

HPD Central Negotiations - Agreed Issues

Article 3.02:

3.02 It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, sexual orientation, marital status, age, record of offences, same-sex partnership status, family status or disability or any other factor which is not pertinent to the employment relationship.

Article 3.04

3.04 The Hospital and the Union recognize their joint duty to accommodate employees in accordance with the provisions of the *Ontario Human Rights Code*.

Article 6.03(c)(ii):

(ii) Where the employer requires employees to maintain membership in a professional association, the requirement for such membership and for payment thereof, may be the topic of local negotiations, as described in the Memorandum of Conditions for Joint Bargaining.

ARTICLE 7 - JOINT HEALTH & SAFETY COMMITTEE

7.01 It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees, and employees shall attend required health and safety training sessions.

7.02 Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees.

NOTE: Where there are multiple sites, the Local Parties are referred to Article 27 (Multi-site Language) to determine Local Applicability of Health & Safety Committee structure.

7.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.

7.04 It is understood that consultation on issues of mutual concern will occur between the Joint Health and Safety Committee and Infection Control.

7.05 The Hospital agrees to co-operate in providing necessary information to enable the Committee to fulfil its functions.

7.06 Meetings shall be held every second month or more frequently at the call of a co-chair, when requested. The Committee shall maintain minutes of all meetings and make the same available for review.

7.07 Any representative appointed or selected in accordance with 7.02 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Joint Health and Safety Committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:

- a) one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- b) such time as is necessary to attend meetings of the committee; and
- c) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(26), 9(27), and 9(31) of the Occupational Health and Safety Act R.S.O. 1990 as amended up to and including 1998.

A member of a committee shall be deemed to be at work during the times described above and the member's employer shall pay the member for those times at the member's regular or premium rate as may be proper.

7.08 The Hospital will ensure that there is one (1) OPSEU member certified, as described in the Occupational Health and Safety Act R.S.O.1990, as amended up to and including 1998 among the OPSEU bargaining unit(s) at the Hospital. Such member on the committee will be selected or appointed by the Union. All issues relating to salary and costs associated with obtaining certification shall be in accordance with article 14.06.

7.09 The parties agree that the following items are appropriate for discussion at committee meetings:

- Proposed changes to diagnostic or medical machines and equipment that will impact the health and safety of employees;
- The nature, content and duration of health and safety training programs for employees;
- The use of personal protective equipment by employees;

The committee may, in addition to the above, discuss other items relating to the health and safety of employees.

7.10 At committee meetings the Hospital shall provide the committee with a summary of all lost-time claims, health care claims, occupational disease claims, reports on accidents and critical or fatal injuries. In addition, all relevant government directives and orders shall be provided to the committee. The committee shall review this information and propose methods of reducing the number of injuries or accidents.

7.11 This section does not apply to a worker

- (a) when a circumstances described below is inherent in the workers' work or is a normal condition of the worker's employment; or
- (b) when the worker's refusal to work would directly endanger the life, health or safety of another person.

A worker may refuse to work or do particular work where he or she has reason to believe that,

- (a) any equipment, machine, device or thing the work is to use or operate is likely to endanger himself, herself, or another worker,
- (b) the physical condition of the workplace or the part thereof in which he or she works or is to work is likely to endanger himself or herself; or
- (c) any equipment, machine, device or thing he or she is to use or operate or the physical condition of the workplace or the part thereof in which he or she works or is to work is in contravention of the Occupational Health and Safety Act or the regulations and such contravention is likely to endanger himself, herself or another worker.

7.12 A worker who is required by the hospital to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the worker shall participate in such instruction and training.

7.13 The committee shall participate in all inquiries and investigations pursuant to the Occupational Health and Safety Act. The co-chairs* will determine the appropriate member or members who will participate in the investigation. If neither co-chair is available, the most appropriate committee member will be designated to participate in the investigation. In determining the appropriate member or members who will participate in the investigation, the parties recognize the interests of an OPSEU representative being involved in an investigation that involves an OPSEU bargaining unit member.

*NOTE: If there is only one co-chair available, he or she will determine who will participate in the investigation.

7.14 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

7.15 Hepatitis B Vaccine

Where the Hospital identifies high-risk areas where employees are exposed to Hepatitis B, the Hospital will provide, at no cost to the employees, a Hepatitis B vaccine.

7.16 **Influenza Vaccine**

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employees shall, subject to the following, be required to be vaccinated for influenza.
- (b) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (c) Hospitals recognize that employees have the right to refuse any required vaccination.
- (d) If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (e) If an employee refuses to take the vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (f) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- (g) Notwithstanding the above, the Hospital may offer the vaccine on a voluntary basis to an employee free of charge.
- (h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

Article 8.16 (3):

- 3) By mutual agreement, the parties at the local level can create a list of arbitrators.

Article 10.01

Newly hired employees shall be considered to be on probation for a period of **ninety (90)** tours worked from date of last hire (**675** hours of work for employees whose regular hours of work are other than the standard work day). If retained after the probationary period, the employee shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary employee and the President of the Local Union or his designate, such probationary period may be extended.

It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours of work for employees whose regular hours of work are other than the standard work day) worked or such lesser period as may be agreed by the parties. The release of a probationary employee shall not be the subject of a grievance or arbitration.

ARTICLE 13 - JOB POSTING, PROMOTION AND TRANSFER

Employees in bargaining units at the Hospital represented by OPSEU selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy, **unless the start of the new assignment is after the expiration of the existing assignment.** Upon completion of the temporary vacancy, the bargaining unit employee will be returned to his former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.

Article 13.11

- 13.11 From time to time the job duties or scope of a bargaining unit position(s) may change in such a way as to represent a developmental opportunity, a specialization, or a broadening of duties for a limited number of employees within a department (or appropriate work unit), without increasing the complement of employees in the department.

When this occurs, the Hospital shall post this opportunity in the form of an information notice in the relevant department(s) for a

period of at least seven (7) calendar days. A copy of the posted notice will be sent to the Local President or designate within the aforementioned seven (7) calendar days. Employees wishing consideration for these opportunities must express their interest, in writing, within the 7 day period referenced herein.

The Hospital shall consider employees for these opportunities on the basis of skill, ability, relevant qualifications and seniority. Notwithstanding the above, **in order to address operational requirements and efficiencies and to distribute the opportunities amongst eligible employees**, the final decision for selection will be at the discretion of the hospital.

If requested, the Hospital will discuss with unsuccessful applicants reasons why they were not chosen for the opportunity.

Article 21.03

21.03 The parties agree that the issue of education on the topics of accommodation and modified work are appropriate agenda items for the Labour Management Committee.

Article 29.03 Job Sharing Arrangements

29.03 Where the Hospital and the Union agree, job sharing arrangements may be entered into between the parties on a local level. Job sharing is defined as an arrangement whereby two employees share the hours of work of **what would otherwise be** one full-time position. Subject to the provisions of Article 11, the position involved in the job sharing arrangement will be maintained as a full-time position in the Hospital's staffing complement.

Article 30 Emergency Situations – Local Consultation

30.01 Emergency Situations – Local Consultation

The parties agree to develop and establish a local consultation process to deal with future emergency situations of an unexpected nature that challenges the Hospital's ability to deliver safe health care and requires a temporary change to the Hospital's normal operating procedures. Such consultation shall include, but is not limited to, issues of redeployment and reassignment of staff (including voluntary reassignment of staff), planning of additional sessions of consultation, personal protective equipment, and

the temporary waiver of terms of conditions of the collective agreement, as agreed to by the parties.

There shall be no loss of earnings, service or benefits for committee members attending the committee meetings. The total number of committee members shall be established at the local level.

Letter of Understanding
Temporary and Casual Employees

November 3, 2004

The parties agree that while definitions remain a Central issue, for the purposes of this round the parties at the local level may negotiate definitions for temporary and casual employees.

Signed in Toronto this 5th day of November, 2004

For the Union

M.Beall
Y. P. Shank

For the Hospital

A.M. Pesce
Anne Mandino

Letter of Understanding
Safety Engineered Sharps

November 3, 2004

The parties agree that it is desirable to reduce sharps injuries and direct the parties at the local level to discuss the introduction of safety engineered sharps.

Signed in Toronto this 5th day of November, 2004

For the Union

M. Beall
Y. P. Shank

For the Hospital

A.M. Pesce
Anne Mandino