

Memorandum of Settlement

Between:

Orillia Soldiers' Memorial Hospital

And:

**Ontario Public Service Employee Union
On behalf of its Local 383
(Hereinafter referred to as the "Union")**

The parties agree to the attached amended provisions as the terms of the Memorandum of Settlement constituting full settlement of all matters in dispute for local issues negotiations. The former Collective Agreement shall continue in effect, but be amended by the items attached as appendix A hereto, subject only to ratification of the respective parties' principles. The date of ratification will be the date the Union ratifies the Memorandum of Settlement.

The parties also hereby agree to recommend ratification to their respective principles of the terms of this Memorandum.

Dated at: Orillia

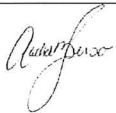
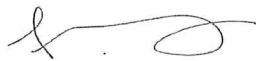
On: November 15, 2022

For The Employer

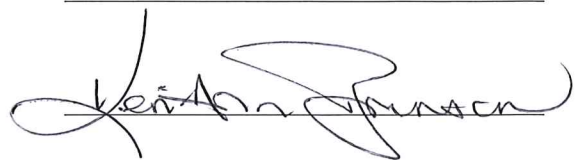
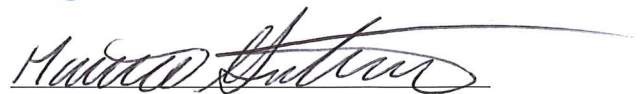
For The Union



J. Bergeron



C. Grant



Christa Walker



Appendix A

Proposals for the Collective Agreement expiring March 31, 2022

ORILLIA SOLDIERS' MEMORIAL HOSPITAL

-AND-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

LOCAL 383

PARAMEDICAL UNIT

Agreed to Items

November 8, 2022

Update all pronouns to They or Employee – **Agreed**

Tours of duty to shifts – **Agreed**

Hospital Proposal:

L 16.04 Overtime/Call Back Accumulation

- a) A Full-time and Part-time employee will not accumulate/bank more than thirty-seven and one half (37.5) hours maximum straight regular hours in his/her bank at any one (1) time. Such time off will be scheduled at a mutually agreed time between the manager and the employee. Any hours over the above identified maximums will be paid out in the pay period following the accumulation.
- b) Banked overtime is recorded bi-weekly on the employee's pay stub.
- c) Employees requesting overtime to be banked must do so by indicating "Please Bank OT" in the overtime log.

Agreed

Hospital proposal:

L 16.01 (b) Part-time employees are regularly scheduled to work less than full time hours. Schedules shall wherever possible be set out on a master. The Hospital will endeavour to distribute the hours of work equitably and by Seniority **on a rotational basis.**

Agreed

Hospital Proposal:
L 19.05 Vacation Banks

On July 1st of each year, no employees may carry over more than 75 hours of vacation in excess of their annual vacation entitlement. The vacation year shall be July 1st to June 30th.

Agreed

Hospital Proposal:
L 34.05 Errors in Pay

Shortages in an employee's pay will be rectified upon the following conditions;

- a) If the shortage occurs as a result of an employee's action or inaction must be reported by the employee to the payroll department by the end of day Thursday of a pay week and applicable adjustments will be remitted the Friday there after. Any additional errors after this date will be adjusted on the following standard pay date.
- b) If the shortage occurs as a result of the Hospitals' errors, it will be corrected by a second deposit to cover the shortage. In the event a deposit is requested by the employee, it will be issued within two (2) payroll department working days.

In reference to the above points, all errors must be reported by the employee directly to the payroll department.

Agreed

Hospital Proposal:

Add New

Article L34.08 – Individual Special Circumstances Arrangements

The Hospital and the Union may agree in certain circumstances, the schedule of an individual full-time employee may be adjusted to enable an average weekly work assignment of 30 to 37.5 hours. The ISC will be requested by the employee in writing, stating the reason for their request.

- a) Such an arrangement shall be established by mutual agreement of the Hospital and the Union and the employee affected. The parties agree that the arrangement applies to an individual, not to a position.
- b) The employee will be deemed full time for purposes of entitlement to Extended Health, Pension, Dental and LTD coverage and will be subject to the appropriate employee required dedications for such benefits.

- c) LTD and Life insurance benefits will be prorated based on the number of hours worked.
- d) The parties agree that for pension purposes, there will be no reduction in the normal 37.5 hours per week pension contributions made by the employee and/or the Hospital under this provision, nor shall there be proration of Extended Health Care, Semi-Private or Dental benefits.
- e) The employee will be entitled to vacation accrual and entitlement based on the average weekly hours worked. The employee's vacation will be banked in hours to facilitate scheduling of full days off when requested as per the Collective Agreement.
- f) Any party may discontinue the special circumstance arrangement with ninety (90) days written notice as determined with the agreement. In the event that the employee effected resigns, transfers, is laid off or terminated, the arrangement will be deemed to be discontinued immediately, unless the parties mutually agree otherwise.
- g) This arrangement requires evaluation after twelve (12) months, at which point either the individual, or the hospital may end the agreement. Further application and approval is required if an extension is requested.
- h) The employee will accrue full service and seniority each year as per the terms and conditions of the Collective Agreement.

Agreed

LETTER OF UNDERSTANDING #6

Between:

The Ontario Public Service Employees Union and its Local 383
(hereinafter referred to as the "Union")

-and-

Orillia Soldiers' Memorial Hospital
(hereinafter referred to as the "Employer")

Re: Multi-Site Work

Where a Social Worker in the Regional Kidney Care Program is assigned to report to work at an alternate work location, the following will apply:

- a) For 2018 and thereafter, for all such multi-site travel, the maximum payment will be 1 hour per return trip.
- b) The above provisions do not apply for travel to and from work at the employee's designated home work site.

Agreed

Agreed to Items

November 8, 2022 3:30pm

OSMH Withdraw – L2.06

Hospital proposal:

L 16.01 (b) Part-time employees are regularly scheduled to work less than full time hours. Schedules shall wherever possible be set out on a master. The Hospital will endeavour to distribute the hours of work equitably and by Seniority on a rotational basis.

Agreed

OSMH Withdraws – Model Agreement with respect to Extended tour arrangements.

OSMH Withdraws – L2.06 Mast Rotation

Agreed to items

November 15, 2021

Hospital Proposal:

L16.06 Posting of Schedules

Where a master rotation exists, the employer shall not alter the master rotation once the schedule is posted. The employer must discuss any adjustments made to the master rotation prior to posting with any employees affected.

The Master Rotation shall be posted for viewing effective Jan 15th of each year for a full year. Notwithstanding the forgoing if there is no existing master rotation the current practices shall continue until determined otherwise.

Schedules will be posted a minimum of eight (8) weeks in advance of the schedule taking effect. Availability for part time/casual employees is to be submitted, in writing, at least four (4) weeks in advance of the day the schedule is posted. Any employee initiated changes after submission deadline will be up to the employees to seek their own replacement.

A minimum of eight (8) days off for each employee shall be scheduled in each four (4) week period. These days off shall be scheduled as two (2) consecutive days off for Full- time employees, unless mutually agreed by the parties.

The Employer shall not depart from the posted schedule without first discussing the alteration with the Employees affected and without considering alternatives. The discussion shall take place at the earliest opportunity. Any alteration will be in accordance with Article 17 .09 of the Central Collective Agreement.

- a) When an employee is scheduled to work the weekend contiguous to a paid holiday, the employee will be scheduled to work the paid holiday.

- b) When an employee is scheduled off the weekend contiguous to a paid holiday, the employee shall be scheduled off the paid holiday.
- c) **Agreed**

Hospital Proposal:

L16.07 Employee Initiated Shift Exchange

A shift exchange between two equally qualified employees shall be entered through our automated time and attendance program. All requests are to be in the submitted status with a minimum of forty-eight (48) hours' notice, during regular business hours, unless exceptional circumstances prevent it. The manager or designate will approve or deny the request within (2) business days of the request being in the submitted status. The employer will not unreasonable deny any exchange of shifts when no additional costs results to the Hospital from such exchange nor safety of employee or patient is compromised. Requested shift exchanges are not approved unless the request is approved by the manager or designate in advance.

Agreed

Hospital Proposed Language:

LETTER OF UNDERSTANDING #8

Between:

The Ontario Public Service Employees Union and its Local 383
(hereinafter referred to as the "Union")

-and-

Orillia Soldiers' Memorial Hospital
(hereinafter referred to as the "Employer")

RE: Part-Time Shift Commitment, Shift Distribution and Staffing Guidelines

The parties agree that a system of distributing additional part-time shifts, in accordance with the protocol listed below, will be implemented for the duration of this Local Collective Agreement.

The Hospital will endeavor to schedule part-time employees whenever possible, over the duration of the posted schedule. No consecutive two (2) week period on any posted schedule shall exceed 78.75 hours. This shall not incur overtime.

When regular part-time employees on the unit have been given the opportunity to work up to their commitment, the Hospital will assign additional shifts based on availability by seniority on a rotational basis, with skills and competency as a priority as determined by the Hospital.

This article will be subject to the exigencies of patient care and the Hospitals ability to cover all modalities.

Regular part-time employees must submit their availability through the electronic time and attendance system four (4) weeks prior to the schedule being posted must be available for prescheduled work on a predetermined basis as follows:

- To be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement and any approved leave of absence;
- To be available for work on a predetermined basis for at least forty-five (45) hours or four (4) extended tours per pay period;
- To regularly rotate on at least two (2) shift where rotation is required;
- To be available to work either Christmas (December 24th, 25th and 26th) or New Year's (December 31st and January 1st) each year, on an alternating basis; or on another mutually agreeable arrangement;
- To be available if required to work fifty percent (50%) of the remaining paid holidays except when the unit/department does not work paid holidays;
- To be available to work at least one (1) weekend in a three (3) week period;
- Those who do not provide availability may not be assigned with scheduled shifts.

Casual employees will provide monthly availability and be scheduled in order to maintain their competency. Casual employees may be scheduled occasionally when there are no full-time or part-time available and for clarity, casual will not be included on a Master rotation. Casual employees must be available to work one (1) shift per four (4) week schedule, or employees may be removed from active employment, unless on an approved LOA. Casual employees must submit availability electronically as per the Hospital's electronic time and attendance system four (4) weeks prior to the schedule being posted and must keep their availability current for the duration of the posted schedule.

In the event that a shift becomes available the following process shall apply:

1. When regular part-time employees have been scheduled to their commitment as defined in Local Provisions Article 16.01 (b) the Hospital will offer available shifts to regular part-time employees provided that such assignment does not create an overtime situation with skills and competency as a priority, subject to the following conditions:
 - i) All regular part-time employees who wish to be considered for additional shifts must indicate their availability through the automated time and attendance system.
 - ii) A shift will be deemed to have been offered whenever a call/text is placed; employees will be given the opportunity to select their preference between a call and a text message.
 - iii) It is understood that the Hospital will not be required to offer shifts which would result in overtime premium pay.
 - iv) When a regular part-time employee accepts an additional shift, they must report for that shift unless alternate arrangements satisfactory to the Hospital are made.
 - v) Employees in a part-time job share role will not be offered shifts that fall at the same time as shifts on their job share line until all other non-premium pay options have been considered.
2. The call in order in a department shall be as follows on a rotational basis:
 1. Regular Part-Time
 2. Job Share provided that the conditions in (a) do not apply
 3. Reduced full time (unless they are being accommodated)

4. Casual Staff

3. In following the order as outlined in (b) the following timelines will be adhered to when a shift is offered:

When shift has to be filled	Employees Response to Timeline	Outcome
Immediate need (A shift within 12 hours)	Shifts are awarded on a first come first serve basis.	Shift is filled by the first employee available to work the immediate need.
A shift between 12 and 24 hours	Employee has forty (40) minutes to respond and confirm acceptance of the shift.	A shift offered and not accepted is considered a shift worked for equitable rotation purposes.
A shift between 24 and 48 hours	Employee has one (1) hour to respond and confirm acceptance of the shift.	
Between 48 and 96 hours	Employee has three (3) hours to respond and confirm acceptance of the shift.	
Greater than 96 hours	Employee has twelve (12) hours to respond and confirm acceptance of the shift.	

4. Should the Hospital offer a shift at overtime, full-time employees shall be offered first with skills and competency as a priority on a rotational basis, after which time then part-time shall be offered the shift on a rotational basis.

Current Language:

L17.07 Transportation Allowance

- i) When an Employee is required to travel to the Hospital, or to return to his home, as a result of being called back to work outside of his regularly scheduled hours, the Hospital will pay transportation costs by the Employee's own vehicle at the rate of forty four cents (\$.44) per kilometre or at the rate determined per hospital policy, whichever is greater. A five dollar (\$5.00) minimum will apply. If the Employee travels by taxi to the Hospital, due to extenuating circumstances, satisfactory proof of payment of such taxi fare will be provided to the Employer.
- ii) Where an employee is required to complete their regular working duties away from the Hospital premises, they are expected to use their own personal vehicle to travel to patient homes or alternate locations (such as a community center). They are required to retain and carry a valid driver's license and carry proof from their

insurance provider. The Hospital will pay for transportation costs as set out within this article, or per hospital policy, whichever is greater.

- Mileage is calculated from the assigned home site to subsequent locations throughout the workday
- Mileage will be paid from location of the last visit to the assigned home site

- iii) When an Employee is called in to work after hours on an urgent or emergency situation, they shall be entitled to park at the designated location as determined by the parties. It is understood that a "sign" will be issued to the employee(s) on call that will be placed in the window of their vehicle.

Agreed

Hospital Proposal:

L16.07 Employee Initiated Shift Exchange

A shift exchange between two equally qualified employees shall be entered through our automated time and attendance program. All requests are to be in the submitted status with a minimum of forty-eight (48) hours' notice, during regular business hours, unless exceptional circumstances prevent it. The manager or designate will approve or deny the request within (2) business days of the request being in the submitted status. The employer will not unreasonable deny any exchange of shifts when no additional costs results to the Hospital from such exchange nor safety of employee or patient is compromised. Requested shift exchanges are not approved unless the request is approved by the manager or designate in advance.

Agreed

Hospital Proposal:

Applicable to Full-Time employees only

L 18.01 (a) The designated paid Holidays, where their majority of hours worked fall on the holiday shall be:

New Year's Day (Jan. 1st)

Family Day

Good Family

Victoria Day

Canada Day (July 1st)

Civic Holiday

Float Day (Added to Stat bank on the First Monday of January – non premium)

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day (Dec. 25th)

Boxing Day (Dec. 26th)

Agreed

OSMH Withdraws - L19.04 (a) Distribution for Vacation Entitlement

Hospital Proposal:

NEW

Employees holding multiple positions

The parties agree that it is mutually beneficial to the Hospital and to employees within the OPSEU Paramedical bargaining unit to have the ability to hold multiple positions within the bargaining unit.

The parties hereby agree to the following:

1. An employee can hold a Permanent Part Time position and a Casual position or two (2) Casual positions or two (2) Casual positions but not two (2) Permanent Part Time positions.
2. If an employee holds a Permanent Part Time position and a Casual position their obligation will be to the Permanent Part Time position first and the casual position second.
3. If an employee holds two (2) casual positions their obligation will be to the positions that has the most significant impact on patient care.
4. When picking up additional shifts, it is the employee's responsibility to inform the manager and/or staffing if it will put them into overtime. Failure to do so may result in the overtime premium not being paid.
5. If an employee picks up an additional shift in their secondary position, they shall inform the manager and/or staffing of their primary position that they are no longer available that day.

Agreed

Hospital Proposed Language:

LETTER OF UNDERSTANDING #8

Between:

The Ontario Public Service Employees Union and its Local 383
(hereinafter referred to as the "Union")

-and-

Orillia Soldiers' Memorial Hospital
(hereinafter referred to as the "Employer")

RE: Part-Time Shift Commitment, Shift Distribution and Staffing Guidelines

The parties agree that a system of distributing additional part-time shifts, in accordance with the protocol listed below, will be implemented for the duration of this Local Collective Agreement.

The Hospital will endeavor to schedule part-time employees whenever possible, over the duration of the posted schedule. No consecutive two (2) week period on any posted schedule shall exceed 78.75 hours. This shall not incur overtime.

When regular part-time employees on the unit have been given the opportunity to work up to their commitment, the Hospital will assign additional shifts based on availability by seniority on a rotational basis, with skills and competency as a priority as determined by the Hospital.

This article will be subject to the exigencies of patient care and the Hospitals ability to cover all modalities.

Regular part-time employees must submit their availability through the electronic time and attendance system four (4) weeks prior to the schedule being posted must be available for prescheduled work on a predetermined basis as follows:

- To be available to work if required fifty-two (52) weeks per year minus their individual vacation entitlement and any approved leave of absence;
- To be available for work on a predetermined basis for at least forty-five (45) hours or four (4) extended tours per pay period;
- To regularly rotate on at least two (2) shift where rotation is required;
- To be available to work either Christmas (December 24th, 25th and 26th) or New Year's (December 31st and January 1st) each year, on an alternating basis; or on another mutually agreeable arrangement;
- To be available if required to work fifty percent (50%) of the remaining paid holidays except when the unit/department does not work paid holidays;
- To be available to work at least one (1) weekend in a three (3) week period;
- Those who do not provide availability may not be assigned with scheduled shifts.

Casual employees will provide monthly availability and be scheduled in order to maintain their competency. Casual employees may be scheduled occasionally when there are no full-time or part-time available and for clarity, casual will not be included on a Master rotation. Casual employees must be available to work one (1) shift per four (4) week schedule, or employees may be removed from active employment, unless on an approved LOA. Casual employees must submit availability electronically as per the Hospital's electronic time and attendance system

four (4) weeks prior to the schedule being posted and must keep their availability current for the duration of the posted schedule.

In the event that a shift becomes available the following process shall apply:

- a) When regular part-time employees have been scheduled to their commitment as defined in Local Provisions Article 16.01 (b) the Hospital will offer available shifts to regular part-time employees provided that such assignment does not create an overtime situation with skills and competency as a priority, subject to the following conditions:
 - i. All regular part-time employees who wish to be considered for additional shifts must indicate their availability through the automated time and attendance system.
 - ii. A shift will be deemed to have been offered whenever a call/text is placed; employees will be given the opportunity to select their preference between a call and a text message.
 - iii. It is understood that the Hospital will not be required to offer shifts which would result in overtime premium pay.
 - iv. When a regular part-time employee accepts an additional shift, they must report for that shift unless alternate arrangements satisfactory to the Hospital are made.
 - v. Employees in a part-time job share role will not be offered shifts that fall at the same time as shifts on their job share line until all other non-premium pay options have been considered.
- b) The call in order in a department shall be as follows on a rotational basis:
 - 1) Regular Part-Time
 - 2) Job Share provided that the conditions in (a) do not apply
 - 3) Reduced full time (unless they are being accommodated)
 - 4) Casual Staff
- c) In following the order as outlined in (b) the following timelines will be adhered to when a shift is offered:

When shift has to be filled	Employees Response to Timeline	Outcome
Immediate need (A shift within 12 hours)	Shifts are awarded on a first come first serve basis.	Shift is filled by the first employee available to work the immediate need.
A shift between 12 and 24 hours	Employee has forty (40) minutes to respond and confirm acceptance of the shift.	A shift offered and not accepted is considered a shift worked for equitable rotation purposes.
A shift between 24 and 48 hours		

	Employee has one (1) hour to respond and confirm acceptance of the shift.	
Between 48 and 96 hours	Employee has three (3) hours to respond and confirm acceptance of the shift.	
Greater than 96 hours	Employee has twelve (12) hours to respond and confirm acceptance of the shift.	

- d) Should the Hospital offer a shift at overtime, full-time employees shall be offered first with skills and competency as a priority on a rotational basis, after which time then part-time shall be offered the shift on a rotational basis.

Agreed

OPSEU Withdraws – Parking Fees

OPSEU Withdraws – Paid Holidays

OPSEU Withdraws – Withdrew New Article/LOU regarding Hybrid work model

Renew Lou #1

Renew Lou #2

Renew Lou #3

Renew Lou #4

Renew Lou #5

Renew Lou #7

Renew Model Agreement with respect to Extended tour arrangements

Renew: Model Agreement with respect to innovative schedules/flexible scheduling

The Hospital agrees to invite a union representative, as identified by the union, as a member of a Parking Committee which will be struck to discuss staff parking issues and concerns. (The parties agree that this is binding but does not need to be entered into the body of the collective agreement).

