

Hospital Local Appendix

Memorandum of Settlement

Between

Niagara Health System

And

**Ontario Public Service Employees Union
on behalf of its Local 215**

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 Appendix 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 **(location)** this **25th of October, 2022.**

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For The Union:

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Jane Marie Page
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For The Employer:

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**ONTARIO PUBLIC SERVICE EMPLOYEES
UNION**

On behalf of Local 215

-and-

Niagara Health System
Combined Full-Time and Part-Time Paramedical
Sector 10

Agreed Upon Items

OCTOBER 4, 2022

Housekeeping

- Insert gender neutral language
- Change any reference from OPSEU to OPSEU/SEFPO
- Correct any typos and/or formatting issues

Add to Recognition Clause (and wage grid)

- Case Manager, Behavioural Support Ontario (add to both)
- Arts & Medicine Coordinator (add to recognition clause)
- Integrated Comprehensive Care Coordinator (add to both)
- Graduate Respiratory Therapist (add to both)

Article 37 – Representation & Committees

Current:

Art. 37.01 (b) Negotiating Team The parties agree the Negotiating Team, as described in Article 6.04 (a) of the central provisions, will consist of four (4) members plus the Bargaining Unit President.

Amend to:

Art. 37.01 (b) **Negotiating Team** The parties agree the Negotiating Team, as described in Article 6.04 (a) of the central provisions, will consist of ~~four~~ (4) **six (6)** members plus the Bargaining Unit President.

Article 39 – Scheduling

Current:

Art. 39.01 (f) Lieu Time (applicable to full-time employees only)

Where an employee has worked and accumulated approved overtime hours (other than premium hours related to paid holidays) or has accumulated hours for call back, then such employee shall have the

option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half times, then time off shall be at one and one-half times). Where an employee chooses the latter option such time off must be taken within three months or payment in accordance with the former option shall be made. Further such time off must be taken at a time mutually agreeable to the Hospital and the employee. The maximum time that can be accumulated is thirty-seven and one-half (37.5) hours.

Amend to:

Art. 39.01 (f) Lieu Time (applicable to full-time employees only)

Where an employee has worked and accumulated approved overtime hours (other than premium hours related to paid holidays) or has accumulated hours for call back, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half times, then time off shall be at one and one-half times). ~~Where an employee chooses the latter option such time off must be taken within three months or payment in accordance with the former option shall be made. Further.~~ **Where an employee elects to bank the time, such time off must be taken within six (6) months** at a time mutually agreeable to the Hospital and the employee. The maximum time that can be accumulated is thirty-seven and one-half (37.5) hours.

Art. 39.01 (k) ***New addition to current article***

This ensures that the blanks that exist in the central language are documented in local section

Weekend Premium

(i) (Applicable to full-time employees only)

The Hospital will endeavour to provide at least **two (2)** weekend(s) off in **four (4)**. If an employee is required to work a **third (3rd)** consecutive weekend, the employee will be paid at the overtime rate for all hours

worked on a **third (3rd)** consecutive weekend and any subsequent weekend until a weekend is scheduled off, save and except where:

- i. such weekend has been worked by an employee to satisfy specific days off requested by such employee, or
- ii. such employee has requested weekend work, or
- iii. such weekend is worked as a result of an exchange of shifts with another employee, or
- iv. any other reason as negotiated by the local parties and set out in the Local Provisions Appendix.

Article 41 – Vacations

Housekeeping to reflect that vacation is picked 2X per year. Change year to “vacation period”

Current:

Art. 41.04 An employee who has successfully bid for a job posting under the job posting procedure who transfers from one (1) department to another and where vacation schedules have been completed for that year, may not exercise his seniority rights for vacation purposes for that year.

Amend to:

Art. 41.04 An employee who has successfully bid for a job posting under the job posting procedure who transfers from one (1) department to another and where vacation schedules have been completed for that year **vacation period**, may not exercise his seniority rights for vacation purposes for that year **vacation period**.

Article 44 - Printing Collective Agreements

Current:

Article 44.01

Providing both parties agree to format, form and cost of printing, the parties shall share equally the cost of printing the collective agreement.

Amend to:

Article 44.01

In an effort to reduce the environmental impact and the cost to both Parties, the collective agreement will be provided to all bargaining unit employees with access via URL link. The cost of the printing of the collective agreement, will be shared equally by both parties.

LOU #5 Re: Multi-site Issues

Clean up- as sites are relative; we no longer have NOTL but we do have other work locations

Current:

The parties agree, in accordance with the Central multi-site article, on the following provisions:

- a) The Hospital will consider all of an employee's regularly scheduled hours worked at any of the Hospital's seven (7) sites when determining whether an employee is full-time or part-time.

Amend to:

The parties agree, in accordance with the Central multi-site article, on the following provisions:

- a) The Hospital will consider all of an employee's regularly scheduled hours worked at any of the Hospital's ~~seven (7)~~ sites when determining whether an employee is full-time or part-time.



**ONTARIO PUBLIC SERVICE EMPLOYEES
UNION**

On behalf of Local 215

-and-

Niagara Health System
Combined Full-Time and Part-Time Paramedical
Sector 10

Agreed Upon Items

OCTOBER 5, 2022

Housekeeping

Recognition Clause (& include in wage grid)

- Health Links Model Adopter (add to Scope & Recognition)

Art. 38 – Bargaining Unit President

Art. 38.01 (a) An employee who serves as the Bargaining Unit President or designate shall be granted Hospital paid time of one hundred (100) days per year (based upon seven and one-half (7 1/2) hour shifts). **Where the Bargaining Unit President is not available for Local Union business,** ¶the union will identify and provide notice to the Hospital of the designate in advance. The scheduling of such hours upon mutual agreement shall be pre-determined with the Hospital. In addition, these hours will not change an employee's status from part-time to full-time. For a full-time employee, these hours will not be in addition to the employee's normal hours of work. The scheduling of these shifts cannot be used to generate overtime or premium pay for the Bargaining Unit President or any other member of the Bargaining Unit.

Art. 40 – Paid Holidays

Art. 40.03 In order to allow vacation requests and to comply with Article 40.02, where to the extent possible, a full-time employee's weekend rotation may be altered. This will not result in any more total weekends ~~worked~~ **scheduled for** the employee and must not extend beyond an eight week period.

The Hospital shall endeavour that any such weekend rotation changes shall not include a weekend that is immediately prior to and/or immediately subsequent to any approved vacation request.

ARTICLE 41 – VACATIONS

41.01 For purposes of the vacation request process, the vacation period shall be considered to be July 1 to June 30 of each year. *(newly renumbered – previously 41.02 – numbered accordingly hereafter)*

41.02 (a) Full time employees receive their yearly vacation entitlement deposited to their vacation bank on July 1 each year. Employees are entitled to utilize their vacation immediately upon it being deposited into their vacation bank. Employees reaching a vacation milestone within the defined vacation year will have their additional week of vacation deposited at the start of the vacation year.

(b) Employees who transfer from part-time to full-time status after the start of the vacation year:

- (i)** Will have their part time vacation earnings, as per article 41.04, paid to them at the time of transfer to full time;
- (ii)** Will receive their vacation entitlement for the partial vacation year calculated according to 19.01 and deposited at the time of transfer.
- (iii)** It will be immediately available to utilize according to the vacation approval provisions of the collective agreement.

Newly hired full-time employees will receive a deposit of their vacation entitlement that has been prorated for the remainder of the vacation year.

(c) Employees will continue to be able to carryover unused vacation into the subsequent vacation year(s).

(d) Employees on a leave of absence greater than 30 calendar days will have their vacation entitlement calculated as per article 19.01(a) and deposited into their bank upon their return to work. Employees who take a leave of absence greater than 30 calendar days within a vacation year will have their vacation banks reconciled on June 30 to align with their entitlement as defined by article 19.01(a) and deposited into their bank upon their return to work.

- (e) **When an employee leaves the organization before the end of a vacation year and they have taken more vacation than has been earned, these monies will be deducted from the employee's final pay. Any remaining balance, if any, will become a debt due and is payable to the Hospital effective the termination date.**

41.03 Full Time and Part Time

Preference Lists

Vacation preference lists shall be posted in two (2) vacation periods; Summer and Winter.

Summer Period (June 1 to November 30) – The manager will post a vacation request sheet no later than November 30.

This request sheet will remain posted until January 1. The manager will post the approved vacation list by February 1.

Winter Period (December 1 to May 31) – The manager will post a vacation request sheet no later than August 1.

This request sheet will remain posted until September 1. The manager will post the approved vacation list by October 1.

Approved vacation will not be changed unless by mutual agreement.

Employees will be allocated their vacation in order of seniority to maximum of three (3) weeks during prime time. Prime time will be defined as the months of July and August, March Break and the last two (2) weeks of December. Managers may approve additional weeks of vacation during prime time once all employees have been given the opportunity. Reasonable requests for vacation will not be denied. For the purposes of clarity, requests for partial weeks or single days of vacation shall be considered a week for the pre-approved request for vacation process that occurs twice per year.

Once the vacation schedule has been posted, all other requests including during prime time will be approved on a first come, first serve basis. Notwithstanding the above, the Hospital will endeavour to approve or deny all other vacation requests ~~shall be approved or denied~~ within two (2) weeks of the date of request.

Vacation Request Sheet Posted	Vacation Period	Approved
November 30	June 1 – November 30	February 1
August 1	December 1 – May 31	October 1

Agreement on renewing Short Shift Memorandums of Agreement, but not include in Collective Agreement



**ONTARIO PUBLIC SERVICE EMPLOYEES
UNION**

On behalf of Local 215

-and-

Niagara Health System
Combined Full-Time and Part-Time Paramedical
Sector 10

Agreed Upon Items

OCTOBER 24, 2022

Art. 39 – Scheduling

39.01 (h) Extra Shift – New Language (and renumber)

10. Where there are extra shifts that are awarded, the Hospital shall ensure that the information is accessible to the Union. Where there are any disputes arising as a result of extra shifts, employees should first seek verification from their Manager, or designate, who shall make that information accessible.

Article 39.01 (i) – Short Term Vacancies – New Language (and renumber)

A ~~block~~ **short term vacancy** is a vacancy expected to last not less than twenty-eight (28) calendar days up to six (6) months.

PROCESS TO ASSIGN SHORT TERM VACANCY WITHIN A DEPARTMENT:

- a) Each department will generate a seniority list of regular part-time employees and a seniority list of casual employees, which will be updated twice yearly, June and December. Employees transferring to a new department will be added to the ~~block~~ **short term vacancy** list according to their seniority at the time of the most current seniority list.
- b) A full-time short term vacancy will be offered to regular part-time staff by seniority on a rotational basis. A regular part-time short term vacancy will be offered to casual part-time staff by seniority on a rotational basis.
- c) Employees selected to fill a short term vacancy will be subject to all articles of the collective agreement and other letters of understanding regarding hours of work and scheduling, for the accepted short term vacancy.

LOU #6 Re: Multi-site Employer

Amend to:

LOU #6 Re: Multi-site Employer

The Hospital and the Union recognize that the Niagara Health System is one (1) employer with multiple sites. The parties agree that some circumstances may arise where it is necessary to realign services and staff to meet operational requirements. The parties agree that a change in work site is not a change of schedule and that reasonable notice will be given of any change.

In a work area where it is deemed necessary to introduce a permanent change to rotate staff to multiple sites, the Hospital will meet with the OPSEU Multi-Site Committee to discuss the issues and ***work together to*** develop a plan that **shall include, but not limited to, the Hospital's rationale for multi-site assignment of positions, the assignment of a home site as applicable, reporting mechanisms, how/whom to submit vacation requests, number of positions that are multi-site, and what percentage of shifts will be assigned at the home site as applicable.**

The Hospital will provide to the Union a copy of the master schedule that reflects the percentage of shifts assigned at the home site.

~~Should a position become vacant, it is agreed that the status of that position will be provided to the union prior to posting.~~

The Committee will work within the following guidelines to develop a plan for the specific work area.

1. Where the rotation of staff will affect only a portion of the employees in the department, the Hospital will offer the opportunity to staff on a seniority basis of those qualified to do the work. In the event that there are no volunteers, the most junior employee(s) will be assigned.
2. Where operational needs dictate in a specific department, the Hospital may combine casual lists to establish an NHS wide casual pool for the department. Such list will be created on a one time seniority basis and shifts shall be offered on a rotational basis.
3. Temporary vacancies will be filled in accordance with Article 13.01 of the Collective Agreement.

New:

LETTER OF UNDERSTANDING #7

Between

Niagara Health System
(hereinafter referred to as the "the Hospital")

-and-

Ontario Public Service Employees Union
(hereinafter referred to as "OPSEU")

RE: Full Time Equivalent (FTE) Rating Process

The parties agree to form a joint committee for the purposes of assigning a full time equivalent (FTE) rating for all regular part time (RPT) OPSEU employees currently in an RPT role. The FTE rating will be based on operational needs and budget. The parties will consider an employee's historical schedule when determining the FTE rating.

The Hospital will post all vacant or new RPT positions with an FTE rating, effective the date of ratification.

The committee shall be comprised of three (3) Hospital representatives and three (3) OPSEU representatives. The committee shall meet within sixty (60) days of the date of ratification of the collective agreement and thereafter as required.

Time off for committee members to attend meetings of the committee shall be granted and their attendance at meetings shall be without loss of regular wages.

Dated this _____ (day) of _____, 2022.

For the Hospital

For OPSEU

New:

LETTER OF UNDERSTANDING #8

Between

Niagara Health System
(hereinafter referred to as the "the Hospital")

-and-

Ontario Public Service Employees Union
(hereinafter referred to as "OPSEU")

RE: Scheduling Committee

There parties agree to form a joint committee for the purpose of discussing scheduling issues.

The committee shall be comprised of three (3) Hospital representatives and three (3) OPSEU representatives. The committee shall meet within sixty (60) days of the date of the ratification of the collective agreement and thereafter as required.

Time off for committee members to attend meetings of the committee shall be granted and their attendance at meetings shall be without loss of regular wages.

Dated this _____ (day) of _____, 2022.

For the Hospital

For OPSEU
