit President or designate and the Labour-Management Committee.

**6.08**      **Professional Responsibility**

- (i) The Parties have a mutual interest in the provision of quality patient care. Therefore, when an employee, or group of employees, covered by this agreement and governed by an Ontario College under the Regulated Health Professions Act, have cause to believe that they are being asked to perform more work than is consistent with proper patient care it is agreed by the parties that such workload problems may be discussed by the local Labour-Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment, using the form in Appendix A. This fifteen day period shall include the attempt to resolve the issue at the unit/departmental level. The manager/designate will provide a written response to the complainant(s), with a copy to the bargaining unit President or designate and the Labour-Management Committee.
  
- (ii) If, after a thorough investigation, no consensus can be reached at Labour-Management Committee the parties will meet with the Chief Executive Officer (CEO)/Chief Operating Officer (COO) within thirty (30) days of referral to present the issues. The CEO/COO will notify the Union of the decision in writing within fourteen (14) days.

**7.07 Joint Health and Safety Committee**

(b) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.

(d) The Hospital agrees to co-operate in providing necessary information to enable the Committee to fulfil its functions.

**11.03 Long Term Layoff (greater than 13 weeks)**

The Hospital and the Union agree to work jointly to minimize any adverse effects of a long term or permanent layoff (greater than thirteen (13) weeks duration) on employees, and maximize creative approaches that meet the interests of both the Hospital and the employees. Accordingly, in the event of such a layoff the Hospital will:

provide the Union with no less than five (5) months' notice.

**17.10 Change of Schedule**

(a) (applicable to full-time employees only)

Where an employee's schedule is changed by the Hospital with less than twenty-four (24) **hours'** notice, she shall receive time and one-half (1½) of her regular straight time hourly rate for all hours worked on her next shift.

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

Where a regular part-time employee's scheduled shift is cancelled by the Hospital with less than twenty-four (24) **hours'** notice, she shall receive time and one-half (1½) of her regular straight time hourly rate for all hours worked on her next shift.

OPSEU – Participating Hospitals Negotiations  
AGREED Issues

A-03  
April 27, 2016

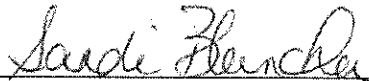

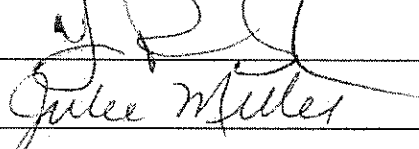
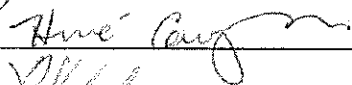
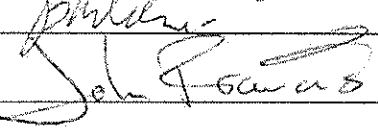
20.01 (e) Same Sex Partner Coverage



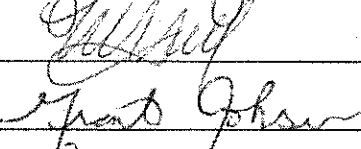
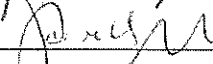
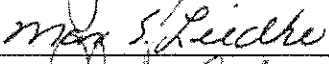
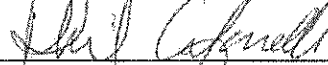
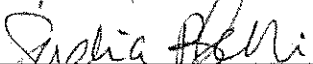
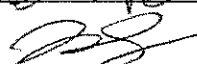
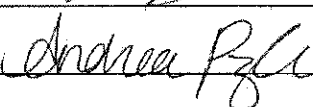
Coverage will be available to an employee and her same sex partner, and their dependants **dependents** in accordance with the terms and conditions of the plans.

Agreed this 27th day of April, 2016.

For the Union:

For the Employer:

  
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OPSEU – Participating Hospitals Negotiations  
AGREED Issues

A-04  
April 28, 2016

The parties agree as follows:

Article 14.03 ADD NEW:

Where an employee's scheduled vacation is interrupted due to bereavement, the employee will be entitled to bereavement leave in accordance with this Article. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be charged to the employee's vacation credits provided the employee submits supporting evidence.

Agreed this 28th day of April, 2016.

For the Union:

For the Employer:

Sandi Blarida  
B. Palmieri  
M. R. S.  
Julie Miller  
Norman Conway  
M. L. L.  
John Francis  
D. L.

~~Angela...~~  
D. L. L.  
Andrea Bell  
Sadie Bell  
D. L.  
Max S. Liedke  
Phil Apelli  
David W.  
Debra Johnson

The parties agree as follows:

- 11.04 (a) Local Human Resource Plans will apply to Health Services Restructuring Commission directives. In other circumstances, the balance of Article 11.04 will apply.
- (b) Before issuing notice of long term layoff pursuant to Article 11.05(a) (b), and following notice pursuant to Article 11.03(a), the Hospital will make offers of early retirement allowance in accordance with the following conditions:

**14.07 Pre-Paid Leave**

(For details on Pre-Paid Leave see Article 29.04)

Agreed this 29th day of April, 2016.

For the Union:

For the Employer:

*Andri Blarba*  
*B. Palmieri*  
*N. P. St.*  
*John Muller*  
*Eric Carayon*  
*Michael*  
*John Kearney*  
 \_\_\_\_\_  
 \_\_\_\_\_

*[Signature]*  
*Angela Basso*  
*Grant Johnson*  
*[Signature]*  
*[Signature]*  
*Andrea Pika*  
*Julia Behr*  
*[Signature]*  
*max S. Lindke*  
*Phil Cignelli*



OPSEU – Participating Hospitals Negotiations  
 AGREED Issues

12 A-06  
 May 11, 2016

ARTICLE 5 – UNION SECURITY (Dues Deduction)

(The following clause will appear in all collective agreements replacing any provision related to dues deduction that existed in the Hospital's expiring collective agreement:)

5.01 (a) The Employer shall deduct from employees in the bargaining unit in each pay period, and from the first day of employment for newly hired employees, an amount equivalent to such union dues as designated by the union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments.

(b) The Employer shall remit the total amount of such deductions to the OPSEU Accounting Department, 100 Lesmill Road, Toronto, Ontario not later than the fifteenth (15th) day of each month following the month in which deductions were made. The remittance shall be accompanied by a list of the employees from whom deductions were made, including their job title and status (i.e. full-time, regular part-time, casual, or on leave of absence greater than thirty (30) days). A copy of the list shall be forwarded to the Local Union.

5.02 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of Union dues as herein provided

ARTICLE 11 – LAYOFF AND RECALL

NOTE: Article 11 applies to Full-Time and Regular Part-Time Employees only.

11.01 (a) For purposes of layoff under Article 11, the clinical laboratory department would include the sub-disciplines of laboratory medicine. For purposes of layoff under this Article, a discipline is a service function within a department.

(b) Where an employee has her shift cancelled, the employee shall not be entitled to displace another employee.

(c) For the purposes of layoff under Article 11, it is understood that the definition of a long-term layoff includes a permanent reduction of hours of a full time employee.

ARTICLE 14 – LEAVES OF ABSENCE

NOTE: The provisions of Article 14, Leaves of Absence, apply to full-time and regular part-time employees but do not apply to casual part-time employees. Notwithstanding

OPSEU – Participating Hospitals Negotiations  
 AGREED Issues

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 May 11, 2016

the foregoing, casual part-time employees are entitled to leaves of absence as prescribed by the Employment Standards Act, 2000, S.O. 2000 c.41.

ARTICLE 25 – COMPENSATION

25.01(b) ADD NEW

Notwithstanding the forgoing, if a Participating Hospital makes a substantial change to a Central classification, then the matter may be dealt with at a Central level. Where the parties agree to deal with such change at the Central level, any agreement or award shall be binding on all Participating Hospitals and bargaining units.

1. No classification will be considered under this process where there is no grievance filed pursuant to 25.01(a) in relation to that classification. The retroactive application of a decision will be determined by the central parties as a condition of agreement in this process.
2. Effective the date of the award/settlement of *this Collective Agreement*, or where the central parties have otherwise agreed, where one central party alleges there has been a substantial change to the job content of a central classification it may be the subject of this process.

For clarity a central classification shall be defined as any job listed in the OPSEU Central Wage Rates.

3. The central party who has identified the substantial change to the job content of a central classification must notify the other central party in writing within twelve (12) months of the date of the change.
4. Once the parties have reviewed the above, the central parties will meet to determine:
  - a. whether the classification is a central classification
  - b. whether the change is occurring across multiple participating hospitals
5. If the central parties agree the classification is central and that it is occurring in multiple participating hospitals, this process will be engaged.
6. The failure to agree to engage this process will not be the subject of a grievance.

OPSEU – Participating Hospitals Negotiations  
 AGREED Issues

~~12~~ A-06  
 May 11, 2016

7. If the central parties cannot agree that this process is engaged, it is understood that there will be no timeline objections from either party with respect to the continuance of grievance(s) filed under 25.01(a)
8. If the process is not engaged due to the lack of occurrence at multiple hospitals, a request from a new hospital for the same classification in the future may allow either party to include the previous requests.
9. If the process is engaged the central parties will:
  - (a) Identify the classification that has been the subject of an alleged substantial change
  - (b) Identify the change that has been alleged
  - (c) Review a Job description for the position prior to the change
  - (d) Collect standardized job information questionnaires which are completed by individuals in the classification for each participating hospital which has the affected classification in their bargaining unit. The questionnaires will be approved by the respective managers. Furthermore it is understood that the parties will receive the questionnaires as completed by the employees with the manager's comments.
  - (e) Identify a timeframe for when the change occurred
  - (f) Review the current rate(s) of pay

If any disagreement arises between the parties in (a)-(f) above, this process will be disengaged and the issue will be returned to the local(s) for resolution under 25.01 (a) with no timeline objections from either party.

10. Following the review above, the central parties will meet to determine whether there has been a substantial change to the job content of a central classification and whether the rate of pay is appropriate.
11. Where the parties cannot agree either that there has been a substantial change to the job content of a central classification or to an appropriate rate of pay the matter may be referred to arbitration, it being understood that any arbitration board shall be limited to establishing whether there has been a substantial change to the job content of a central classification and an appropriate rate based on the relationship existing among other classifications within the central wage grid and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by the central wage grid and that such relativity must be maintained.

OPSEU – Participating Hospitals Negotiations  
AGREED Issues

~~12 A-08~~ 12  
May 11, 2016

12. Any resolution through this process will resolve any outstanding grievances related to the alleged changed central classification and will be binding on all Participating Hospitals and bargaining units.

12 ~~M~~  
Agreed this 11th day of May, 2016.

For the Union:

Sandi Blancher  
Blanche  
B. Papamieri  
JP SL  
Shirley Conway  
Julie Miller  
John Francis  
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For the Employer:

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