

MEMORANDUM OF SETTLEMENT

Between:

**PETERBOROUGH REGIONAL HEALTH CENTRE
(THE EMPLOYER)**

And:

**CANADIAN UNION OF PUBLIC EMPLOYEE'S
(THE UNION)**

The parties agree to the terms of this Memorandum as constituting settlement of the matters as referred to in Appendix "A". Further, the parties agree that Appendix "B" is reflective of the outstanding matters to be referred to interest arbitration for the local Collective Agreement that expired September 28, 2001.

Signed at Peterborough, Ontario this 19 day of April, 2002.

FOR THE EMPLOYER

J. Melanchon

Cathy Brown-Ricker

Jodi Dean

RECEIVED
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FOR THE UNION

A. M. Intyre

Diane Cough

Patricia Heffernan

Paul Parkin

Claudia Munson

Louise Green

Barb Smith

Don Wliffy

R. D. Yates

12198(02)

Housekeeping Items:

1. Throughout the Agreement, the Peterborough Regional Health Centre is referred to either as the Employer or Hospital. The parties agree to replace the words Employer and Hospital with **“Health Centre”**

D. Union Membership

The Union agrees that any employee to whom this Collective Agreement applies may exercise or may refrain from exercising his right to become a member of the Union or cease to be a member of the Union.

- (a) The **“Health Centre”** agrees that, as a condition of employment, it will deduct from each pay for all employees subject to the terms of this Agreement, whether a member or non-member **“of the Union”**, a sum equivalent to the regular dues, and to remit such dues to the Treasurer of the Union **“monthly”**. It is understood that the Union will give the **“Health Centre”** one (1) months notice in writing of any change in the amount of dues.

The **“Health Centre”** agrees that it will provide the number of hours worked by part-time employees, and forward this information to the Treasurer of the Union **“monthly”**.

The Union and its membership agree to hold the **“Health Centre”** completely harmless with respect to all dues, or amounts equivalent thereto, so deducted and remitted.

- (b) The **“Health Centre”** will provide the Recording Secretary of the Union with a list of addresses and phone numbers for all members of the bargaining unit on a monthly basis unless an employee notifies the **“Health Centre”** in writing that he/she does not wish that his/her address and phone number be made known to the Union.

F.(1) Negotiating Committee

The Employer **“Health Centre”** acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than ~~six (6)~~ **“four (4)”** employees plus the President of the Local and no more than one (1) member from any one (1) classification, and will recognize and deal with the said committee with respect to any matter which properly arises from time to time during the term of this Agreement.

F.(4) Union Stewards

The Union will provide for Stewards, to be elected from the Union Membership to act in the following locations of the **“Health Centre”**:

(a)	Chief Steward	“1”	
(b)	Building Services	2	one from each site
(c)	S.P.D.	1	
(d)	Housekeeping	2	one from each site
(e)	Registered Practical Nurse	4	two from each site
(f)	Nutrition Services	2	one from each site
(g)	Other (not included in above)	2	one from each site

G.(1) Hours of Work and Working Conditions

- b) If the ~~Employer~~ **“Health Centre”** cancels a shift, at least sixteen (16) hours notice will be given. If less than sixteen (16) hours notice is given, the employee will be paid ~~at the rate of~~ time and one-half (1 ½) **“of his”** ~~their regular straight time rate of pay for an equal number of hours on their next shift worked~~ **“the equivalent number of hours cancelled, on his next shift worked”**.
- d) ~~Shift shall be defined as seven and one-half (7 ½) hours. Tours and shifts shall be deemed to have the same meaning.~~

G.(3) Time Off Between Shifts – “Full-time Employees Only”

When ~~an~~ **“a full-time”** employee is required to change shifts, sixteen (16) hours shall be allowed between shifts. If, however, an employee is required to report on a second shift less than sixteen (16) hours after finishing the first shift, the employee shall be paid at overtime rates for the period worked before the sixteen (16) hour time allowed for shift change has expired.

~~Failure to provide sixteen (16) hours as stated above will not result in payment of overtime rates for the full-time Nutrition Services.~~

G.(4) Notice of Change of Shift

- a) The “Health Centre” will ~~afford the employees engaged on shift work~~ provide at least forty-eight (48) hours ‘notice in advance of assignment to a different shift. Where less than forty-eight (48) hours is given, such change shall only be made with the written consent of the employee. ~~Where the employee is absent from the Hospital or Health Centre for the forty-eight (48) hour period prior to the shift change, the employee shall be given actual notice of the change.~~
- c) When an employee is called to work at a time that would prevent him or her from reporting at the start of a regularly scheduled shift, and such ~~employee reports to work he or she will be paid regular straight time rate of pay for all time from the start of the regularly scheduled shift to the time the employee reports for work up to a maximum of one and one-half (1½) hour~~ “to work for the shift’s regular start time, providing he reports to work within one and one-half (1½) hours of the shift’s start time, he will be paid his regular straight time rate for the period of time between the shift’s regular start time and the time he actually reported for work”.

G.5 Overtime

“Overtime will be offered to full-time employees in a classification prior to offering overtime to regular part-time employees in the same classification within the same department or unit.”

H.(3) Seniority Lists

A seniority list of all employees covered by this Agreement shall be posted “monthly and a copy sent to the Chief Steward”. This list shall “include” names, positions, and date upon which the employee last commenced employment with the “Health Centre” in a position covered by this Agreement, save and except as may be necessary to give effect to 9.07. Copies of the seniority list will be posted on all bulletin boards and one (1) copy will be supplied to the Union.

“On a monthly basis, the Health Centre will provide to the Union the seniority hours for all part-time employees as of the pay period immediately preceding the month end.”

H.(4) Transfers to Lower Paying Classification

An employee who is transferred to a position paying a lower ~~range of wage rate~~ **“rate of pay”**, will be paid at the ~~wage rate in the new range~~ **“rate of pay in the lower classification”** which is closest to, but not higher than his ~~present~~ **“current” rate “of pay,”**

H.(5) Retirement Age and Physical Handicap

The schedule of wages as set out in ~~Schedule “A” or Schedule “B”~~ of the agreement shall not apply to employees retained after retirement age is reached, or employees who become physically and/or mentally handicapped prior to reaching retirement age.

In the event that the **“Health Centre”** does set a rate for such an employee, the ~~Hospital and/or~~ Health Centre shall notify the Union and, upon request, meet to discuss the matter. If, as a result, the rate is alleged to be arbitrary or discriminatory, the employee may grieve.

I. Layoffs for Amalgamation or Merger

~~In the event that any amalgamation, merger or transfer of services by and/or between the Employer and St. Joseph’s Health Centre results in the necessity to reduce the number of employees, such reduction will be made in accordance with the Collective Agreement.~~

J. (2) Payment for Working on a Holiday

- b) Where any of the above-mentioned holidays falls on or ~~are~~ **“is”** observed on an employee’s regularly scheduled day off, he will receive an additional day off in lieu with pay **“to be taken”** within thirty (30) days of the day on which the holiday is observed.
- c) It is understood and agreed that the **“Health Centre”** will give every consideration to an employee’s expressed preference of time (and particularly Monday through Friday) at which employees **“he”** wishes to take ~~their~~ **“his”** lieu days but, of necessity, the **“Health Centre”** must reserve the final decision as to the scheduling of such lieu days.
- c) It is understood and agreed that the **“Health Centre”** will give every consideration to an employee’s expressed preference of time at which employees **“he”** wishes to take ~~their~~ **“his”** Floater Holidays, but of necessity, the **“Health Centre”** must reserve the final decision as to the scheduling of such Floater Holidays. Employees whose Floater Holiday has been scheduled and approved shall be entitled to premium pay and ~~in~~

“a” lieu day according to article 16:03 (a) if they are scheduled to work on the scheduled Floater Holiday with less than forty-eight (48) hours notice.

If an employee fails to request ~~her~~ “his” lieu day within the specified thirty (30) days, the lieu day will be scheduled at the discretion of the “Health Centre” during the following posted schedule.

K.(1) Vacation Qualification “Entitlement”

Continuous service for each employee under this Article shall be determined in accordance with Articles 9:02 and 9:04. No employee shall have his present entitlement reduced by reason of the terms of this Agreement.

~~“Two (2) weeks” and “three (3) weeks” and “four (4) weeks” and “five (5) weeks” and “six weeks” vacation with pay shall be at the employee’s regular weekly salary at the time of his taking vacation, provided he was not absent during the prior vacation period to the extent that he worked less than seventy-five percent (75%) of the regular schedule of hours in such period, in which case his vacation pay will be four percent (4%) or six percent (6%) or eight percent (8%) or ten percent (10%) or twelve percent (12%) respectively of his total earnings received from the Hospital and/or Health Centre.~~

“Vacation entitlement shall be as provided under Article 17.01.”

K.(3) Vacation Scheduling

The ~~Employer~~ “Health Centre” will endeavour to schedule vacations on as equitable basis as possible having regard to the efficient operations of the ~~Hospital~~ “Health Centre”. The ~~Employer~~ “Health Centre” will give preference to the vacation period requested by each employee, but of necessity, the ~~Employer~~ “Health Centre” must reserve the final decision as to the scheduling of vacation.

In the event of “a” vacation scheduling conflict between employees in the same job classification of the same Department or Unit, preference will be granted on a seniority basis.

~~Vacation entitlements may be taken in whole or in part at any time of the year between January 1st and December 31st.~~

~~An employee will not be permitted to hold over any portion of unused vacation entitlement from one (1) year to the next, except in very exceptional circumstances with the permission of the Executive Director or his delegate and no payments will be made by the employer in lieu of vacation except in cases of termination of employment as herein provided.~~

“The vacation scheduler will be posted in each department no later than January 30th of each year covering January to December. Vacation requests will be responded to within thirty (30) days of submission.”

“The Union agrees to waive the twenty-four (24) hours per week requirement for part-time employees from June 15th to September 15th providing no full-time employee is denied his vacation request during the above stated time without just cause.”

M. Call Back

When an employee is required to travel to the “Health Centre” and/or to return to his home between midnight and 0700 hours, as a result of being called back to work outside his regularly scheduled hours, the “Health Centre” will pay transportation costs either by taxi or by his own vehicle to a maximum of \$25.00. The employee will provide to the “Health Centre’s” satisfactory proof of payment of taxi fare when applicable. Use of the employee’s own vehicle will be reimbursed at the “Health Centre’s” current cents per kilometre travel allowance.

O. Bulletin Board

The “Health Centre” shall provide space on six (6) bulletin boards (~~including one (1) at the Lakefield Ambulance Station) plus four (4) at the Health Centre~~ “where” the Union shall have the right, subject to the approval of the Executive Director of the “Health Centre” or his designee, to post notices of meetings and such other notices as may be of interest to the employees.

P. (1) Uniforms

Where the ~~Employer~~ “Health Centre” requires an employee to be in uniform, such uniform will be supplied by the ~~Employer~~ “Health Centre” ~~ready to wear, laundered and in good repair.~~ Uniforms will be replaced as needed., ~~upon return of the old uniform to the issuing department.~~

P.(3) Maintenance Tools

(Moved from a letter of intent into body of collective agreement)

The parties agree that the Health Centre will provide, maintain and replace, as necessary, any tools required to carry out the employees duties. Such tools will be the property of the Health Centre.

Employees will not be required to provide tools on the job.

Q. Protective Footwear

For the purposes of Article 19.01, functions requiring the wearing of safety boots shall include Portering S.P. D. carts.

~~Part-time employees shall receive the protective footwear allowance of forty five (\$45.00) dollars as provided for in Article 19.01 every year.~~

The Health Centre will require employees performing the following functions to wear appropriate safety footwear:

- 1) Building Services
- 2) Grounds
- 3) Stores (only where frequently working in storage areas)
- 4) Portering (as determined by the Health Centre) heavy carts on a regular basis, e.g. linen carts, food wagons

R. R.P.N. Education

The ~~Employer~~ **“Health Centre”** agrees that Registered Practical Nurses will be ~~allowed and~~ encouraged to fully employ all of the added skills for R.P.N.’s which the ~~Employer~~ **“Health Centre”** has determined to utilize in the workplace.

T. “Worker’s Safety and Insurance Board”

The Health Centre agrees to provide the employee with a copy of the Worker’s Safety and Insurance Board Form #7 as the same time as it is sent to the Board.

~~**W.S.I.B. Issues - Reinstatement Committee**~~

The **“Health Centre”** will notify the President of C.U.P.E., Local #1943 of the names of all members of the Bargaining Unit off work due to work related injuries (whether ~~of~~ **“or”** not the members are in receipt of WSIB Benefits) and those on LTD, on a monthly basis.

When it has been medically determined that an employee is unable to return to the full duties of ~~her/~~ **“his”** position due to a disability, the **“Health Centre”** will endeavor to provide modified work. A meeting will be held with the Union to discuss the circumstances surrounding the employees return to suitable work including what accommodations can be made. This meeting will include the employee, ~~Department Head~~ **“his Manager”** and a member of the Local Executive and a staff representative of C.U.P.E.

U.(2) Violence in the Workplace

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 “**Health Centre**” agrees to continue its development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Health and Safety Committee for review.

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

~~**U.(3) Modified Work**~~

~~When it is medically determined that an employee is unable to return to the full duties of his or her position because of a disability, the Employer will meet with the National Representative and a representative of the Local Union to discuss the circumstances surrounding that employee’s return to work.~~

V.(2) Elections

Employees shall be permitted time off to vote in elections in accordance with the minimum legislative requirements.

W. Joint Health and Safety Committee

- (h) Pregnant employees may request to be transferred from their current duties if, in the professional ~~option~~ **“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.

Certified W

The “**Health Centre**” 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 a certified worker under the Occupational Health & Safety Act. Any costs associated with the initial training **“and any further upgrading related to the changes in the Occupational Health and Safety Act,”** of a certified worker will be paid by the “**Health Centre**” or as may be prescribed pursuant to the Occupational Health and Safety Act.

X. Union Office

"The Health Centre will provide the Union with secure space to serve as a union office. Phone service will also be provided."

X.(1) Employer Paid Leave

"The Health Centre will provide one (1) day of paid union leave to the Local President per week to conduct union business. The day of the week will be Tuesday.

Letter of Understanding RE: Compressed work week

The parties agree to renew this letter of understanding with the intent of adopting the future language developed by the Central Parties.

Wage Classifications

The parties agree to remove the following classifications from the wage grid:

Ambulance 1 st Class - CI	Linen Aide - CI
Ambulance 2 nd Class - CI	Linen Room Aide - CI
Ambulance Dispatcher - CI	Maintenance Helper - SJ
Ambulance Sr. Attendant - CI	Maintenance Mechanic/St. Eng. - SJ
Baker - CI	Nursing Orderly - CI
CSR Attendant - SJ	OR Aide - CI
Carpenter - SJ	OR Aide - SJ
Cook - CI	OR Attendant - SJ
Cook Assistant - CI	Dietary Attendant - SJ
Orderly Trainee - SJ	General Labourer - SJ
Painter - SJ	Handyman - SJ
Paramedic 1 - Ambulance - CI	Head Cleaner - SJ
Paramedic 2 - Ambulance - CI	Laundry Aide - SJ
RPN - CI	Laundry Helper - SJ
RPN - Non-reg. - CI	Radiology Attendant - SJ
Resp. Tech Aide - CI	Resp. Tech Attendant - CI
Ward Aide - SJ	

The parties agree to add the classification of OR Attendant.

Letters of Agreement, Letters of Intent, Letters of Understanding and Terms of References:

The parties agree to remove the following Letters of Intent, Understanding and Terms of References:

Terms of Reference: Compressed work week for the Ambulance Service of Peterborough Civic Hospital (page **22**).

Letter of Intent re: Rates of pay for Maintenance Mechanics and Skilled Trades (page **29**).

Letter of Understanding re: Job evaluation – Trades (page **30**).

Letter of Understanding re: Compressed work week in Dietary Department (page **32**).

Letter of Intent re: Co-ordinated Issues (page **34**).

Letter of Intent re: Tools (page **35**).

Letter of Intent re: Job Postings (page **36**)

Letter of Intent re: Posting and filling of vacancies while two sites exist dated January **27th, 1999** (page **38, 39**).

Letter of Agreement re: Accumulated sick time (page **40**).

LETTER OF UNDERSTANDING
Between
PETERBOROUGH REGIONAL HEALTH CENTRE
And
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #1943

RE: Employee's formerly covered under the Canadian Union of Operating Engineers

The parties hereby agree that the following superior provisions will apply to:

Rick Foley, Derrick Kavish, Robert Shaw

1. Weekend Premium of \$0.90 per hour
2. Shift Premium (15:00 – 23:00) of \$1.00
3. Shift Premium (23:00 – 07:00) of \$1.25
4. Safety Shoe Allowance – reimbursement at full cost of safety shoes, replaced as required
5. Vacation pay – paid at gross salary during the vacation year
6. Paid Holidays – three (3) designated floaters (Easter Monday, Remembrance Day and Employee Birthday).

The Health Centre will implement the CUPE rate of pay for the Maintenance Mechanic Classification, effective February 19, 2002.

These provisions will remain in effect until such time as the Collective Agreement provides for equal or greater provisions.

Signed at Peterborough, Ontario this _____ day of _____, 2002.

FOR THE EMPLOYER

FOR THE UNION

Outstanding Matters:

1. G(2)(b) – Days Off (Part-Time)

Existing Provision:

For all part-time employees, the Employer will either schedule one consecutive Saturday and Sunday off every twenty-one (21) days or, in lieu thereof, pay the employee at the rate of time and one-half (1 ½) for all hours worked on such third weekend of work.

Employer Proposal:

“In scheduling shifts, the “Health Centre” will schedule so as to provide a minimum of one (1) weekend off in every three (3) weekperiod. If the employee is required to work a third consecutive weekend, time worked shall be paid at the rate of time and one-half (1 ½).

2. Wage adjustments

The Union proposes the following wage adjustments:

Classification	Present Rate	New Rate
RPN	18.8160	21.97
Electrician	20.2810	21.82
Engineer/Maintenance Mechanic	20.2810	21.82
OR Technician	18.4220	21.97
Maintenance Plumber	20.2810	21.82
Maintenance Mechanic	20.2810	21.82
Carpenter	20.2810	21.82
Painter	18.9360	21.82
Refrigeration Mechanic	20.2810	21.82
Groundskeeper	16.8790	17.87
Stores Keeper	16.4300	17.87
Chief Stationary Engineer	21.1550	22.75
Printer	18.9360	20.59
Lead Hand Electrical Mechanical	21.7060	23.00


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HOSPITALS' NEGOTIATING TEAM - 2001 CUPE

September 29, 2001



Memorandum of Settlement.pdf



RatificationForm.doc

To: Chief Executive Officers of Hospitals with CUPE Bargaining Units

Subject: **Communique #8 - Settlement between the Participating Hospitals and CUPE**

Your Negotiating Team is pleased to announce that yesterday evening a tentative agreement was reached between CUPE and the Participating Hospitals. The agreement is subject to ratification by both parties, which, according to the Memorandum of Settlement, will be no later than October 31, 2001. Until the ratification process is complete, the details of the settlement are **strictly confidential**. We ask that the information be shared only with the management team of your Hospital in order to ratify the agreement. We also request that you stress the confidentiality of this information.

Hospitals should arrange for their Boards and/or delegates to vote and ratify the settlement **on or before October 31, 2001**. **The ratification ballot is attached**. Completed ratification ballots can be faxed to (416) 205-1390.

Hospitals are invited to a provincial plenary scheduled for Friday, October 12 at the Holiday Inn Select Toronto Airport Hotel, 970 Dixon Road in the Trillium Ball Room from 10:00 a.m. to 3:00 p.m.

Attached to this communique is a copy of the Memorandum of Settlement. Each Hospital should carefully review the settlement in preparation for the plenary.

CUPE will be holding ratification votes locally and has committed to having the result by no later than October 31, 2001. Your Negotiating Team is requesting that Hospitals liaise with their local CUPE President in order to address any process issues which would facilitate CUPE's local ratification process.

CHAIR

Yves Campeau
West Nipissing General
Hospital
Sturgeon Falls
(705) 753-3110

SPOKESPERSON

Shelagh Quigley
Ontario Hospital
Association
Toronto
(416) 205-1374
Laurie Richer
Ontario Hospital
Association
Toronto
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HOSPITAL MEMBERS

Barrv Cameron
Huron-Perth Hospitals
Partnership
Stratford
(519) 272-8207

David Cox
University Health
Network
Toronto
(416) 340-4568

Keitha A. Harris
Perth & Smiths Falls
Community Hospital
Smiths Falls
(613) 283-2330

Fabien Hébert
Notre Dame Hospital
Hearst
(705) 372-9210

Sharon Hill
Anson General Hospital
Iriquois Falls
(705) 258-3911

Terry McMahon
St. John's Rehabilitation
Hospital
Toronto

We have set out below a summary of the highlights of the settlement:

Wages: 2.5% effective Sept 29, 2001

3.0% effective Sept 29, 2002

3.0% effective Sept 29, 2003

Retroactivity Retroactivity will be paid on the basis of hours paid, on or before the last pay period of December 2001.

Shift Premium: Increase to \$0.55 in 1st year, \$0.60 in 2nd year, \$0.65 in 3rd year.

Weekend Premium: Increase to \$0.55 in 1st year, \$0.60 in 2nd year, \$0.65 in 3rd year.

Standby: Increase to \$2.50 in 2nd year.

Safety Footwear: Increase to \$80 for FT and introduce \$45 per year for regular PT in 1st year.

Vision Care: Increase vision care to \$150/24 mos. in 1st year

Hearing Aides. Change hearing aide allowance to acquisition every 36 mos in 1st year.

Dental Plan: Increase dental recall including preventative services to 9 months and add Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual maximum in 1st year and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum in 1st year.

Vacation: 6-week entitlement to after 23 years of service in 2nd year. Supplemental vacation to be implemented in the 3rd year which provides for additional 5 days in 30th anniversary year and again in 35th anniversary year.

Grievance and Arbitration: One step of grievance procedure is eliminated and voluntary mediation prior to arbitration is introduced.

Definition of Seniority: Effective January 1, 2001, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.

Effect of Absence: Effective September 29, 2002, seniority shall accrue for thirty (30) months while an employee is in receipt of WSIB benefits or LTD (was 18 months). In addition, the Hospital

(416) 226-6790

Lynne Pay
Hotel Dieu Health
Sciences
St. Catharines
(905) 682-6411

Ann Sapinas
The Hospital for Sick
Children
Toronto
(416) 813-7367

OHA STAFF
Julie Chambers
Toronto
(416) 205-1378

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will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits and sick leave including the EI period (was eighteen (18) months for WSIE only).

✓ Job Posting: Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.

✓ Scope of RPN Practice: Locally, the Hospital and the Union shall meet to discuss the issues of RPN scope of practice and skill utilization. A joint provincial task force will be formed to study and make recommendations to the Participating Hospitals regarding the utilization of RPN skills.

✓ Professional Responsibility: Expiring September 27, 2004, a trial Workload Review Process is introduced for employees covered under the RHPA to express their concerns relating to professional practice, patient acuity, and fluctuating workloads. There is no access to the grievance procedure.

✓ Union Business: Part-time employees away on Union Business shall accrue seniority for the number of hours of the leave to a maximum of thirty-seven and one-half (37.5) hours per week. Service shall also accrue when a part-time employee is on leave for a full-time appointment to Union office including OCHU President and Secretary-Treasurer.

✓ Parental Leave: Credits for service and seniority shall accumulate for thirty-five (35) weeks if employee is on pregnancy leave and thirty-seven (37) otherwise, in compliance with the ESA.

✓ HOODIP: Union agrees to encourage an employee to utilize the Medical Appeals Process provided under HOODIP, if any, to resolve disputes.

Hospitals with accumulating sick leave plans agree to

✓ Illness During Vacation: Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or bed rest for more than three days

✓ Union Education: A special assessment for union education will be deducted from employees by Hospitals if authorized by the local Union.

Extended Tours: The central parties agree to meet to discuss the introduction of a model agreement on extended tours within 120 days of ratification.

Apprenticeship Pilot Programme: A Joint provincial committee will be established to make recommendations regarding the introduction of a pilot apprenticeship programme for certified trades employees.

Joint Benefits review Committee: A Joint provincial committee will be established to discuss entitlement and costs associated with the insured benefit coverage provided to active and retired employees.

Any questions should be directed to Shelagh Quigley at 416-205-1374 or Laurie Richer at 416-205-1384.

Yves Campeau
Chair
Hospitals' Negotiating Team - CUPE

cc: Members, Human Resources Committee
Members, Hospitals' Negotiating Team - CUPE
Regional Chairs & OHA Liaisons
David MacKinnon, OHA President
Frank Norman, OHA Board Chair
Chief Executive Officers of Other Public Hospitals (Letter only.-
See OHA web-site for attachments)

About Ontario Hospital Association, and how to reach us

Send technical comments or questions to webmaster@oha.com

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MEMORANDUM OF SETTLEMENT
Between
THE PARTICIPATING HOSPITALS
And
CANADIAN UNION OF PUBLIC EMPLOYEES



In accordance with the terms of the Memorandum of Conditions for Joint Bargaining, signed June 27, 2001, the Central Negotiating Teams representing the Participating Hospitals and the Participating Locals of the Canadian Union of Public Employees, hereby agree to recommend to their respective principals for ratification, the following terms and conditions as full and final settlement of all central matters at issue.

Except as noted otherwise, all terms and conditions set out herein will be effective upon ratification by both **parties**. This Memorandum will be ratified on or before October 31, 2001.

Wages: 2.5% effective Sept 29, 2001
3.0% effective Sept 29, 2002
3.0% effective Sept 29, 2003

Retroactivity: Retroactivity will be paid on the basis of hours paid, on or **before** the last pay period of December 2001.

Shift Premium: Increase to \$0.55 in 1st year, \$0.60 in 2nd year, \$0.65 in 3rd year.

Weekend Premium: Increase to \$0.55 in 1st year, \$0.60 in 2nd year, \$0.65 in 3rd year.

Safety Footwear: Increase to \$80 for FT and introduce \$45 per year for regular PT in 1st year

Vision Care: Increase vision care to \$150/24 mos in 1st year

Hearing Aides: Change hearing aid allowance to acquisition every 36 mos in 1st year.

Dental Plan: **Increase** dental **recall** including preventative services to 9 months and add Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance to \$1000 annual **maximum** in 1st year and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to \$1000 annual maximum in 1st year. Maintain current ODA fee schedule.

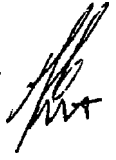
Vacation: Change 6-week entitlement to after 23 years of service in 2nd year. Add the following in the 3rd year:

Supplementary Vacation

The following supplementary vacation is banked on the **employee's anniversary** date and taken prior to **the** next supplementary vacation date:

An employee who has completed thirty (30) years of continuous **service** shall be entitled to an additional five (5) **days** vacation, **with** pay.

An employee who **has** completed **thirty-five (35)** years of continuous **service** shall be entitled to an additional five (5) days **vacation**, **with** pay.



To clarify, every employee who has attained their 30th or 35th anniversary date as of the effective date of this provision shall be entitled to have the full five days' vacation banked.

Standby: Increase to \$2.50 in 2nd year.

3.01 – No Discrimination

Add as follows:

✓ “The Union shall be provided a copy of any written notice provided to an employee that he or she may be subject to termination, demotion, transfer, or other adverse impact for innocent absenteeism.”

6.02 - Labour-Management Committee

Add the following:

“It is also agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour-Management Committee. The committee shall have access to work schedules and job postings upon request.”

6.04 - Central Bargaining Committee

Amend as follows:

(a) “In central bargaining between the Canadian Union of Public Employees and the participating hospitals, an employee serving on the Union's Central Negotiating Committee shall be paid for time lost from his normal straight time working hours at his **regular rate** of pay and without **loss** of leave credits *for* attending central negotiating meetings with the Hospitals' Central Negotiating Committee in direct negotiations up to the point of arbitration. Upon reference to arbitration, the Negotiating Committee members shall receive unpaid time off for the purpose of attending arbitration hearings.

“It is understood and agreed that the maximum number of Union Central Negotiating Committee members entitled to payment under this provision shall be eight **(8)**, and in no case will **more** than one employee from a hospital be entitled to such payment.”

“The Union shall advise the Hospitals' Central Negotiating Committee, before negotiations commence, of those employees to be paid under this provision. The Hospitals' Central Negotiating Committee shall advise the **eight (8)** Hospitals accordingly.”

(b) “Vice-Presidents of the Ontario Council of Hospital Unions **shall** be granted leave of absence by their employers in accordance with (a) above or Article 12.02 as the case may be, in order to fulfil the duties of their position.”

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

Amend as follows:



- 7.01 "For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The **grievor may have** the assistance of a union steward if he or **she so desires**. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee, who may be **accompanied** by a steward, may submit a written grievance signed by the employee to **(designated by Hospital)**. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Hospital may, **if they so desire**, meet to discuss the grievance at a time and place **suitable to both parties**. The (designate) will deliver his decision in writing within nine (9) calendar days following the day on which the grievance was presented to him. Failing settlement or response, then:

Step No. 2

Within nine (9) calendar days following the decision in Step No. 1 the grievance may be submitted in writing to the **(designated by Hospital)**. A meeting will then be held between the (designate) and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the **(designate)** may have such counsel and assistance as he may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

- 7.04 A complaint or grievance arising directly between the Hospital and the **Union** concerning the interpretation, application or alleged violation of the Agreement shall be originated at **Step No. 2** within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

- 7.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 7.06 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at **Step No. 2** within seven (7) calendar days after the date the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- (a) confirming the Hospital's action in dismissing the employee; or
 - (b) reinstating the employee with or without full compensation for the time lost; or
 - (c) by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the **Hospital** shall notify the Union of such suspension or discharge in writing. The Hospital agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

- 7.07 a) Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under **Step No. 2** is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under **Step No. 2**, it will be deemed to have been received within the time limits.
- b) **The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding (a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.**

7.08 All agreements reached under the Grievance Procedure between the representatives of the Hospital and the representatives of the Union will be final and binding upon the Hospital and the Union and the employees.

7.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, **and** at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee,

provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

Articles 7.10 – 7.16 remain unchanged.

9.02 - Definition of Seniority

Amend as follows:

"Full-time **employees** will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the seniority they held under the Agreement expiring September 28, 1985 and will thereafter accumulate seniority in accordance with this Article."

✓ **Effective January 1, 2002, notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period. The twelve (12) month period shall be determined locally.***

***Implementation Note: The start date of the initial twelve (12) month period shall commence no earlier than January 1, 2002 but may be substituted by a later date within the calendar year where the parties agree.**

9.03 (g) – Loss of Seniority – Delete this provision.

9.04 Effect of Absence

((a), (b) and (c) of the following clause are applicable to full-time employees only)

Amend as follows.

"Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous

calendar days, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Hospital will continue to pay its share of the premiums up to eighteen (18) months while an employee is in receipt of WSIB benefits.

Effective September 29, 2002, the Hospital will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of **WSIB benefits****. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding these provisions, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of eighteen (18) months if an employee's absence is due to a disability resulting in WSIB benefits*, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

Effective September 29, 2002, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits** or while an employee is on sick leave (including the Employment Insurance Period).

- (d) Part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

Effective September 29, 2002, part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been."

*Note: Add the words "or L.T.D. benefits" only in agreements providing L.T.D. benefits.

**Note: Effective September 29, 2002, add the words "or L.T.D. benefits including the period of the disability program covered by Employment Insurance" only in agreements providing L.T.D. benefits.

9.05 - Job Posting

Amend as follows:

The following provision will appear in all collective agreements replacing any related provision that existed in the hospital's expiring collective agreement: (Any provision pertaining to definition of temporary vacancies, non-bargaining unit applications, outside advertising, interim placements or criteria for selection except as it relates to promotions and transfers that existed

in the hospital's expiring collective agreement will be continued as the last paragraph of this Article).

"Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Hospital, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.

Vacancies created, by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees **need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.**

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

Where there are no successful applicants from within this bargaining unit for vacant positions referred to in this Article, employees in other CUPE bargaining units at the Hospital will be selected in accordance with the criteria for selection above, prior to considering persons who are not members of CUPE bargaining units at the Hospital. The employees eligible for consideration shall be limited to those employees who have applied for the position in accordance with this Article, and selection shall be made in accordance with this Article.

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the union."

9.07 - Transfer of Seniority and Service

Amend as follows:

The following provision will appear in all collective agreements where both full-time and part-time employees are represented by CUPE, and will replace any provision related to part-time Transfer of Service and Seniority that existed in the expiring collective agreement:

"Effective (the date as set out in the Local Provisions Appendix) and for employees who transfer subsequent to (the effective date as set out in the Local Provisions Appendix):

✓ For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, **HOODIP** or equivalent, health and welfare benefit plans, and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1725 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, **during** which the Hospital will **determine** if the employee can satisfactorily perform the **job**. Within this period the employee may voluntarily return, or be returned without **loss** of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred."

"The above amendments **will** be effective for any transfer that occurs **90** days after the ratification by both parties of the Memorandum of Settlement."

9.15 (New) – Professional Responsibility – Scope of RPN Practice

✓ "The Hospital and the Union shall meet to discuss the Issues of **RPN** scope of practice and **skill** utilization."

9.16 (New) – Professional Responsibility - Workload

The **following** provision will be effective September **29, 2001** and will expire on September **27, 2004**.

✓ "The **parties** agree that patient care is enhanced **if** concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a **timely** and effective manner.

In the event that an employee or group of employees, covered under the Regulated Health Professions Act (**RHPA**), are assigned a workload which **is** inconsistent with proper patient care, they **shall** express their concerns to their **supervisor**. The employee shall complete a "Workload Review Form" **which** shall be provided to the supervisor and to the Union. The Workload Review Form **will** be attached as an Appendix to the collective agreement."

12.02 (b) (New)

✓ "In addition to the above, a part-time or casual employee who is attending to **union** business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. Such part-time or casual employee will be credited **with seniority** for the number of hours of such leave to a maximum of **thirty-seven** and one-half (37.5) hours per week. The **Union** will advise the Hospital **of** the number of such hours."

12.03(b) Full-Time Position with the Union
(The clause is applicable to part-time employees only)

Amend as follows:

"Upon application by the Union, in writing, the Hospital shall grant leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties.

- ✓ **Seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week during such leave.**

The employee shall notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis."

12.03(c) Leave for OCHU President and Secretary-Treasurer

(The following provision will replace the language under Article 12.03(c) - Leave for OCHU President that existed in the Hospital's expired collective agreement):

"Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to the positions of the President of the Ontario Council of Hospital Unions or the Secretary-Treasurer of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee(s) shall be deemed to be an employee of the Union.

- ✓ **During such leave of absence seniority and service shall accrue at seven and one-half (7.5) hours per day to a maximum of thirty-seven and one-half (37.5) hours per week.** In addition, during such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Hospital in the amount of such salary and applicable benefits within thirty (30) days of billing.

The employee agrees to notify the Hospital of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 2.01, the Hospital may fill the vacancy resulting from such leave on a temporary basis."

12.04 – Bereavement Leave

Amend as follows:

✓ "Any employee who notifies the Hospital as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours, in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. The Hospital, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Hospital may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex."

12.07(a) - Parental Leave

{The following clause is applicable to full-time employees only}

Amend as follows:

- "(a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who ~~is~~ is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. ~~If~~, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who ~~has~~ has applied for and ~~is~~ is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and ~~the~~ the sum of his or her weekly Employment Insurance benefits and any other earnings.

Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits,

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing, the Hospital shall pay the employee ~~ninety-three~~ percent (93%) of his or her normal weekly earnings during the ~~first two~~ (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to **thirty-five** (35) weeks after the parental **leave began**, **if** the employee also took pregnancy leave, and **thirty-seven** (37) weeks after the parental leave **began** otherwise, while the employee is on parental leave. ✓
- (g) The Hospital will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to **thirty-five** (35) weeks after the parental leave began, **If** the employee **also** took pregnancy **leave**, and thirty-seven (37) weeks after **the** parental leave **began** otherwise, while the employee is on parental leave. /
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."

12.07(b) - Parental Leave

(The following clause is applicable to part-time employees only)

Amend as **follows**:

- "(a) Parental leaves will be granted in accordance with the provisions of the Employment *Standards* Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least ~~two~~ (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Hospital as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in

writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least **two (2)** weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the Hospital of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing the Hospital shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first **two (2)** week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to **thirty-five (35)** weeks **after the parental leave began, If the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise**, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Hospital will continue to pay the percentage in lieu of benefits **and** its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay."



13.01 – HOODIP

Amend as follows:

{The following clause is applicable to full-time employees only}

The following provision will appear in all full-time collective agreements that provide for HOODIP or equivalent, replacing any other sick leave language that existed in the hospital's expiring collective agreement. For Hospitals which provide for an accumulating sick leave plan, the existing collective agreement provisions will continue unless the Hospital and the local union mutually agree to replace the existing plan with HOODIP or equivalent. In the event of such mutual agreement the provision below will become effective on the first of the month agreed to by the local parties and will replace any existing accumulating sick leave program or plan.

- "a) The Hospital will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan Brochure.

The Hospital will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short-term portion of the disability program, employees on the payroll as of the effective date of the transfer with three (3) months or more of service shall be deemed to have three (3) months of service. For the purpose of transfer to the long-term portion of the disability program, employees on the active payroll as of the effective date of the transfer with one (1) year or more of service shall be deemed to have one year of service.

- b) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
- (1) supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
 - (2) where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
 - (3) where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on



termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.

- (4) an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Hospital on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Hospital, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with the supplementation of the Hospital, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.
- d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- e) The Hospital further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 13.01, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this collective agreement.
- ✓ **The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.**
- g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- h) The Hospital shall pay the full cost of any medical certificate required of an employee.
- i) ✓ **The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the employer's unemployment insurance premium reduction will be retained by the Hospital towards offsetting the cost of the benefit improvements contained in this agreement.**

Note: Provisions 13.c)(3) and 13.c)(4) shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on an accumulating sick leave plan. Any Medical/Dental Care provisions currently in the agreement shall be removed.

17.01(b) - Part-Time Entitlement, Qualifiers and Calculation of Payment
(The following clause is applicable to part-time employees only)

Amend as follows:

Any provision related to part-time qualifiers and calculation of payment that existed in **the** hospital's expiring collective agreement will be continued in Article 17.01(b) plus the equivalent time off.

The following provision will appear In all Collective Agreements replacing any provision related to part-time entitlement that existed in the hospital's **expiring** collective agreement subject to **maintaining** any superior **conditions concerning entitlement** for employees presently enjoying such superior condition:

A part-time employee who has completed less than **3,450** hours of continuous service shall receive **4% vacation** pay.

A part-time employee who has completed **3,450** hours but less than **8,625** hours of continuous **service** shall receive **6%** vacation pay.

A **part-time** employee who has completed **8,625** hours but **less** than **25,875** hours of continuous service **shall** receive **8%** vacation pay.

✓ A part-time employee who has completed **25,875** hours but less than **39,675** hours of continuous service shall receive **10%** vacation pay.

A part-time employee who has completed **39,675** hours of continuous service or more shall receive **12%** vacation pay.

A part-time employee who has completed **51,750** hours of continuous service **shall** receive an additional **2%** vacation pay in the year it is **achieved**.

A part-time employee who has completed **60,375** hours of continuous service shall **receive** an **additional 2%** vacation pay in the year it is achieved.

In addition, the following provision will appear in all collective agreements replacing any provision related to progression on vacation schedule (part-time) that existed in the hospital's expiring collective agreement:

Progression on Vacation Schedule (Part-Time)

"Effective October 10, 1986 part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one year for each **1725** hours worked.

Notwithstanding the above, employees hired prior to October 10, 1986 will be credited with the **service** they held for the purpose of progression on the vacation scale under the Agreement expiring September 28, 1985 and **will** thereafter accumulate service in accordance with this Article."

17.03 - Illness During Vacation

(The following clause is applicable to full-time employees only)

Amend as follows:

"Where an employee's scheduled vacation ~~is~~ interrupted due to serious illness, which either commenced prior to ~~or~~ during the scheduled vacation period, the period of such illness shall be considered ~~sick~~ leave.

✓ **Serious Illness** Is defined as an illness which requires the employee to receive **on-**going **medical** care **and/or** treatments **resulting** in either hospitalization or **which** would confine the employee to **their** residence or to bed rest for more than three days.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits."

18.01 - Insured Benefits

Amend as follows:

- (e) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by ~~the~~ Hospital to the billed premiums of active employees.

~~The early retired employee's share towards the billed premium of the insured benefit plans will be deducted from his or her monthly pension cheque.~~

18.07 - Union Education (New)


✓ "If **the local** union Indicates to the Hospital that its members have approved a **special** assessment for union education In accordance with the **CUPE** constitution and local union by **laws**, the Hospital agrees to deduct **this** assessment.

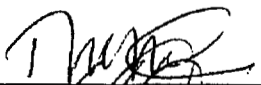
Such assessment will be paid on a quarterly basis into a trust fund **established** and administered by **OCHU/CUPE** for this purpose."

Signed and dated in **Picton**, ONTARIO this 27th day of September, 2001.

or the union

For the Participating Hospitals


M. [unclear]
Dorcas [unclear]
[unclear]
Judy [unclear]
[unclear] CUPE Staff


[unclear]
[unclear]
[unclear]
Chambers
[unclear]
[unclear]



WORKLOAD REVIEW FORM

Employees to complete every section

Date/Time of Occurrence _____

Date Form Submitted to Employer _____

Site/Location _____ Department/Unit _____

Type of Work Being Performed

Number of Staff on Duty _____ Usual Number of Staff on Duty _____

I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below):

To correct this problem, I/we recommended:

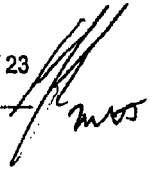
Name/Title of Immediate Supervisor Notified

Date/Time of Notification

Response

Signature of Employee(s) & Printed Name(s) on Line Below:

I/we do not agree with the resolution of my concern.



Letter of Understanding

Renardinn the Utilization of RPN Skills


The parties agree to form a joint provincial task force. The task force will be composed of equal numbers of representatives of the Ontario Council of Hospital Unions/CUPE and the Ontario Hospital Association. The task force will make its decisions by consensus. The mandate of the task force will be to study and make recommendations to the participating hospitals regarding the utilization of RPN skills. The task force will:

- Meet within 6 months of the ratification of the Memorandum of Settlement.
- Secure advice and participation from such professional practice researchers and other (e.g. College of Nurses) as the Task Force deems appropriate.
- Identify resources required by the task force to complete their study including exploring jointly any funding required for these resources.
- The **task** force will be co-chaired by a hospital representative and a representative from OCHU/CUPE.
- The task force will identify the timelines for conducting their study and will also conclude timelines for ~~the~~ recommendations to be made by the task force.
- The task force recommendations will be presented in the form of a report to the participating hospitals and locals.
- The final recommendations from the joint **task** force **will** be presented to the Human Resources Committee of the OHA.
- The parties also agree to jointly undertake reviewing the study and recommendations with the Ontario Nurses Association.
- Nothing in this Letter of Understanding should be construed as precluding the local parties from entering into discussions with respect to RPN scope of practice and utilization of RPN skills.

For the Hospitals:

For the Union:





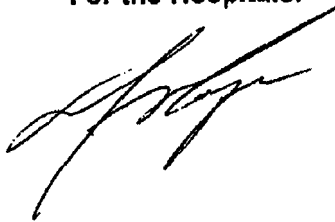
Letter of Understanding

Re: Apprenticeship Pilot Programme

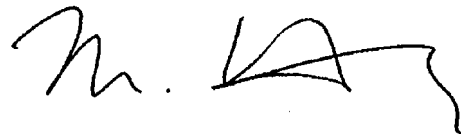
The parties agree to establish a joint provincial apprenticeship committee. The joint committee will consist of three (3) members representative of the Union and three (3) members representative of the Hospitals. The purpose of the provincial committee is to review and make recommendations regarding ~~the~~ introduction of a pilot apprenticeship programme for certified trades employees. The committee will ensure that the pilot(s) satisfy any requirements set out by provincial educational authorities.

It is understood that both parties are jointly committed to the outcomes of the work of the joint provincial apprenticeship committee.

For the Hospitals:



For the Union:





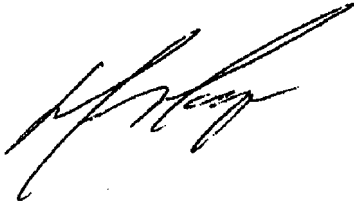
Letter of Understanding

Regarding the introduction of HOODIP to Hospitals with Accumulating Sick Leave Plans

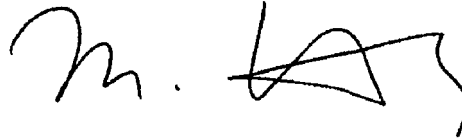
Participating CUPE locals and Hospitals agree to meet to discuss the merits of introducing HOODIP to their CUPE bargaining units.

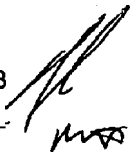
It is understood that such meetings will occur within 6 months following the date of ratification of the Memorandum of Settlement.

For the Hospitals:



For the Union:





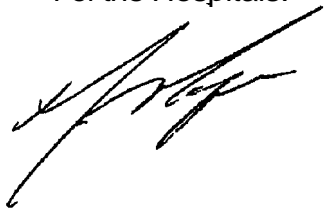
Letter of intent

Re: Joint Benefits Review Committee

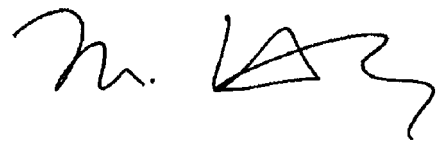
The central parties agree to meet in a joint committee to discuss **the** entitlement and costs associated with the insured benefit coverage provided to active and retired employees.

The Committee will make recommendations to their respective Central Bargaining Teams prior to commencement of the next round of bargaining.

For the Hospitals:



For the Union:





Letter of Intent

Re: Extended Tours

The parties agree to meet within 120 days of ratification in order to discuss the introduction of a model agreement on extended tours.

For the Hospitals:



For the Union:

