

MEMORANDUM OF SETTLEMENT

Between

THE PARTICIPATING HOSPITALS

And

CUPE

In accordance with the terms of the Memorandum of Conditions for Joint Bargaining signed June 16, 2017, the Central Negotiating Teams representing the Participating Hospitals and the Participating Locals of CUPE, hereby agree to recommend to their respective principals for ratification, the following terms and conditions (attached) as full and final settlement of all central matters at issue.

Except as noted otherwise, all terms and conditions set out herein (attached) will be effective upon the date of ratification. This Memorandum will be ratified as soon as practicable and in any event no later than May 31, 2018.


Incorporated in this settlement are:

- Appendix 1 – Summary for Information Purposes
- Appendix 2 – Agreed to Language

Except where specifically noted, the parties agree to the status quo as currently exists in the expiring CUPE collective agreements. All proposals not specifically referenced in this Memorandum of Settlement are withdrawn.

Dated this 22nd day of April, 2018, at Toronto

For the Union:

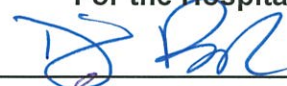


Sharon Riches


Flavie
Silena Haltingworth

Thomas
Colin
Janet Gith


For the Hospitals:



A. Bea
N. Shaw



C. J. B.



Judy Bauri

Maggie Jewell

APPENDIX 1

Summary of Monetary Items for Information Purposes

Retroactivity:

Any retroactivity owing will be paid within three full pay periods of the date of ratification.

Wage Increases

1.4% effective September 29, 2017
1.4% effective September 29, 2018
1.6% effective September 29, 2019
1.65% effective September 29, 2020

APPENDIX 2

ARTICLE 19.04 – VIOLENCE (NEW)

The hospital and the union agree that they have a shared goal of a workplace free of violence.

To that end, the local parties will determine appropriate solutions to promote health and safety in workplaces, including, but not limited to:

- Violence in the Workplace (include Verbal Abuse)
- In particular, the local parties will consider appropriate measures to address violence in the workplace, which may include, among other remedies:
 - i) Electronic and visual flagging;
 - ii) Properly trained security who can de-escalate, immobilize and detain / restrain;
 - iii) Appropriate personal alarms;
 - iv) Organizational wide risk assessments assessing environment, risk from patient population, acuity, communication, and work flow and individual client assessments; and
 - v) Training in de-escalation, “break-free” and safe immobilization / detainment / restraint.

“Workplace violence” means,

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, and
- (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Amend Article 12.06(A)&(B) and 12.07(A)&(B) –Pregnancy and Parental Leave, as follows:

12.06(A) – Pregnancy Leave

- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the ~~first two (2)~~ **one (1)** 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.

...

- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Hospital of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

In addition to the foregoing, the Hospital will pay the employee ninety-three percent (93%) of her normal weekly earnings during the ~~first two (2)~~ **one (1)** 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.

...

12.07(A) - Parental Leave

- (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 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ~~ten (10)~~ **eleven (11)** 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.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

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)~~ **one (1)** 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)~~ **sixty-one (61)** weeks after the parental leave began, if the employee also took pregnancy leave, and ~~thirty-seven (37)~~ **sixty-three (63)** 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)~~ **sixty-one (61)** weeks after the parental leave began, if the employee also took pregnancy leave, and ~~thirty-seven (37)~~ **sixty-three (63)** weeks after the parental leave began otherwise, while the employee is on parental leave.

12.07(B) – Parental Leave

- (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)~~ **eleven (11)** 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.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental

Unemployment Benefit payable by the Hospital will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the *Employment Insurance Act*.

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)~~ **one (1)** 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)~~ **sixty-one (61)** weeks after the parental leave began, if the employee also took pregnancy leave, and ~~thirty-seven (37)~~ **sixty-three (63)** 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)~~ **eleven (11)** weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.

Add new Article 5.02(b)

Subject to maintaining superior conditions

5.02(b) The Hospital will provide the Union with the current mailing address and phone number(s) it has on record of all members of the bargaining unit twice a year in electronic form.

Amend Article 9.01 as follows:

- 9.01 A new employee will be considered on probation until he has completed ~~forty-five (45)~~ **sixty (60)** days of work (or ~~337.5~~ **450** hours of work for employees whose regular hours of work are other than the standard work day), within any twelve (12) calendar months. Upon completion of the probationary period he shall be credited with seniority equal to ~~forty-five (45)~~ **sixty (60)** working days. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The release or discharge of an employee during

the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons which are arbitrary, discriminatory, in bad faith, or for exercising a right under this Agreement.

Amend Article 9.04(d) as follows:

9.04(d) Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits*, or a disability in accordance with the *Human Rights Code*.

Amend Article 9.15 as follows:

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.
 - (b) Employees are encouraged to raise their concerns with the immediate supervisor **within forty-eight (48) hours**. In the event that **within ten (10) calendar days**, the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may, **within forty-eight (48) hours**, submit their concerns in writing (with a copy to their immediate supervisor) to either the Joint Health and Safety Committee (as constituted under the collective agreement's local appendix) or the Labour Management Committee (as constituted under Article 6.02) through their union representative **using the template workload complaint form attached at appendix -**. **This form may be modified by mutual agreement of the local parties.**
-

Amend Article 9.16 as follows:

- (b) Employees are encouraged to raise their concerns with their immediate supervisor within forty-eight (48) hours.
- (c) Upon receipt of a response from the supervisor within five (5) working days, if the employee or group of employees in (b) above are not satisfied, the employee or group of employees may, within forty-eight (48) hours, submit a **workload complaint form (attached at appendix -)** ~~their concerns in writing~~ to the Chief Nursing Officer, **with a copy to the Union**. A meeting shall be held within thirty (30) days of a request from the employee or group of employees, who may be accompanied to this meeting by a Union

representative. The Chief Nursing Officer will respond in writing to the employee, or group of employees, with a copy to the Union if applicable, within fifteen (15) days.

Add new LOU as follows:

NEW Letter of Understanding re: Workload Complaint Form

The Central Bargaining Committees for the Ontario Hospital Association and the Canadian Union of Public Employees will establish a joint working group to develop a workload complaint form for Registered Practical Nurses. This committee will meet within thirty (30) days of ratification and complete its work within ninety (90) days of ratification. In the event the parties cannot agree on forms, Arbitrator Kaplan will hold a hearing and make a decision on an expeditious basis. These forms will then be attached to the Collective agreement.

12.03(C) LEAVE FOR OCHU PRESIDENT, ~~AND SECRETARY-TREASURER, AND FIRST VICE-PRESIDENT~~

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,~~ **or the First Vice-President 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.

Appendix - : Non-RPN Workload Complaint Form

N.B. All sections of the form **must** be completed prior to submission for review.

The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.

SECTION 1: GENERAL INFORMATION

Name(s) of Employee(s) Reporting (Please Print)

Unit/Area/Program: _____ Site/Location: _____

Date of Occurrence _____ Time of Occurrence: _____

Shift Length: 7.5 hr. 11.25 hr. Other _____

Name of Manager/Supervisor: _____ Time Notified: _____

Date Form Submitted to Employer: _____

SECTION 2: WORKING CONDITIONS

In order to effectively resolve workload issues, please provide detail about the working conditions at the time of the occurrence by providing the following information:

Type of Work Being Performed (please describe)

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

If there was a shortage of staff at the time of the occurrence, please provide details about why there was a shortage:

SECTION 3: DETAILS OF OCCURENCE

Is this an: Isolated Incident Ongoing Problem (*Check One*)

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/work assignment below, including what happened, how the assignment was inconsistent with quality patient care and/or created an unsafe work environment, where the incident happened.:

SECTION 4: REMEDY

a) At the time the workload issue occurs, discuss the issue within the unit/area/program to develop strategies to meet patient care needs. Provide details of how it was or was not resolved:

b) Failing resolution at the time of the occurrence, seek immediate assistance from your immediate supervisor/manager who has responsibility for timely resolution of workload issues. Discussion details:

c) Was it resolved Yes No

Provide details of how it was or was not resolved:

SECTION 5: RECOMMENDATIONS

To correct this problem, I/we recommend:

SECTION 6: EMPLOYEE SIGNATURE(S)

Signature: _____

Date: _____

Phone #: _____

Email: _____

Signature: _____

Date: _____

Phone #: _____

Email: _____

Signature: _____

Date: _____

Phone #: _____

Email: _____

Signature: _____

Date: _____

Phone #: _____

Email: _____

SECTION 7: MANAGEMENT COMMENTS

The manager (or designate) will provide a written response to the individual(s) with a copy to the Bargaining Unit President. Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable:

Wages

- 1.4% effective September 29, 2017
- 1.4% effective September 29, 2018
- 1.6% effective September 29, 2019
- 1.65% effective September 29, 2020

Letters of Understanding

Letter of Understanding Re: Introduction of HOODIP to Hospitals with Accumulated Sick Leave Plans – *RENEW*

Letter of Understanding Re: HOODIP – *RENEW*

Letter of Understanding Re: Voluntary Part-Time Benefits – *RENEW*

Letter of Understanding Re: RPN Rates – *RENEW*

Memorandum of Agreement Re: Benefits Review Committee – *RENEW*

Letter of Understanding Re: Lump Sum Payment – *DELETE*

Letter of Understanding Re: Grievances Related to Article 3.02 - *RENEW*