

From: OPSEU/SEFPO Communications opseucommunicationsdepartment@opseu.org
Subject: Hospital Professionals Division central bargaining 2022: Explanation of changes to agreement
Date: July 8, 2022 at 4:50 PM
To: cjmpwalker@sympatico.ca

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Hospital Professionals Division central bargaining 2022: Explanation of changes to agreement

Your bargaining team has received William Kaplan's [interest arbitration award](#). During this unique and very difficult round of negotiations, we fought hard to improve our collective agreement and prevent the OHA from achieving any concessions.

Due to the limitations imposed by Bill 124, there was a great impact on what Mr. Kaplan could award. As a result, the monetary improvements awarded are limited. However, Mr. Kaplan's award includes the maximum allowable wage increase of one per cent and other improvements to our priority items, including benefits, premiums and vacation.

Finally, although Mr. Kaplan did not award all of the items we brought forward to interest arbitration, we are pleased he did not award any of the OHA's proposed concessions.

The bargaining team has scheduled two virtual information sessions for July 13. Please join us if you are available:

July 13, noon to 1 p.m.

OPSEU/SEFPO Hospital Professionals Division central bargaining info session: [join Zoom meeting](#)

Meeting ID: 834 1024 1778

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July 13, 7 p.m. to 8 p.m.

OPSEU/SEFPO Hospital Professionals Division central bargaining info session: [join Zoom meeting](#)

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Award and agreed items summary

Monetary improvements:

This round of negotiations was subject to Bill 124 which limited our compensation outcome to no more than one per cent total compensation in each year of the collective agreement for a three-year period.

Mr. Kaplan's award spends every available dollar under the Bill 124 restrictions. This includes the maximum allowable wage increase of one per cent, as well as additional compensation improvements that were achievable under the one per cent total compensation threshold.

Term:

- April 1, 2022 – March 31, 2025
- The collective agreement will be in effect for a three-year term.

Wages:

- April 1, 2022 – one per cent
- April 1, 2023 – one per cent
- April 1, 2024 – one per cent

Retroactivity will be paid out within four paid periods of the date of the arbitration award.

Shift and weekend premiums:

Effective April 1, 2022:

- Increase evening premium by 11 cents
- Increase night premium by 14 cents
- Increase weekend premium by 15 cents

Effective April 1, 2023:

- Increase evening premium by 5 cents.
- Increase night premium by 4 cents.
- Increase weekend premium by 3 cents.

Effective April 1, 2024:

- Increase evening premium by 2 cents.
- Increase night premium by 1 cent.
- Increase weekend premium by 5 cents.

Vacation

- Effective April 1, 2023 – Six weeks' vacation after 20 years (full-time employees)
- Effective April 1, 2023 – Twelve per cent vacation pay after 33,000 hours (part-time employees)

Health benefits

Effective April 1, 2024 – Introduction of a \$100 health care spending account for active full-time employees

Compensation reopener

The award includes a reopener that permits the parties to return to arbitration if Bill 124 is repealed, overturned by OPSEU/SEFPO's Charter challenge and/or if OPSEU/SEFPO's exemption request is granted by the Treasury Board.

Housekeeping items

Article 11.04 – local human resources plans:

- Change in 11.04(b)(iii) from “on the unit” to “in the department” to be consistent with the language used in the rest of the article.
- This modification does not change the intent of the language in the article.

Article 14.05 (b) – Parental leave:

- In the 2017 extension agreement, the parties agreed to changes to the language in this article.

The first change was the inclusion of payment for the employment insurance waiting period.

The second change ensures that top-up payments remain equal when an employee elects to take an extended parental leave (61 or 63 weeks instead of 35 or 37 weeks). Both of these changes were effective January 1, 2018. In this round, the parties have agreed to delete the language that references the effective date of these items.

- This modification does not change the entitlement or intent of the language in the article.

Article 16.01 (b) – Part-time overtime:

- The language in this article is a duplication of the language in article 16.03 (overtime definition).
- This modification does not change the entitlement or intent of the language in the article.

Central wage rates – pharmacy technician wage grid:

As part of Diane Gee's award dated January 6, 2020, the pharmacy technician

wage rate was increased by six per cent. This new wage grid will be reflected in the central wage rates in the new collective agreement.

Language changes

Article 7.03 – precautionary principle:

- The language related to the precautionary principle has been amended to include the right to access to readily available personal protective equipment (PPE).

Article 7.04 – personal protective equipment:

- New language has been added to ensure that hospitals maintain an adequate supply of N95s or equivalent or better to be made available to our members at the reasonable indications of a pandemic, epidemic or outbreak of an infectious disease in the community served by the hospital.

Article 7.07 – Joint Health and Safety Committee:

- New language has been added to require the hospital to provide the Joint Health and Safety Committee with more robust information including pandemic plan and related risk assessments, accident reports, health and safety records, notifications of exposure to an infectious or contagious disease, fit testing compliance and PPE inventory.

Article 8.04 – policy grievance:

- The language has been updated to indicate that a policy grievance originates at the level of the CEO or “designate”. In practice, these grievances are often designated to the Chief Human Resources Officer.

Article 11.03 – elimination of a position:

- New language was awarded by Mr. Kaplan that requires the hospitals to provide the union with notice of their intent to eliminate a vacant position at the time the decision is made. Following the notice, the hospital is required to meet with the union to discuss the reasons for the elimination and any potential alternatives.

Article 14.07 – professional college leave:

- New language is included that requires an employee to notify the hospital as soon as possible of the date of a recertification examination so that

the employee can be scheduled off to attend.

Article 17.02 – telephone consultation:

- A clarity note has been added to provide recognition that the language is not limited to voice calls. Professional services provided under this language may be done by telephone or other electronic device and includes voice calls, text messages, video calls and electronic mail.

Article 19.03 – vacation interruption:

- This language has been updated include “injury”. Entitlement to transfer vacation credits to sick leave may now be triggered by either a “serious illness” or an “injury”.

Article 21.02 – return-to-work meetings:

- New language is included to ensure that the union is invited to attend return-to-work meetings. This will prevent the hospital from bypassing the union when scheduling return-to-work meetings.

Article 25.02 – recent related experience:

- The language in this article has been updated to clarify that a claim for recent related experience can be made at the time of hiring into the bargaining unit.
- This ensures that if an existing employee of the hospital accepts a new position in the OPSEU/SEFPO bargaining unit, they can make a claim for related experience at that time.
- In the past, participating hospitals have attempted to disqualify employees from making a claim for related experience in these instances by citing the language that a claim must be made at time of “hire”. The hospitals have interpreted this mean at time of initial hire with the hospital.

Appendix “A” – workload alert form:

- The workload alert form has been redesigned for clarity purposes.
- The order of the responses boxes has been changed to make the flow more logical.
- New language has been included to clarify the intent of the form.

The content of this document has been updated to ensure that the most current

- The recipient language has been updated to ensure the local president receives a copy of the form.
- New language has been included to allow the local parties to agree to implement an electronic copy of the form.

New local issues

Flexible scheduling arrangements:

- Language has been included to confirm that flexible scheduling arrangements are not a central item and are appropriate for local discussions.

Rest period after a call-back:

- Language has been included in the award that confirms that the issue of a rest period after a call-back can be negotiated locally beginning in the 2022 round of local negotiations.

Consecutive weekend premium – part-time employees:

- Language has been included in that award that confirms that the consecutive weekend template language in Article 17.05 (b) can now be applied to part-time employees and negotiated locally beginning in the 2022 round of local negotiations.

Letters of understanding (LOUs)

The parties agreed 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 agreed to delete the following letter of understanding:

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

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

- LOU #4 – Commitment to Equity, Diversity and Inclusivity

This LOU requires the hospital to establish and committee or forum (where one does not already exist) to develop and implement strategies and training programs that promote, equity, diversity and inclusivity. This agreement

commits the parties to working collaboratively to create more inclusive and equitable workplaces and to work towards dismantling systemic racism.

These local committees or forums must be in place by the end of the first year of the collective agreement.

- LOU #5 – Wage Standardization Committee:

The extension settlement in 2017 required the parties to create a committee to examine the issue of standardization of non-central wage grids and to make recommendations for the next round of central bargaining. The parties were able to start this work, but due to the COVID-19 pandemic, the parties were not able to complete the work of the committee. As such, we have agreed to continue the work during the term of this agreement with the goal of making recommendations for the next round of central bargaining.

In solidarity,

Your HPD bargaining team:

Sandi Blancher (Chair)
Betty Palmieri (Vice-Chair)
Brenda Allan
Adrian Balojin
Steve McCaw
Kelly Richmond
Bev Weaver

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