

OPSEU/SEFPO and the Participating Hospitals

Items in Agreement

April 29, 2022

Housekeeping #1

Amend Article 11.04 (b) (iii) 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(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:
- (i) The Hospital will first make offers in order of seniority in the department(s) and in classifications where layoffs would otherwise occur. The Hospital will offer the same number of early retirements as the number of layoffs it would otherwise make.
 - (ii) The Hospital will make offers to employees eligible for early retirement under the Hospital pension plan (including regular part-time, if applicable, whether or not they participate in the hospital pension plan).
 - (iii) If no employees ~~on the unit~~ **in the department** affected accept the offer, the Hospital will then extend the offer to other employees in the same classification as that being affected in the bargaining unit in order of seniority.
 - (iv) The number of early retirements the Hospital approves will not exceed the number of employees in that classification who would otherwise be laid off.
 - (v) An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, to a maximum ceiling of fifty-two (52) weeks' salary. (See chart at Article 11.14)

Housekeeping #2

Amend Article 14.05 (b) as follows:

(b) Parental Leave

- (i) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this Agreement.

(Article 14.05 (b) (ii) is applicable to full-time employees and regular part-time employees only)

- (ii) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan, and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on parental leave as provided under this Agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of their regular weekly earnings and the sum of their weekly Employment Insurance parental benefits during their leave and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period, and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of ten (10) weeks for a parental leave. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the parental leave times their normal weekly hours.

~~Effective January 1, 2018, w~~**W**here an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the total amount of any Supplemental Unemployment Benefit payable by the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

In addition to the foregoing, ~~effective January 1, 2018,~~ the Hospital will pay the employee eighty-four percent (84%) of their regular weekly earnings during the first week of the leave while waiting to receive Employment Insurance benefits.

This provision only applies to employees with at least thirteen (13) weeks of continuous service at the Hospital prior to the commencement of the parental leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

Housekeeping #3

Amend Article 16.01 (b) as follows:

- (b) (Applicable to part-time employees only)

The normal or standard work day shall be seven and one-half (7 ½) hours per day and the normal or standard full-time work week shall be an average of thirty-seven and one-half (37 ½) hours per week except in those Hospitals where agreements already provide a normal or standard work day of less than seven and one-half (7 ½) hours and a normal or standard full-time work week of less than thirty-seven and one-half (37 ½) hours. (Those Hospitals with the lesser required hours shall reflect in the salary rates a pro-rata lesser amount compared with salaries for other Hospitals based on the ratio that the standard or normal hours of work at the Hospital concerned are to thirty-seven and one-half (37 ½) hours and shall appropriately reflect such hours in this Article).

~~Part-time employees shall be entitled to overtime pay at the rate of time and one-half (1 ½) their regular straight time hourly rate for all hours worked in excess of the normal or standard work day or in excess of the normal or standard full-time work week.~~

The length of time over which the hours of work per week are to be averaged shall be determined locally and shall be set out in the Local Provisions Appendix.

Amend Article 14.07 as follows:

14.07 Professional College Leave

An employee shall be entitled to leave of absence without loss of earnings from their regularly scheduled working hours for the purpose of writing re-certification examinations set by the College according to its Quality Assurance Program. **The employee shall notify the Hospital as soon as practicable the date the re-certification examination is scheduled.**

Amend Article 21.02 as follows:

21.02 Where the Hospital and the Union agree, the Hospital may implement modified/rehabilitative work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the collective agreement may, where agreed, be varied. The specific terms of the program will be signed by the Hospital and the Union.

In order for the parties to fulfill their obligations as set out under Article 3.04, the Union will be invited to attend meetings with a bargaining unit member in relation to their modified/rehabilitative work program.

Amend Article 25.02 (a) as follows:

- 25.02 (a) Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring **into the bargaining unit** on the application for employment form or otherwise. The employee shall cooperate with the Hospital by providing verification of previous experience.
- (b) Prior experience shall be credited at the rate of one (1) increment on the salary scale for every one (1) year of recent, related, full-time experience, as determined by the Hospital.
- (c) For the purposes of the above clause, as it applies to part-time employees, part-time experience will be calculated on the basis of 1650 hours worked equaling one (1) year of experience.

Amend Appendix "A" as follows:



Appendix "A": Workload Alert Notification

In accordance with Article 6.07 and Article 6.08 of the collective agreement

This form is intended to appropriately identify employee concerns relative to their workload issues. This report form provides a tool for documentation to facilitate discussion and to promote a problem-solving approach.

Please be advised that the undersigned has cause to believe that they are being asked to perform more work than is consistent with proper patient care. A written response to this request is requested.

Note to Members and Stewards: Copies of any completed form should be retained by the member, their steward and further copies forwarded to the Local President, Department Manager, and Human Resources.

Where the local parties agree, this form will be made available in an electronic format.

Section 1: General Information

Name of Employee(s)

Reporting: _____

Steward: _____

Employer/site: _____ Unit/Area/Program: _____

Date of Occurrence: _____ Time: _____

Name of Supervisor: _____ Date/Time Submitted: _____

Section 2: Identify the specific risk issues to staff/patient care

- Emergency Situation (will result in serious impact on patient in the immediate future)
- Urgent Situation (will result in serious impact on patient in future)
- Pressing Situation (could result in serious impact on patient in the immediate/foreseeable future)

Section 3: Contributing Factors

- Staffing Shortages _____
- Patient/Work Preparation Concerns _____
- Patient/Work Volume _____
- Equipment Concerns _____
- Other _____

Section 4: Details of Occurrence

Provide a concise summary of the occurrence (attach additional pages if necessary)

Check One:

Is this an isolated incident?

An ongoing problem?

Section 5: Employee Signatures

Signature: _____

Phone No.: _____

Signature: _____

Phone No.: _____

Signature: _____

Phone No.: _____

Date Submitted: _____

~~**Note to Members and Stewards: Copies of any completed form should be retained by the member, their steward and further copies forwarded to the Department Manager, and Human Resources.**~~

DATED AT TORONTO, this 29th day of April 2022.

FOR OPSEU/SEFPO

DocuSigned by:
Sandi Blancher
9ABB011F731B4AG...

DocuSigned by:
Betty Palmieri
C313230A74114ED...

DocuSigned by:
Brenda Allan
A54127C52B404B3...

DocuSigned by:
Adrian Balgoin
395F122706BE454...

DocuSigned by:
Karen Marchesky
593D3CFFC3B44C0...

DocuSigned by:
Steve McLau
DED29811E515462...

DocuSigned by:
Kelly Richmond
9BAD496F415D459...

DocuSigned by:
B. Weaver
74FF4FF729AE4B3...

DocuSigned by:
Marc Casey
FFD6890C9856400...

DocuSigned by:
Midhaber
2765E75CAD4D44E...

FOR THE PARTICIPATING HOSPITALS

DocuSigned by:
Bree Gaber
E6474DDFA4A844A...

DocuSigned by:
Kelly Hanselman
E2C6E4FEF5054D4...

DocuSigned by:
Peter Kronenberg
2509DAD1B43C40A...

DocuSigned by:
Bryan McMevin
4AB7B7379883469...

DocuSigned by:
Susan Sedgman
F3C1523735644A4...

DocuSigned by:
Jim Tsourgiannis
6A8C014490DE454...

DocuSigned by:
Sadia Bekri
70C1DFFD5A1649C...

DocuSigned by:
[Signature]
1369D948AD9D468...

DocuSigned by:
Phillip Cifarelli
F416BE0192F44C4...

DocuSigned by:
[Signature]
526286A9CCCD4DE...

OPSEU/SEFPO and the Participating Hospitals

Items in Agreement

May 12, 2022

Housekeeping #4

Add new Pharmacy Technician wage grid to the central wage rates in accordance with Diane Gee's arbitration award dated January 6, 2020.

Amend Article 7.03 as follows:

7.03 When faced with occupational health and safety decisions, the Hospital will not await full scientific or absolute certainty before taking reasonable action(s) **including but not limited to, providing readily accessible personal protective equipment** that reduces risk and protects workers.

Amend Article 7.04 as follows:

7.04 **(a)** A worker who is required by the Hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training. The Hospital shall ensure that the personal protective clothing, equipment, or device it provides will be maintained in good condition.

(b) **Hospitals will ensure adequate stocks of the N95 respirator or equivalent or better (or such other personal protective equipment as the parties may in writing agree) to be made available to workers at short notice in the event that there are reasonable indications of the emergence of a pandemic, epidemic or outbreak of an infectious disease in the community served by the Hospital.**

Amend Article 7.07(d) as follows:

7.07 Joint Health and Safety Committee

...

(d) The Hospital agrees to co-operate in providing necessary information to enable the Committee to fulfil its functions. **In addition, the Hospital will provide the Committee with access to the Hospital's pandemic plan and related risk assessment(s), all accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, and any other pertinent information in its possession. The Hospital will also provide the Committee**

with reports on fit testing compliance annually and personal protective equipment inventory on a quarterly basis. The Committee shall respect the confidentiality of the information.

Amend Article 8.04 as follows:

8.04 Policy Grievance

A grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at the level of the CEO, **or designate** within fourteen (14) calendar days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which they could have instituted themselves and the regular grievance procedure shall not be thereby bypassed. Where the grievance is a Hospital grievance it shall be filed with the Local Union President or designate.

Amend Article 17.02 as follows:

17.02 Telephone Consultation

Employees who are required to provide professional services over the telephone while on standby (without returning to the hospital) shall be entitled to a minimum of

fifteen (15) minutes' pay for a call received between 0700 hours and 2300 hours, and

thirty (30) minutes' pay for a call received between 2300 hours and 0700 hours,

at time and one-half (1 ½) their regular straight time hourly rate, or equivalent time in lieu, per call, regardless of the duration of the call. Any additional time spent on the call over and above the initial minimum time shall be compensated at the same rate but in minimum fifteen (15) minute increments. The employee will complete a record of calls on a form following the period of the call. A call received during a period for which one of the aforesaid minimums is payable as a result of an earlier call will be treated for these purposes as a continuation of that earlier call.

For clarity, the initial request for professional services shall be initiated by voice call or text message. The professional services provided following the initial request includes services provided by telephone or other electronic devices including but not limited to text messaging, voice calls, video calls and electronic mail while on standby.

Amend Article 19.03 as follows:

NOTE: Article 19.03 is applicable to full-time employees only.

- 19.03 (a) Where an employee's scheduled vacation is interrupted due to serious illness or injury which commenced prior to and continues into the scheduled vacation period, the period of such illness **or injury** shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to a serious illness **or injury** requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

Flexible Scheduling Arrangements:

The parties agree that the issue of flexible scheduling arrangements is appropriate for local discussions.

Letters of Understanding:

The parties agree to renew the following letters of understanding:

- LOU #1 – Part time Voluntary Benefits
- LOU #2 – Integration for the Delivery of Health Services
- LOU #3 – Additional Issues Appropriate for Local Bargaining

The parties agree to delete the following letters of understanding:

- LOU #4 – Communication and Education to OPSEU Representatives Regarding Application of 29.02

The parties agree to add the following new letters of understanding:

Letter of Understanding #4 – Re: Commitment To Equity, Diversity And Inclusivity

The parties agree that patient care is enhanced when the workplace environment is reflective of the communities it serves, and that the goal of all is to provide quality care and equitable outcomes for patients. To that end, the parties are committed to promoting a workplace of diversity, inclusion and where everyone feels valued. The parties are committed to a workplace that is inclusive of their diverse communities, including but not limited to Black, Indigenous, People of Colour (BIPOC) and Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual and/or Agender, Two-Spirited and the countless affirmative ways in which people choose to self-identify (LGBTQIA2+).

The parties value the contributions of all staff in the hospital and recognize that discriminatory and oppressive acts can negatively impact staff. The parties are committed to making an equitable working environment that is inclusive for all patients and staff.

To support this commitment, where a committee or other hospital forum does not already exist, the local parties will endeavour in the first year of the Collective Agreement to establish a committee or other hospital forum. The committee or hospital forum will discuss and implement strategies, initiatives and training programs that enhances the workplace to promote in an effective and meaningful way an environment that encourages, supports, and celebrates equity, diversity and inclusivity for patients and staff. This committee or hospital forum will include at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees and will meet on a frequency as determined by the committee or hospital forum.

Letter of Understanding #5 – Wage Standardization Committee

During the previous round of central bargaining, the parties agreed to establish a committee to examine the issue of standardization of non-central wage grids with the goal of making recommendations to their respective central bargaining committees in advance of the next round of central bargaining.

The parties were unable to complete the work of the committee during the last term of the collective agreement. As such, the parties will continue to meet during the term of this collective agreement with the goal of making recommendations to their respective central bargaining committees in advance of the next round of central bargaining.

DATED AT TORONTO, this 12th day of May 2022.

FOR OPSEU/SEFPO

DocuSigned by:
Sandi Blancher
9ABB011F731B4AC...

DocuSigned by:
Betty Palmieri
C313230A74114ED

DocuSigned by:
Brenda Allan
A54127C52B404B3...

DocuSigned by:
Adrian Balogin
395F122706BE454...

FOR THE PARTICIPATING HOSPITALS

DocuSigned by:
Bree Gaber
F6474DDEFA4A844A

DocuSigned by:
Kelly Hanselman
E2C6E4FEF5054D4

DocuSigned by:
Peter Kronenberg
2509DAD1B43C40A...

DocuSigned by:
Bryan McNevin
4AB7B7379883469...

DocuSigned by:

Steve McLaw

DED29811E515462...

DocuSigned by:

Kelly Richmond

9BAD496F415D459...

DocuSigned by:

B. Weaver

74FF4FF729AE4B3...

DocuSigned by:

Marc Casoy

FFD6890C9856400...

DocuSigned by:

Midkaber

2765E75CAD4D44E...

DocuSigned by:

Karen Marchesky

593D3CFFC3B44C0...

DocuSigned by:

Susan Sedgman

F3C1523735644A4...

DocuSigned by:

Jim Tsourgiannis

6A8C014490DE454...

DocuSigned by:

Sadia Bekri

70C1DFFD5A1649C...

DocuSigned by:



1369D948AD9D468...

DocuSigned by:

Phillip Cifarelli

F416BE0192F44C4...

DocuSigned by:



526286A9CCCD4DE...