

Hospital Local Appendix

Memorandum of Settlement

Between

London Health Sciences – Victoria Hospital

and

**Ontario Public Service Employees Union
on behalf of its Local 106**

1. The parties hereto agree to the terms of this memorandum as constituting full settlement of all 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 or award.
4. The parties further agree that the collective agreement shall incorporate all the terms of the previous collective agreement which expired on **March 31, 2022**, together with the following amendments:
 - a. All matters settled and agreed to centrally by the parties, **or as awarded** prior to the date of this memorandum of settlement.
 - b. All matters settled and agreed to by the parties in bargaining and attached as Schedule A.
5. The parties further agree that the amendments to the collective agreement shall be effective on the date of ratification except as provided otherwise in these terms of settlement. Locally agreed to wage increases, **if any**, shall be retroactive as noted in the central agreement or award. **For the purpose of clarity, unless otherwise agreed to in this Memorandum, wage rates shall be rounded to two decimals.**
6. The parties agree to meet on **TBD**, 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 on **TBD**, to sign the final agreement.

Signed at **London** this **21st day of November, 2022.**

For The Union:

DocuSigned by:



Steve McCaw

DocuSigned by:



Carrie Young

DocuSigned by:



Jordan McTavish

DocuSigned by:



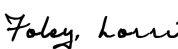
Katie Lambert

DocuSigned by:



Sarah Gubbels

DocuSigned by:



Lori Foley – Staff Rep

01 December 2022 | 11:15 AM EST

For The Employer:

DocuSigned by:



Joanna MacMillan

DocuSigned by:



Natalie King

DocuSigned by:



Scott Crabbe

DocuSigned by:



Sue Milburn

DocuSigned by:



Jade Bolsover

DocuSigned by:



Stephen Nelli

DocuSigned by:



Natalie Annby – Manager Labour Relations

FULL TIME Lab/XRay

Schedule A – Agreed Items

The Parties agree to combine the 2 Full Time bargaining units (full-time lab and full-time x-ray 5142/5143) in a single bargaining unit and collective agreement.

Flexible Scheduling Arrangements:

All flexible scheduling arrangements can be implemented utilizing the template in Article 29.02, not limited to only short shifts

Article 15 Return to Work

Where an employee has been on an extended medical absence and is returning to the workplace, the Hospital shall notify the Local Union. All consultations related to the return to the workplace shall include the employee and a Local union representative. Should a local union representative not be available this will not delay the return to work process.

Article 15.11

(a) Employees suffering illness shall endeavour to notify their Manager or designated representative of the Employer at least two (2) hour prior to the start of their shift except where failure to do so has been justified to the satisfaction of the Employer.

(b) – no change – maintain existing collective agreement language

(c) – no change

Article 16 – Hours of Work and Overtime

16.01 (a) (i) – Applicable to full-time and temporary full time

Rest Period – Article 17.03 Call Back:

Where an Employee is called in from standby, or if the Employee's shift is extended, such Employee shall not be required to return to regular duties at the Hospital without eight (8) hours of time off. Where time off extends into the Employee's scheduled shift, the Hospital will maintain their regular earnings within the normally scheduled eight (8) hour period.

Article 17.07

When an employee is required to travel to the Hospital, or to return to their home, as a result of being called back to work outside their regularly scheduled hours, the Hospital will pay transportation costs either by taxi or by their own vehicle at the rate of fifty (50) cents per kilometer or corporate policy, whichever is higher or such greater amount that the Hospital may in its discretion determine for each trip. The employee will provide to the Hospital satisfactory proof of payment of such taxi fare.

Article 18.05 Banked Time

Lieu days for paid holidays earned in the last sixty (60) days of the fiscal year may be carried over and used the following year prior to primetime vacation outlined in Article 19.08(g)

Article 19.10 (FT & PT)

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. Such request will be approved or denied by the Manager or designate in writing prior to the posted schedule in which the request falls in.

Overtime Definition – add paragraph

Should overtime continue to be requested by the Hospital, the shift will be split and the Hospital will first approach the employees who are already scheduled on the same day, commencing after the end of a scheduled shift or prior to the scheduled shift, in the manner outlined above.

Weekend Definition

It is understood that a weekend consists of fifty-six (56) consecutive hours off work during the period following the completion of the Friday day or evening shift until the commencement of the Monday day or evening shift, with the exception of the shifts commencing at 23:00 on a Sunday.

LOU 1 – Individual and Special Circumstances

renew

LOU 2 – Transfer of Seniority

renew

LOU 3 – Self-scheduling

renew

LOU 4 – Extended Tour Rotation

renew

LOU 5 – Reclassification

remove/delete

NEW LOU – Request for Shift Exchanges

Letter of Understanding
Between
London Health Sciences Centre
(Hereinafter known as "the Hospital")

And
Ontario Public Service Employees' Union Full-time Laboratory/X-Ray Bargaining Unit
And
Ontario Public Service Employees' Union Part-time Laboratory/X-Ray Bargaining Unit
(Hereinafter known as "the Union")

Trial for the duration of the Collective Agreement

1. Requests by employees for exchanges in shifts, must be submitted in writing to their Manager or designate at least forty-eight (48) hours in advance. Both employees involved in the exchange of shifts must be included in the written request.
2. Employees may submit requests for shift exchanges during the posted schedule period.
3. Such request shall be considered by their Manager or designate, and responded to in writing within a reasonable timeframe.
4. Such requests shall not unreasonably be denied
5. It is understood that any such changes shall not result in any overtime or premium payment.
6. It is understood that the Hospital reserves the right to require employees to work certain shifts for the purposes of reorientation, training, education and appraisal and that such requirements do not constitute unreasonable denial.
7. The terms of this Agreement are made on a without prejudice basis as to the respective position of the Parties and on the understanding that it shall not be a precedent for any other case.

Dated at LONDON, Ontario this 21st day of November, 2022

For the Hospital

DocuSigned by:

Joanna MacMillan

DocuSigned by:

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Natalie King

DocuSigned by:

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Scott Crabbe

DocuSigned by:

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Sue Milburn

DocuSigned by:

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Jade Bulmer

DocuSigned by:

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Scott King

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Natalie King

DocuSigned by:

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For the Union

DocuSigned by:

Steve McLaw

DocuSigned by:

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CARLE YOUNG

DocuSigned by:

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Scott King

DocuSigned by:

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Scott King

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Scott King

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Foley, Lori

DocuSigned by:

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NEW LOU - Notification of Significant Schedule Changes

Letter of Understanding
Between
London Health Sciences Centre
(Hereinafter known as "the Hospital")
And
Ontario Public Service Employees' Union Full-time Laboratory/X-Ray Bargaining Unit
And
Ontario Public Service Employees' Union Part-time Laboratory/X-Ray Bargaining Unit
(Hereinafter known as "the Union")

RE: Notification of Significant Schedule Changes

Trial for the duration of the Collective Agreement:

1. Where the hospital intends to make significant changes to departmental schedules, the union shall be notified.
2. The terms of this Agreement are made on a without prejudice basis as to the respective position of the Parties and on the understanding that it shall not be a precedent for any other case.

Dated at LONDON, Ontario this 21st day of November, 2022.

For the Hospital

DocuSigned by:

Joanna MacMillan

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Natalie King

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Jade Bolsover

DocuSigned by:

D9CB72FFF9754E6...

St. John

DocuSigned by:

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Natalie King

DocuSigned by:

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For the Union

DocuSigned by:

Steve McLaw

DocuSigned by:

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CARRIE YOUNG

DocuSigned by:

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Foley, Lorri

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Article 10.04 – not to form part of the collective agreement.

The Parties agree to the following:

The Union will compile a list of members, hired prior to 2010, seeking review of seniority, by end of year 2022 (December 31, 2022). Requests received after this date will not be reviewed.

The Hospital will provide the Union with the data needed to determine seniority calculations (such as original date of hire, hours worked per year prior to 2010) if available.


The Union will calculate and determine the seniority adjustments for the listed members, and provide such to the Hospital.


The Hospital will adjust the seniority hours for those affected once all adjustments have been received and will reflect the adjustments on the next posted seniority list.


It is understood that the Hospital may be delayed in providing the requested data until year end is complete (December 31, 2023).

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