OPSEU SEFPO

Hospital Professionals At the Table- 2006

Public, Professional & Proud Issue 4 June 16, 2006

Implementation of new contract

HPD Central Memorandum of Settlement Implementation Bulletin

Now that the HPD Central Memorandum of Settlement has been ratified by the parties, hospitals will be implementing the new terms. This bulletin is to answer questions that members may have about some of the new provisions.

1. Retroactivity

Q: What should we watch for in our retroactive payments?

A: The first wage and premium increases are effective and retroactive to April 1, 2006. For wages, all wage-related payments such as percentage in lieu, vacation pay and SUB must be recalculated with the new rates effective April 1, 2006. On premiums, the difference between the old premium rate and the new one must be paid on all premium hours worked. The retroactive payments must be made within four pay periods from May 25.

2. Health and Welfare Benefits

Q: My hospital already provided something superior on physiotherapy and massage therapy – do we get to keep it?

A: OPSEU's position is that any bargaining unit that had a superior provision on chiropractic, massage therapy, physiotherapy or any other health and welfare benefit should continue to receive it. For Extended Health Care Benefits, our collective agreement says that hospitals will provide the Liberty Plan or its equivalent. If certain hospitals were previously providing something better than the Liberty Plan as their interpretation of what is equivalent, then they should not reduce the coverage that they had been providing simply because the parties negotiated something centrally that is better than the Liberty Plan. The OHA has advised us that although they are advising that hospitals to apply the negotiated provision, the decision is ultimately up to the hospital. If the hospital eliminates the superior provision, the union should file a policy grievance and any employees affected should file individual or group grievances.

3. Article 10.08 – Retention and Accumulation of Seniority on Transfer Outside the Bargaining Unit

Q: How should we negotiate accumulation of seniority for work outside the bargaining unit?

A: Our language does not provide for accumulation of seniority for an employee who is transferred to a position outside the bargaining unit. The hospitals wanted to give service and seniority to such employees. OPSEU agreed that there may be unique situations that arise where it may be appropriate for service and seniority to accrue, and further agreed that for these situations, the parties at the local level could negotiate accumulation of seniority for specific periods of time. Obviously, if the work involves any kind of managerial work, for example, hiring, firing, or disciplining of employees in the bargaining unit, then we should **not** make such an agreement.

If the parties at the local level do negotiate accumulation of seniority for periods of time that employees are transferred out of the bargaining unit, the agreement should take the form of a letter of understanding that has been negotiated with the assistance of and signed by the staff representative and ratified by the membership.

4. Letter of Understanding – Part-time Voluntary Benefits

At local negotiations, the parties can negotiate that part-time employees will have the option of participation in any and all group health and welfare benefits programs set out in Article 20.01 of the central language, as long as the participating employees pay 100 per cent of the premiums. This means that the part-time employees would be included in the same plan and pool as the full-time employees and not put in a separate pool. Please note that if there is no agreement at the local issues table, the issue cannot be arbitrated.

5. Prescription Drug Dispensing Fee

Q: What if my pharmacist charges more than the $9 dispensing fee?

A: This is an area where you may be able to negotiate something lower, whether you fill your prescription at a hospital-based pharmacy or at a retail pharmacy. The list of pharmacies and their dispensing fees that was provided to us in accordance with our memorandum of settlement (which has been distributed to all local presidents and highest ranking officers, as well as to the Staff Representatives) shows that there is considerable variation in dispensing fees charged within communities. If your pharmacist charges above $9, they may agree to charge you a lower fee if you threaten to take your business elsewhere.

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

PRODUCED BY OPSSU