

FULL-TIME COLLECTIVE AGREEMENT

LOCAL ISSUES

BETWEEN

LADY MINTO HOSPITAL AT COCHRANE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 238**

Expires September 28/95

LOCAL ISSUES - APPENDIX - A

A-1 Management Functions

The Union acknowledges that it is the exclusive right and power of the Employer:

- (i) to direct the working forces.
- (ii) to discharge employees for just cause, to hire, promote, demote, transfer, lay-off, suspend or otherwise discipline employees subject to the use of the grievance procedure.
- (iii) Generally to manage the Hospital and all of the enterprises in which the Hospital is engaged.
- (iv) To maintain order, discipline, efficiency and to make and alter from time to time rules and regulations to be observed which are not inconsistent with the provisions of this Agreement.

LOCAL ISSUES - APPENDIX - B

B-1 Recognition

The Hospital recognizes the Union as the exclusive Collective Bargaining Agent for all present and future employees of the Lady Minto Hospital at its Hospital in Cochrane, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, student dietitians, technical personnel, department heads, persons above the rank of department heads, chief engineer, office staff, persons regularly employed for not more than twenty-four (24) hours per week.

- B-2** Employees not assigned to work in a full-time position, but however assigned to work longer than **24** hours per week, will not become full-time employees because of an assignment or scheduling that results from replacement of regular employees who are on a paid or unpaid leave of absence.

LOCAL ISSUES - APPENDIX - C

Union Security

- C-1** A check-off of Union dues shall apply to all employees in the bargaining unit during the term of this Agreement. The Hospital shall deduct from the employee's salary such a sum as may from time to time be assessed by the Union according to its constitution.
- C-2** All deductions made under this provision will be remitted to the proper authorized officials of the Union together with a list of the employees' names eligible for such deductions after each pay period.
- C-3** The Hospital will provide the Union with a list of addresses of employees in the bargaining unit within **30** days of this award and every April 1st thereafter unless an employee notifies the Hospital in writing that he/she does not wish that his/her address be made known to the Union.

From Mitchell Award

LOCAL ISSUES - APPENDIX - D

Disciplinary Interviews and Communications

- D-1** The appropriate steward, or if not available an Officer of the Union, shall be present at any interview that may lead to a disciplinary action.
- D-2** The Secretary of the Union must be sent a copy of any written warning or written adverse report that is placed on an employee's personnel file.

LOCAL ISSUES - APPENDIX - E

Union Stewards and Committees

E-1 a) Stewards

The Hospital acknowledges the right of the Union to appoint or otherwise select one (1) Steward from each department to represent both full-time and part-time employees.

- b)** The Union will notify the Hospital in writing of the names of all of the Stewards and from time to time will notify the Hospital of any changes in the Steward personnel.

E-2 Grievance Committee

- a) The Grievance Committee shall be four (4) members selected by the Union from among the Stewards.
- b) The Union agrees to notify the Hospital of the names of the Grievance Committee members once per year and to notify the Hospital of any changes made in such Grievance Committee.
- c) It is understood and agreed that no more than three (3) members of such Committee shall meet with the Hospital at any one time.


E-3 Bargaining Committee

- a) The Bargaining Committee shall consist of not more than four (4) employees, it being understood that two (2) shall be selected from the Nursing Department employees; one (1) from the Nutritional Services Department and one (1) to represent all other departments.
- b) The Union shall notify the Hospital from time to time of the names of the persons who constitute the Bargaining Committee.

E-4 Numbers of appointees made by the Union as Stewards or to any and/or all committees listed in this Agreement or the numbers of employees requesting leave of absence for union business shall be an aggregate of the full-time and part-time employee representatives so designated by the Union.

E-5 Health and Safety

- a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Accident Prevention - Health and Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

- d) The Hospital agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfill its functions.
- e) Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such **representative(s)** to attend meetings of the Accident Prevention - Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meetings shall be deemed to be work time for which the **representative(s)** shall be paid by the Hospital at his regular or premium rate as may be applicable.
- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- i) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.
- j) **Certified Worker** 
The Hospital accepts that one CUPE member who is to serve on the Joint **Occupational** health and Safety Committee will be selected among **those** to be trained as certified workers under the Occupational Health and Safety Act. Any costs associated with the initial training of a certified worker will be paid by the Hospital, or as may be prescribed pursuant to the Occupational Health and Safety Act. *On
retrained
over*
- k) i) The Hospital will notify the President of the Local of the names of all members off work due to a work related injury (whether or not the employee is in receipt of **WCB** Benefits) and those on Long-Term Disability by the 15th of each month.

E-5 k) (cont'd)

- ii) Prior to any member returning to work on a modified/light/alternate work program, the Hospital will notify and meet with the designated member of the Local executive to negotiate such program for the employee.
- iii) The Hospital agrees to supply the Union with a copy of the Workers' Compensation Board's Form 7, at the same time as the form is sent to the Board. The Local Union shall be given an opportunity to meet with the Hospital to discuss any errors or omissions.

LOCAL ISSUES - APPENDIX - F

F-1 Seniority Lists

Seniority lists shall be posted on the bulletin boards upon the signing of this Agreement and amended every four (4) months thereafter. Copies of the seniority list shall be supplied to the Union upon request. Upon the posting of the Seniority List, employees shall have thirty (30) days in which to file complaints against their seniority standing, and if no complaints are filed, it is deemed that the seniority list as posted is correct.

LOCAL ISSUES - APPENDIX - G

G-1 Violence in the Workplace - NEW MECHANISM OF

The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee.

The Hospital agrees to continue its development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Occupational Health and Safety Committee for review.

The Joint Occupational Health and Safety Committee shall concern itself with those matters and shall make such recommendations as it deems appropriate.

LOCAL ISSUES - APPENDIX - H

Schedulings

H-1 The Hospital agrees in consultation with the Union to set forth the working schedule of each department. The working schedule shall be revised by mutual agreement between the parties. It is understood and agreed that the above provisions shall not be construed to be a guarantee as to the hours of work per day nor per week. It is further understood that the Hospital may change working schedules as a result of sickness, absenteeism or a similar emergency.

H-2 The hours and days of work for each employee shall be posted in an appropriate place at least two (2) weeks in advance.

H-3 Scheduling Christmas and New Years

Employees will not be scheduled to work on both Christmas and New Year's Day unless a written request to do so has been submitted by the employee.

H-4 Split Shift

There shall be no split shift.

H-5 Shift Preference

Seniority shall determine shift preference subject only to ability to perform the job requirements.

H-6 Standard Time/Daylight Saving Time

It is understood that normal hours include those required to accommodate the change from daylight saving time to standard time and vice-versa to which the other provisions of the articles dealing with hours of work and overtime do not apply.

It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from daylight saving time to standard time and vice versa.

H-7 Sharing of Overtime

Overtime and call back time shall be divided equally among the employees engaged in similar types of operations and who are qualified to perform the work that is available.

H-8 Extended Tours

When the Union has requested and the Employer agrees that the work week be compressed (eleven and one-quarter (11¼) hour shifts) without increasing the total hours in the work period, no increase in benefits will result such as overtime after seven and one-half (7½) hours, or eleven and one-quarter (11¼) hours off in lieu of working on a paid holiday, or meal allowances, etc., except when called on a day of rest, or any other day not scheduled.

LOCAL ISSUES - APPENDIX - I

None.

LOCAL ISSUES - APPENDIX - J

None.

LOCAL ISSUES - APPENDIX - K

K-1 Dress Code

Management has the right to select a dress code which will be established for each department.

K-2 Cost and Laundering of Uniforms

Where the Hospital requires an employee to be in uniform, such uniform will be supplied and laundered by the Employer at no cost to the employee.

K-3 The Hospital will require employees performing the following functions to wear appropriate safety footwear:

*NEW 3
from
central*

1. Maintenance
2. Grounds
3. Ambulance
4. Stores (only where frequently working in storage areas)
5. Porterage (as determined by the Hospital) heavy carts, on a regular basis, e.g. linen carts, food wagons.

LOCAL ISSUES - APPENDIX - L

L-1 Paid Holidays

- a) The following holidays shall be recognized by the Employer as paid Holidays as per 16.01.

New Years Day	August Civic Holiday
Good Friday	Labour Day
Easter Sunday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Second Monday in June	

- b) Each employee will receive one (1) additional day per annum with pay and will be taken at a time to be arranged between the employee and the Hospital.

- L-2** Paid holidays shall be computed as hours worked for overtime purposes only.

L-3 Paid Holidays During Vacation or Time Off

If a Paid Holiday falls or is observed during an employee's vacation period or day of rest, he will be granted an additional day's vacation or an extra day off with pay for each such holiday in addition to his regular vacation time.

LOCAL ISSUES - APPENDIX - M

M-1 Meal Breaks and Allowances

- a) All employees shall receive an uninterrupted one-half (½) hour for meal time during each shift. If required to work during this period, overtime rates will apply for all time lost.
- b) In addition, for employees on a compressed work week, an additional paid meal period of fifteen (15) minutes will be scheduled.
- c) Employees required to work more than ten and one-half (10½) consecutive hours in any day or shift shall be provided with a meal ticket by the Employer.

M-2 Away-From-Home Expenses

Where employees are required to travel outside of **Cochrane** to transfer patients, reimbursement will be made by the Employer for reasonable away-from-home expenses **on** submission of receipts to prove such expense.

M-3 Taxi Allowance

- a) In the event of **an** employee being called to work in an emergency between twelve (12:00) o'clock midnight and **06:30** a.m., or if an overtime period ends during this time, taxi service to and from the home of the employee shall be provided by the Employer.
- b) Any employee who reports for work **on** his or her regular shift and is sent off duty with instructions to report on a later shift that day, shall be paid return taxi fare to and from **his/her** residence.

LOCAL ISSUES - APPENDIX - N

N-1 Bulletin Boards

The Hospital shall provide bulletin boards in each department on which the Union shall have the right to post notices of the meetings and such other notices as may be of interest to the employee.

- OK*
- N-2** The Hospital shall provide sufficient meeting space to allow the Local Union to hold its monthly meetings on the hospital premises, provided such space is available.

LOCAL ISSUES - APPENDIX - O

O-1 Communication

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Hospital Executive Director, or his designate, and the Secretary of the Local Union, or his designate. A copy of same shall be sent to the Union Representative.

LOCAL ISSUES - APPENDIX - P

P-1 Pay Days

All employees are to be paid on every second Thursday on the premises and on the employee's time.

LOCAL ISSUES - APPENDIX - Q

Q-1 Job Descriptions

- a) Except in an emergency a female employee shall not be required to perform duties normally done by a male employee in the Nursing Department.
- b) The Union agrees that during the life of the Agreement, they will meet and discuss revision of the existing job descriptions. All revision will be made by mutual agreement.

DELETE NET

Q-2 Ambulance

- a) Ambulance Officer or Ambulance Officer Trainee

Assists professional nursing staff by performing routine duties in caring for patients. Assists with ambulance cases. Assists orthopaedic procedures. Maintains supply of oxygen on all services.

Should it be in here?

- b) Ambulance Supervisor - Job Summary

- Responsible for carrying out the provisions of the Ambulance Service Act.
- Responsible for maintaining staff coverage for ambulance service by hospital personnel.
- Responsible for conducting the admission chest X-ray program.
- Assists in the supervision of certain sterile procedures being performed by the orderly staff.

it was agreed to delete next

Responsible to:

- Administrator for duties pertaining to ambulance.
- Radiologist for duties in X-ray department.
- Director of Nursing for other duties.

Qualification: (Education)

- Current First Aid Certificate issued by the Canadian Red Cross Society, the St. John's Ambulance Association or equivalent.
- Successful completion of the course in Basic Casualty Care for Ambulance Officers, or equivalent.

(Personal)

- Good Health.
- Personal integrity.
- Ability to accept responsibility.
- Ability to exercise good judgement.

Responsibilities and Duties

- a)
 - Prepare and maintain duty roster for ambulance drivers and officers.
 - Maintain ambulance staff time record for payroll purposes.
 - Maintain ambulance log book.
 - Maintain inventory of ambulance vehicle accessory equipment, patient compartment accessories, and first aid equipment and medical supplies.
 - Maintain ambulance service record.
 - Maintain inventory and stock of sterile supplies in disaster cupboard.
 - Countersign and take to the Accounting Office, Ambulance Service Report and voucher forms prepared by the driver or Ambulance officers.
- b)
 - Cause ambulance to be checked daily for vehicle performance and accessory equipment and first aid equipment.
 - Check ambulance weekly for patient compartment accessories and medical supplies.
 - Wash and chemically disinfect the interior of the ambulance weekly and after an infectious case.
 - Check ambulance monthly as to vehicle maintenance.
 - Take ambulance supplies to C.S.R. for re-sterilization monthly.
- c)
 - Ensure that the ambulance is operated within the regulations of the Ambulance Service Act and the Highway Traffic Act.
 - Ensure that ambulance officer notes patient's condition when first seen, First Aid rendered, and significant changes, or lack of such, during transit to the nurse or doctor receiving the patient.
 - Conduct meetings once a week for the purpose of teaching ambulance officers and drivers the skills required of them and for the purpose of reviewing emergency procedures.

- d) -Assists in the emergency department with procedures on patients and with such other procedures as may be required under the direction of the nurse in charge.
- e) -Assist in the X-ray department in the taking and processing of miniature chest x-ray films under the direction of the x-ray technician.
- f) -Supervise trainee orderlies and/or orderlies, when requested in the performance of sterile procedures.
- g) -Any other related activities.

Q-3 Nutritional Services

a) Cook

Prepares and cooks all food under the direction of a Chef or Dietitian. May estimate quantity of food needed to meet Menu requirements. Helps supervise work of other kitchen help in food production.

b) Evening Cook

Prepares and cooks small quantities of food such as lunch after the regular meals of the day and serves in the dining room.

c) Cook's Helper

Prepares and cooks food under the direction of a cook.

d) Special Dietary Assistant

Employee working under the direction of a qualified Dietitian.

e) Dietary Aide

Performs various tasks such as sweeping and mopping the kitchen; delivery of trays to floor diet kitchens; cleaning refrigerators. May relieve cooks of simpler duties such as cut, wash and peel fruits and vegetables. Operates dish washing machine.

Q-4 Housekeeping/Laundry

a) Housekeeping Cleaner

Cleans and maintains floors, walls, windows, washrooms. Gathers and disposes of refuse. Periodically waxes and buffs floors. Cleans and refills sanders, Distributes ice to Nursing areas.

b) Housekeeping Aide

Cleans and services wards, rooms, baths, laboratories and offices, dusts furniture and equipment; cleans window sills, empties trash baskets and arranges furniture and equipment and polishes fixtures, Assists nursing staff as required to carbolize beds.

c) Laundry Aide

Performs various tasks within the laundry such as washing and fluffing and folding the clothes and mechanically ironing hospital linens.

Q-5 Material Management

Aide II

Perform the responsibilities of shipping and receiving, storage and stock control, to supply medical supplies, food and other supplies to user departments, to perform the bookkeeping functions required for stock control, and to act as the deputy of the Material Management Director and to perform the routine non-management functions of that position in the absence of the Director.

Q-6 Nursing

a) Registered Practical Nurse

- i) Under the supervision of the Head Nurse or Graduate Staff Nurse carries out certain professional and non-professional duties in accordance with her qualifications proven by a recognized certificate and those acquired by on-the-job training.

Q-6 (con'd)

- ii) The Hospital agrees to support and encourage all **RPN's** in the utilization of authorized nursing skills as determined by the College of Nurses of Ontario, the regulatory body of nursing in Ontario, and the Director of Patient Care Services.
- iii) The Hospital agrees to provide the necessary training that is required to achieve competency in authorized skills beyond the basic level, for those **RPN's** who work in the clinical areas where these skills are deemed necessary for the **RPN** staff.

b) Nursing Assistant

Under the supervision of the Head Nurse or Graduate Staff Nurse carries out certain professional and non-professional duties in accordance with her qualifications proven by a formal course of training and those acquired by on-the-job training.

c) Nursing Aide

Assists professional nursing staff by performing normal duties in caring for hospitalized patients.

Q-7 Physical Plant

a) Maintenance Man

Person who keeps machinery, equipment and/or structure in good repair; is capable of using the tools of a trade such as a carpenter, painter.

b) Maintenance Helper

Performs semi-skilled and unskilled tasks and general work in connection with building maintenance and repairs. Assists maintenance man when required.

R-1 Promotions - Transfers:

Employees who apply for transfer will be given first consideration when filling vacancies in separate nursing units.

Employees transferred from another department shall not be eligible to apply for vacancies outside of the department for a period of eighteen (18) months from the date of transfer unless the employee has been transferred at the requirement of the Employer.

R-2 Change in Ambulance/Nursing Classifications *Delete*

a) Registered Practical Nurse Grade II

(Promotions to this classification after job posting only) Experienced and capable of working under minimal supervision on all floors, including C.S.R. Carrying out routine nursing functions as planned by the Doctor or Charge Nurse and recording of same, including vital signs, intake and output, etc.. Capable of working with Doctors in delivery Room (as scrub nurse) and in Emergency Room for routine work, excluding assessment of patient's condition, phoning of Medical Staff and taking verbal orders. Willing to be re-assigned to any area necessary for the whole shift, or remainder of shift.

b) Registered Practical Nurse Grade I

One who possesses a certificate of registration in Ontario.

c) Nursing Assistant

A graduate of a recognized course of training for a Nursing Assistant and who cannot write the examination for R.P.N. in Ontario or has not passed the examination, or

-one who is **eligible** to write the prescribed examination for R.P.N. in Ontario

or

-one who may have five (5) years employment as a Nursing Aide.

d) Nursing Aide

Within five (5) years employment in this Hospital as a Nursing Aide, promotion will be made to Practical Nurse.

e) Ambulance Officer Trainee

May work under the supervision of a registered nurse for a maximum of one (1) year. At the expiry of six (6) months, a progress report shall be filed and, if in the opinion of the Employer, the progress report is deemed satisfactory, the Ambulance Officer Trainee shall be considered an Ambulance **Officer** at that time.

LOCAL ISSUES - APPENDIX - S

S-1 Vacation Administration

- a) The vacation year for purpose of scheduling shall end on March **31st** of each year.
- b) Vacations must be taken in the 12-month period following the end of the vacation year in which they were earned unless mutually agreed.
- c) It is understood that the employees will be entitled to split their vacation entitlement if they so wish.
- d) Employees will be given as much choice as possible as to time vacation may be taken. Final decision as to such dates of vacation shall be mutually agreed by the employee and the Department Head.

S-2 Vacation Payment on Separation

An employee who leaves the employ of the Hospital for any reason shall be entitled to receive any unpaid vacation pay which accrued to his date of separation unless he leaves without giving two (2) weeks' notice of termination in which case he shall be entitled to his vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974. These provisions shall not apply in case of an employee's death or recall to previous employment.

LETTER OF UNDERSTANDING

VACATION ENTITLEMENT/SCHEDULING

It is agreed that

Whereas the employee's vacation entitlement is earned on anniversary dates

And Whereas the previously agreed vacation scheduling year is April 01 to March **31st**,

That the practice of accruing vacation days to coincide with vacation year, yet recognizing greater entitlement when earned on anniversary date, be continued.

Signed at Cochrane, this 23 day of Dec, 1995

FOR CUPE, LOCAL 238

FOR LADY MINTO HOSPITAL

