

OPSEU



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Hospital Professionals At the Table - 2006

Public, Professional & Proud

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Team reaches tentative agreement *Significant gains on wages, job security*

Your bargaining team is pleased to announce that a tentative settlement has been reached on the HPD Central Language. After twelve days of bargaining and three days of intensive mediation, we have a deal that we can unanimously recommend for ratification.

We believe that this is a good deal. Although it does not achieve everything we hoped for, we are confident that is the best deal possible. There are many important improvements on our issues and we were successful in forcing the hospitals to withdraw concessions they were seeking in the areas of notice of layoff, benefits, percentage in lieu of benefits for part-time employees, and call-back and stand-by premiums.

Thank you for supporting your bargaining team. And thanks to the many members who have worked tirelessly on the LHINs campaign. Your efforts were critical to our success. Thanks also to Gerry Lee, our mediator, for all his help.

Here are the details of the improvements we will achieve if the settlement is ratified. Unless otherwise specified, all terms and conditions are effective upon ratification by both parties. We have agreed to a ratification date on or before May 25, 2006.

Term

Three years: April 1, 2006 to March 31, 2009.

Wages

Effective April 1, 2006 - 3%
Effective April 1, 2007 - 3%
Effective April 1, 2008 - 3.25%

There will be a Retention Payment for Dietitians (one-time payment of \$1,000 for full-time, \$500 for part-time) who remain on staff from date of ratification to March 31, 2009.

Retroactivity

Retroactivity will be paid on wage increases, including any payments based on the wage rate (for example, the percentage in lieu of benefits, vacation pay and SUB) within four pay periods from the date of ratification.

Reclassifications

The parties agreed in a Letter of Understanding that a comprehensive joint job evaluation may be helpful for reclassifications. We agreed to refer the idea of joint job evaluation to the Joint Central Pay Equity Committee to be considered in its deliberations.

Job Security

We were able to make some progress on this priority area with an agreement to increase the **Early Retirement Allowance** in Article 11.12 to two weeks per year to a maximum of 52 weeks.

We also achieved a **Voluntary Early Exit option**, which is ground-breaking for the hospital sector. Voluntary exit options would be offered after Early Retirement options, if there are still employees who would otherwise receive notice of layoff. It also provides for an allowance of two weeks per year of service to a maximum of 52 weeks.

As well, we achieved a **Letter of Understanding on Integration of Health Services**. This letter provides for notice, disclosure of information, and processes to protect the service, seniority, wage and benefit entitlements of employees who transfer to another hospital in an integration.

We also agreed to language allowing an employee who has received notice of layoff the opportunity to meet with the hospital, with union representation, to discuss the available options.

Premium Payments

Evening, Night and Weekend Premiums

	April 1, 2006	April 1, 2007	April 1, 2008
Evening:	\$1.25	\$1.30	\$1.35
Night:	\$1.50	\$1.55	\$1.60
Weekend	\$1.65	\$1.70	\$1.75

Vacation

We achieved seven weeks vacation for employees after 28 years of service. This replaces the additional five days of vacation at 30 and 35 years.

Benefits

We achieved numerous benefit improvements:

Extended Health Care

- Semi-private coverage increased to 100 per cent hospital paid, from 75 per cent,
- \$300/person/year for each of chiropractic, massage therapy and physiotherapy,
- one optometry exam every 24 months (\$50) in addition to vision care instead of included in the vision maximum,
- ability to apply vision care maximum towards laser surgery.

These benefit improvements came with agreement to some cost containment measures. The deductible will be increased from \$15 (single) /\$25 (family) to \$22.50 and \$35. There will be a new \$9 dispensing fee cap on drugs. This will encourage members to shop at pharmacies that charge less than the \$9 cap.

The hospitals have agreed to provide a list of pharmacies and their dispensing fees on a one-time basis, within two months of the date of ratification. We have also agreed to mandatory generic drug substitution, which means that the insurer will cover only the cost of the generic brand, as opposed to the more expensive brand-name pharmaceutical. This restriction would not apply where the patient has adverse reaction documentation on file with the insurer. These measures will help to contain the cost of the premiums paid by our members, as well as the hospitals.

Dental

Increase from \$1000 to \$1500 for orthodontic and crowns/bridges maximums.

Benefits for Part-Time Employees

A Letter of Understanding will allow part-time employees to participate in benefits programs at their own cost, subject to the agreement of the parties at the local level, and with a note that this issue could not be arbitrated in local negotiations.

Benefit Coverage for Age 65+

Should employees choose to continue working past age 65, Semi Private and Extended Health Care coverage will be provided with the same cost-sharing as for employees below age 65, until the employee's 70th birthday.

Benefit Information

The parties agreed to language in our contract whereby the hospital will provide employees and the Union with booklets outlining all of the provisions in the benefit plans.

OPSEU Joint Trusteed Benefits Fund

The parties agreed to a Letter of Understanding recommending that when hospitals tender their group

benefit plans, they invite the OPSEU Joint Trusteed Benefits Fund to make a proposal.

Leave Provisions

- Bereavement Leave has increased to four days for parent, child and spouse and additional language allowing the employee to use one day of their entitlement within six months following the date of bereavement to attend the burial or memorial service;
- Local Union Business Leave increased to 60 days
- Parental Leave – removal of the 10 month requirement to extend parental leave
- Military Leave (NEW) – two weeks unpaid leave without loss of seniority or service to fulfill minimum training requirements to maintain status in the Canadian Reserve Force. Any requests for military leave exceeding two weeks will be considered on an individual basis and if approved, service and seniority will continue for the duration of the leave.

Change of Schedule

The shift cancellation language for part-time employees has been increased from 12 to 24 hours.

Health and Safety

We agreed to language that obliges the hospital to ensure that personal protective clothing, equipment or device it provides will be maintained in good condition.

Superior Provisions

The parties have agreed to new language that will apply for hospitals and bargaining units entering central bargaining after this round. Under the new language the parties at the local level will hold negotiations to determine the content of a superior provision appendix to the local agreement. They must agree to adopt the central language after joining central, with the exception of the agreed upon superior provisions. The content of the superior provisions will be appropriate for both central and local negotiations, but only to reduce or eliminate them. There will be only one opportunity

to join central with the protection of superior provisions.

Cost of Printing the Collective Agreement

The cost of printing the collective agreement will be shared equally by the hospital and the union.

Other Issues

We agreed to a number of hospital issues:

Article 7.14 will be replaced with language stating that the Union will fully support the hospital in promoting safety rules and practices and will encourage members in the observation of all safety rules and practices.

Article 8.03 – When a grievance is submitted, a copy will be provided to the immediate supervisor

Article 10.08 will be amended to allow the parties at the local level to negotiate accumulation of seniority and service for employees who are transferred to a position outside the bargaining unit. Where there is agreement, union dues will continue to be deducted.

Article 13.01 (d) (Notwithstanding the above, the Hospital may fill at its own discretion vacancies caused by) leaves of absence not expected to exceed 12 months (increased from six months)

Ratification Process

Our HPD negotiations procedures require that local leaders make arrangements for the time and place of ratification meetings and notify the central negotiator accordingly. Local leaders, please contact your staff representative to arrange a date for your bargaining unit's ratification meeting(s).

Your staff representative must attend. The negotiations procedures require ratification by two-thirds of the participating bargaining units representing at least two-thirds of the union participating members. Please watch for additional information on holding the ratification meetings.

Local Issues

Please remember to add definitions for Full-Time, Regular Part-Time, Casual Part-Time and Temporary employees to your local issues demands, if you haven't already done so. Also, with our letter of understanding on part-time voluntary benefits, you can also add this issue (conditional on ratification of the settlement, of course) to your local demands. (Please note that we have agreed that this issue can not be arbitrated in local negotiations.)

Your HPD Central Bargaining Team 2006-08

Yves Shank, Chair
Sudbury Regional Hospital—Local 659

Leslie Sanders, Vice-Chair
Lakeridge Health Corp—Local 348

Sandi Blancher
London Heath Sciences—Local 106

Connie Ferrara
Rouge Valley Health—Local 311

Stephen Wallis
Guelph General—Local 231

Bryan Mitchell,
Mt. Sinai Hospital—Local 570

Boris Prus,
Huron Perth Healthcare Alliance—Local 141

Researchers: Michele Dawson Haber
Gwen Jenkins

Negotiator: Moya Beall

Authorized by:
Leah Casselman, President