

## **ESSENTIAL SERVICES AGREEMENT**

**Between**



**And**

### **Manitoba Association of Health Care Professionals**

The Parties, in accordance with the Manitoba Essential Services (Health Care) Act (“the Act”), acknowledge the requirement of an Essential Services Agreement so as to ensure the continued provision of essential health services in the event of a work stoppage.

In the negotiation of said Essential Services Agreement the Parties do hereby mutually agree to the following principles:

1. The principles of the Umbrella Agreement dated July, 2008, the content of which is attached as Appendix A to this document, will be supported by both parties and subject to any changes occasioned by the Act will define the principles under which this Essential Services Agreement will be negotiated.

These principles include but are not limited to the following;

- During a work stoppage, the full range of services and care will not continue
- Essential services will continue and will be “a service duty or function that is necessary to enable an employer to prevent or limit
  - (a) loss of life;
  - (b) serious harm or damage to, or deterioration of, the mental or physical health of one or more persons; or
  - (c) serious harm or damage to, or deterioration of, property required in the performance of an essential service.”
- The Employer will take all necessary steps to ensure that activities requiring the provision of essential services be curtailed to as great a degree as possible.

2. Subject to any changes occasioned by the Act, the principles and work functions set forth in the Provincial Paramedical Essential Work Functions of the document dated March 28, 2002, the contents of which is attached as Appendix B to this document, will be supported by both parties. References in Appendices A and B to “life and limb” are understood to now refer to the definition of Essential Services in the Act, as set out in paragraph 1 above.

Employees working during a work stoppage will perform all essential work functions as listed.

The Employer will not request or require these employees to perform any work functions that are not essential, except as may be required in an emergency situation as per # 7 or in the circumstances referenced in Appendix B under “General Principles” when the delay of non-Essential Services create Life and Limb situations for clients.

3. For each unit, department, program or location, Appendix C identifies the number of staff within each specific classification and the time that they will be required to work in the unit, department, program or location and perform the essential work functions during a work stoppage. Upon written notification of a work stoppage, the Employer will provide relevant and accurate employee information including current status (e.g. actively working, on LOA, or employees with restrictions) and contact information to the Union within 48 hours.

These staffing numbers have incorporated the relevant principles of the Umbrella Agreement (Appendix A) as follows:

- *Managerial and other non-union employees are to be taken into account in the provision of services and/or functions in support or provision of essential functions (recognizing that the “provision” of essential functions by managerial and other non-union employees may not be practical in some circumstances).*
- *The scope of volunteer and contracted out services shall not be extended.*
- *The Employer will not hire additional persons to perform work normally performed by employees involved in a work stoppage.*

The Employer will be responsible for the assigning of staff to the schedule set forth in Appendix C unless otherwise agreed between the Union and the Employer.

Where a need is identified in accordance with #5, #6, or #7, the Employer shall assume responsibility for securing sufficient additional staff to adequately address the need. The Union shall assist to the extent required by the Employer. The details of the scheduling arrangements between the parties will be documented and will be included as Appendix E attached to this agreement. This plan will also include a mechanism for ongoing communication between the Union and the Employer to address any scheduling issues that may arise during the work stoppage as well as the agreed upon staffing levels. Where the parties were unable to accurately anticipate the staffing requirements during the work stoppage, adjustments to those staffing levels can be addressed during the course of the work stoppage. The parties commit to consider reasonable requests to adjust the agreed to staffing levels during the work stoppage.

The parties will agree that where a staff need has been mutually agreed for a specific shift, that a single staff member will be assigned for each specific shift in its entirety so as to ensure effective delivery of essential work functions during the work stoppage.

The Union will ensure that adequate staff report for all shift requirements as per the negotiated staffing levels in Appendix C. If a staff member is ill or otherwise legitimately unable to report for their shift during a work stoppage, the parties will have a designated process for said employee to follow in terms of notifying the Union/Employer so that arrangements can be made for alternate staff to be assigned to work the shift in question.

The Union and the Employer will mutually agree on communication that will be distributed to all employees in advance of the work stoppage to ensure that all employees understand their obligations in relation to scheduling including but not limited to:

- reporting for assigned shifts on time;
- reporting within the prescribed time limits when placed on “standby”;
- completing all essential work functions when on duty;
- proper protocol for calling in when ill; and
- accepting calls from the Employer when on standby and required to report to work as a result of an unanticipated increase in essential service demands or an emergency situation and reporting for work as requested.

4. During a work disruption, staff that will be assigned to work in a specific classification, must be competent, fit to perform all of the required essential work functions, and be listed in Appendix D as pre-determined by the Parties.

To ensure that staffing assignments made during a potential work stoppage meet these requirements, Appendix D reflects a listing of current employees and the classifications and the department, unit or program that they are competent to function in during a potential work stoppage.

5. Where there is a limited ability to determine the potential volume or frequency of a specific essential work function that will need to be performed, staff will be identified as being on “standby” or on “immediate standby” for unanticipated increases in essential service demands.

These “standby” or “immediate standby” requirements are included in the staffing requirements identified in Appendix C.

Where a need is identified, a “standby” or “immediate standby” employee must be available to report to the workplace after being contacted by the Employer and/or the Union, in accordance with the process and timeframes negotiated between the parties.

For example:

At a large urban tertiary care facility, an ESA could include definitions as follows:

“Standby” - shall mean an employee assigned to attend at the facility as soon as called.

“Immediate Standby” - shall mean an employee assigned to be standing by (either on the picket line or at strike headquarters) and to be available for episodic emergency response calls within five minutes.

At a smaller facility, rural PCH for example, the ESA could include the following definitions:

“Standby” - shall mean an employee assigned to attend at the facility within 20 minutes of being called.

“Immediate Standby” - shall mean an employee on site waiting in Room XX, who can be immediately assigned or an EMS employee who must have the ambulance on route within X minutes of the call.

6. Upon identification of an unanticipated increase in essential service demands, additional staff will be assigned in accordance with # 3, # 4 and # 5 above.

The employees will report to the workplace within the time frames identified in # 5 above.

7. Where an emergency situation arises that cannot be responded to safely and effectively by the limited number of essential services staff available, the designated Employer representative will immediately contact the Union to advise of the employees that are needed to appropriately respond to the emergency situation. Such employees will report for work in accordance with the communication distributed as per # 3.

At no time will employees refuse or delay in responding to an emergency staffing request from the designated contact person.

The Union Staff Representative or designate will be contacted in accordance with # 8 in relation to the number and classification of employees that were required to respond to the emergency situation.

If necessary, the Union commits to assisting the Employer in contacting employees that are needed to appropriately respond to the emergency situation.

8. The initial notification to the Union will be verbal and will also include information as to the nature of the emergency, the additional functions, if any, that the additional employees will be required to perform that are not part of the essential work functions agreement, any other measures that the Employer has also put into place to address the emergency, and the anticipated duration of the emergency for which the additional staff will be required.

The initial verbal notice to the Union will be followed up within 24 hours with written confirmation to the Local Union President which shall also be copied to the Union Representative and the Director, Labour Relations Secretariat.

If the Union questions the validity of either the emergency situation or the additional staffing that has been identified as being required, this issue will be addressed through Section 10 of the Act.

9. Where a dispute arises in relation to the initial or subsequent negotiation of this Essential Services Agreement or the Appendix C staffing levels, and the parties are unable to resolve the dispute, the matter will be referred to an arbitrator or an arbitration board which will meet within the time lines as specified within the Act. (Bill 32 - Section 7).

If a single arbitrator is used, the parties hereby confirm the following individuals to be acceptable to the parties as a single arbitrator:

[Redacted]

If a board is used -

The Employer hereby nominates the following individuals one of which will serve as the Employer's nominee.

[Redacted]

The Union hereby nominates the following individuals one of which will serve as the Union's nominee.

[Redacted]

The Parties hereby confirm the following individuals to be acceptable to the Parties as chair of this arbitration board as identified above:

[Redacted]

- 10. Where a dispute arises during the application and implementation of an Essential Services Agreement, including subsequent unanticipated increased needs for staff or emergency situations which have occurred, any and all disputes will be referred a single arbitrator or to the board identified below to be heard within twenty-four (24) hours of referral and a decision rendered as quickly as possible but in no event longer than forty-eight (48) hours from the date of referral. The Parties will pre-determine whether a single arbitrator or an arbitration board will be used.

If a single arbitrator is used, the Parties hereby confirm the following individuals to be acceptable to the Parties as a single arbitrator:

[Redacted]

If a board is used –

The Employer hereby nominates the following individuals one of which will serve as the Employer's nominee.

[Redacted]

The Union hereby nominates the following individuals one of which will serve as the Union's nominee.

[Redacted]

The Parties hereby confirm the following individuals to be acceptable to the Parties as chair of this arbitration board as identified above:

[Redacted]

*(Note - The Parties may determine the use of a single arbitrator for both # 9 and # 10, or use a single arbitrator for # 9 and board of arbitration for # 10 or vice versa, or a board for both # 9 and # 10.)*

11. The Parties agree to commence the negotiation of an Essential Services Agreement in accordance with Section 6(1) of the Act.
12. This Essential Service Agreement once concluded, whether by mutual agreement or through a binding dispute resolution arbitration process, is binding on both Parties, and all of their representatives, and all employees.
13. This Essential Services Agreement remains binding and in effect on both Parties unless it is terminated in accordance with # 14 below.
14. In order to ensure that the Essential Service Agreement between the Parties accurately reflects existing departments, programs and staffing changes, this agreement will need to be updated in the future.

Either party may serve notice to the other party of a desire to terminate this agreement and to renegotiate a new one in accordance with the Act.

- (a) at least 12 months before their collective agreement expires; or*
- (b) within 30 days after entering into a collective agreement, if that agreement has a term of less than 13 months.*

Such notice shall be served in writing only. The negotiation of a new Essential Services Agreement shall commence within 30 days of said notice being received.

15. In accordance with the Act (Bill 32 Sections 12.1 and 12.2), the Parties agree to provide a minimum of seven (7) calendar days written notice prior to the commencement of a planned work stoppage.
16. Wages, benefits, dues, levies and all other applicable remuneration for work performed pursuant to the Essential Services Agreement will be in accordance with the last collective agreement

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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**For MAHCP:**

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## **Appendix A**

Consensus Reached between the Parties on this Document Nov. 7/01

### The Negotiation of "Essential Services Agreements"

#### **PURPOSE**

The purpose of this document is to set out a process for the voluntarily negotiation of "Essential Services Agreements" (ESAs).

#### **PREAMBLE**

It is recognized that the definition of "Essential Services" is set out in the current "Essential Services Act of Manitoba (the Act) – and - that such definition will continue to apply - unless and until such definition is changed by the Province.

It also is recognized that the process of negotiating "ESAs" will be considered as exploratory and without prejudice until such time as the Parties may be in a position to create and endorse an operative ESA(s).

#### **THE PROCESS**

The process for the negotiation of "Essential Services Agreements" (ESAs) is made up of 3 Stages - as follows:

##### I - Stage 1 - The Establishment of "General Principles":

- Stage 1 is the stage in which "General Principles" - for negotiating "Essential Services Agreements (ESAs)" - were established by the Parties;
- "General Principles" are the foundation or guidelines upon which the parties will voluntarily negotiate ESAs; and
- The "general principles" (as established) - are set out in this document.

##### II – Stage 2 - The Identification and Negotiation of "Essential Work Functions":

- Stage 2 is the stage in which "Essential Work Functions", as they apply to ESAs, will be identified and negotiated (on a sectoral basis) by the Parties; and
- "Essential Work Functions" will be identified / negotiated in accordance with the "general principles" set out herein. .

##### III. Stage 3 - ESAs - The Application of "Essential Functions" and Other ESA Provisions to Employers/Facilities:

- Stage 3 is the stage in which the "Essential Functions" (as identified / negotiated as per stage 2) and other ESA provisions will be applied to individual participating Employers/Facilities;
- The result of stage 3 will be Essential Services Agreements (ESAs); and
- The application of "Essential Functions" and other ESA provisions to individual Employers/Facilities will be carried out in accordance with the "general principles" set out herein.

#### **THE PARTIES**

The Parties to this process are: Health Care Employers forming the Regional Health Authorities of Manitoba and various Health Care Unions (unions to be listed later).

##### I           Stage 1 General Principles

The "general principles", applicable to this process, are as follows:

1. The Parties agree to bargain in good faith and make every reasonable effort to conclude Essential Services Agreements (ESAs).
2. Discussions between the Parties will be facilitated by Mr. Lloyd Schreyer, Secretary, Compensation Committee (Cabinet).

General Principles - as they apply to - ESAs

3. The Parties agree to meet within twenty-four (24) hours of the commencement of a strike or lockout and on a regular recurring basis thereafter with a view to resolving the dispute and finalizing a new Collective Agreement.
4. Wages or applicable remuneration for work performed pursuant to an Essential Services Agreement, during a strike, shall be payable in accordance with the last Collective Agreement in effect.
5. Applying the definition referenced within the Preamble - for the purposes of this process - the Parties agree, that during a work stoppage, the full range of services and care normally provided (in non-work stoppage circumstances) will not continue, and only those services and care, which if not provided would endanger life or limb, will continue.

To that end, and to the extent reasonably possible, the Employer will take all necessary steps to ensure that activities requiring the provision of essential services be curtailed to as great a degree as possible.

II Stage 2 General Principles as they apply to "The Identification and Negotiation of "Essential Work Functions" and ESAs"

6. The Parties will organize on a sectoral basis (support, paramedical, trades, nursing, etc.) for the purpose of identifying and negotiating "Essential Work Functions".
7. Following from Clause # 5 - all such essential services to be carried out during a work stoppage, will be determined on the basis of "Essential Work Functions" (or "essential functions") and not on the basis of designating individual employees or classifications.
8. Essential work functions, by way of negotiation, will be identified and standardized, to the greatest degree possible within bargaining unit sectors (support, paramedical, trades, nursing, etc.) with due regard for special circumstances that may exist and arise.
9. With respect to clause #s 7 & 8, if the Parties cannot negotiate a settlement on standardized work functions, the matter will be referred to a 3 Person Panel:
  - 1 Nominee - chosen by the Employer;
  - 1 Nominee- chosen by the Union; and
  - A Chairperson - appointed by the Parties or by the Manitoba Labour Board;

The Panel will hear the dispute in question, no later than sixty (60) days prior - to the expiry of a Collective Agreement and the Panel will render its binding decision – no later than thirty (30) day prior to the expiry of the respective Collective Agreement

A Panel, at its' discretion, may utilize qualified health care resources for advice.

10. Essential Work Functions - as determined in accordance with Stage 2 - Will apply to all Individual Employers/Facilities- who choose to participate in Stage 3.

III Stage 3 General Principles as they apply to The Application of "Essential Work Functions" and Other ESA Provisions to Individual Employers/Facilities

11. Following completion of Stage 2 - and based on the establishment of "Essential Work Functions" determined in accordance with Clause #s 6 through 10 - the bargaining agent(s) and respective participating Employer(s) will meet to apply the Essential Work Functions and other ESA provisions to the individual Employers/Facilities including the determination of the numbers of employees required for each function at any one time - together with the required hours of work for the individual(s) assigned.

12. If the Parties cannot negotiate a settlement to the ESA staffing numbers, the matter will be referred to a 3 Person Panel:
- 1 Nominee - chosen by the Employer;
  - 1 Nominee - chosen by the Union; and
  - A Chairperson - appointed by the Parties or by the Manitoba Labour Board;

The Panel will hear the dispute in question, no later than sixty (60) days prior - to the expiry of a Collective Agreement and the Panel will render its binding decision – no later than thirty (30) day prior to the expiry of the respective Collective Agreement

A Panel, at its' discretion, may utilize qualified health care resources for advice.

13. Essential Services Agreements will provide that during a work stoppage, qualified staff from each bargaining unit will report to work in order to ensure that essential work functions are maintained.
14. The respective Union (subject of clause 15) shall assign employees to provide essential work functions selected from among the employees considered competent to perform such work functions from the bargaining unit from the ordinary day to day staffing of the unit or department.
15. Union Assignment of employees will not be possible or practical in all Service sectors. Therefore, Employer assignment of employees will occur in Home Care, Community Care and Mental Health - where continuity of care is required or where the assignment of the employee requires the knowledge of protected personal health information (e.g.: FIPPA or PHIA).
16. Consistent with the Union's assurance of performing such essential services during a work stoppage, and conditional thereon, the Employer shall not:
- Hire additional persons to perform work normally performed by employees involved in a work stoppage;
  - Allow bargaining unit employees to work unless designated essential; or
  - Utilize non-employees to perform work of employees who are otherwise legitimately withholding their labour as a result of the work stoppage.
17. With respect to clause # 16:
- Managerial and other non-union employees are be taken into account in the provision of services and/or functions in support or provision of essential functions (recognizing that the "provision" of essential functions by managerial and other non-union employees may not be practical in some circumstances); and
  - The scope of volunteer and contracted out services shall not be extended.
18. In order for Essential Services in a strike situation to be determined on a "work function" basis, designation by the Employer may take place only on an episodic and emergency basis during the course of a work stoppage.

This will allow Employers to address circumstances unforeseen at the time of the formulation of the Essential Services Agreement, which may require the provision of additional essential services only on an episodic and emergency basis.

19. Any dispute arising from application of clause # 18 will be referred to the Dispute Panel provided for in clause # 12.
20. If a dispute arises during the application and implementation of an Essential Services Agreement, any and all disputes will be referred to the same Panel provided for in clause # 12 to be heard within twenty-four (24) hours of referral and a decision rendered as quickly as possible but in no event longer than forty-eight (48) hours from date of referral,
21. The result of stage 3 will be Essential Services Agreements (ESAs).



## **Appendix B**

### Provincial Paramedical “Essential Services”

The Health Care Employers and the Unions / Associations representative for the Paramedical sector have developed the attached list of functions as being essential in the event of a legal strike of employees who would be in a Paramedical bargaining unit as defined by the Manitoba Labour Board.

Due to the fact that a final determination of the classifications in a Paramedical unit has not been determined, the Employers and Union / Associations reserve the right to table further additional classifications / functions subject to the composition of a Paramedical unit being finalized by the Board. (See appendix I for current classifications.

The parties reserve the right to table additional functions as maybe identified.

The essential Paramedical functions listed and their application may vary from facility to facility and location to location.

#### General Principles:

The Parties agree that during a work stoppage, the full range of services and care normally provided (in non-work stoppage circumstances) will not continue, and only those services and care, which if not provided would endanger life or limb will continue.

It is recognized that the delay of non-essential services may, in some instances create Life and Limb situations for some clients and may result in increased staffing.

#### Assumptions:

Acute care facilities will implement services reduction plans to ensure that:

- Patients will only be referred to Manitoba Health care providers if their condition is Life and Limb;
- Routine and elective tests will be cancelled;
- Departments will provide essential services to all remaining Life and Limb inpatients and outpatients

Facilities providing Long Term Care will implement service reductions based on the following principles:

- Residents currently residing in facilities providing long term care have no satisfactory alternative option for the delivery of their care requirements.
- New residents will only be admitted when there is no satisfactory way to continue meeting their needs in the community-based setting
- For all residents of long term care facilities, services deemed not to be essential for the care of the patient, or services which could be delivered less frequently without serious repercussions to the well-being of the patient will be discontinued or delivered less frequently
- Services deemed to be essential for the care of the patient will be provided to all residents/clients without interruption or delay.

#### Community agencies:

Recognizing that the delay of non-essential services may, in some instances create Life and Limb situations for some clients and may result in increased staffing, employers will implement service reduction plans to ensure that:

- Service in the community will be provided to new and existing clients on a Life and Limb basis only
- Services deemed to be routine and/or elective will be cancelled.

## **CARDIOLOGY**

Essential Cardiology Diagnostic Functions will include:

- Cardiology diagnostic exam/ tests, including but not limited to patient preparation and positioning, performance of exam / test, recording and documentation of exam/test and processing of test results.
- Duties necessary to ensure a safe and effective environment, including but not limited to equipment calibration, quality control, maintenance of equipment, maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function.

## **NEUROLOGY**

Essential Neurology Diagnostic Functions will include:

- Neurology diagnostic tests, including but not limited to patient preparation and positioning, performance of exam, recording and documentation of exam and processing of tracings.
- Duties necessary to ensure a safe and effective environment, including but not limited to equipment calibration, quality control, maintenance of equipment, maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function.

## **SLEEP LAB**

Essential Functions will include:

- Respirology (Sleep Lab) diagnostic exam/ tests, including but not limited to patient preparation and positioning, performance of exam / test, recording and documentation of exam / test and processing of test results.
- Duties necessary to ensure a safe and effective environment, including but not limited to equipment calibration, quality control, maintenance of equipment, maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function.

## **DIAGNOSTIC IMAGING**

Essential Functions will include:

- Diagnostic exams, including but not limited to patient preparation and positioning, performance of exam, recording and documentation of exam and processing of images.
- The handling, distribution, packaging and receipt of imaging reports in relation to Life and Limb functions.
- Duties necessary to ensure a safe and effective environment, including but not limited to equipment calibration, quality control, maintenance of equipment, maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function.

## **MEDICAL LABORATORY SERVICES**

Note: Referral Laboratories such as, but not limited to, HSC, St. Boniface, Cadham and Westman Regional Laboratory will continue to receive and process specimens from "Life" and "limb" patients from outside the facility.

(Includes all Chemistry, Hematology, Blood Bank, Microbiology, Serology, Immunology, Histology, Cytology, Molecular Diagnostics, Coagulation and Tissue Typing departments for all staff classifications)

Essential Functions will include:

- Providing laboratory services, including but not limited to patient phlebotomy (where applicable), performance of the tests, recording reporting and documentation of the results.
- The handling, distribution, packaging and receipt of specimens for analysis including documentation in relation to Life and Limb functions.
- Duties necessary to ensure a safe and effective environment, including but not limited to equipment calibration, quality control, maintenance of equipment, maintaining or notification of

supply inventories where it is determined that alternative non-union staff are not able to perform the function.

### **REHABILITATIVE / RECREATION / PROSTHETIC / ORTHOTIC**

Essential Functions will include:

- Direct patient care or functions that support patient care that if not performed may compromise respiratory or cardiovascular function, or lead to permanent disability or decline in function.
- Direct patient care related to care pathways, clinical pathways, care maps, etc.
- The essential duties performed to ensure safe therapy equipment and clinical practice including but not limited to equipment calibration, quality control, maintenance of equipment, maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function.

### **PHARMACY**

Essential Functions will include:

- Essential services shall be deemed to include the tasks and duties that are required to insure the supply of medications to all individuals who are treated as inpatients during the period of the labour dispute
- Essential services shall be deemed to include the tasks and duties that are required to insure the supply of medications to outpatients of the hospital during the period of the labour dispute, provided that such drugs are not available through alternative supply routes such as community pharmacies  
**(for pharmacists only)** Essential services shall be deemed to include the informational and clinical services that are required to insure that drug therapy safeguards are not compromised during the period of the labour dispute.

### **RESPIRATORY / ANAESTHESIA or related**

Essential functions will include:

The provision of services for in-patients admitted to a clinical program:

- patient preparation and/or positioning
- performance of tests, treatments or procedures
- recording, charting and/or documenting findings, recommendations and /or results
- communication of findings/results/recommendations to other members of the multidisciplinary team
- maintenance, calibration, set-up, application and monitoring of all necessary equipment
- maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function.
- performance of quality control procedures

The provision of Out-patient, Administrative, Research, and Educational services, if:

1. They are essential to prepare the patient for a procedure or intervention that cannot be deferred, e.g. Pulmonary Function Testing for a Life and Limb surgical work-up.
2. They are essential to maintain the patient/client in the community; e.g., outpatient blood gases for home oxygen approval, teaching for home ventilator support, troubleshooting equipment for Home Care patients.
3. They are essential to maintaining services to the in-patient population as defined in the aforementioned assumptions, e.g. Charge Respiratory Therapist arranging equipment for discharge with short-term oxygen therapy.

### **CANCERCARE**

Assumptions for all classifications:

- During a work stoppage, the full range of services and care normally provided will not continue, and only those services and care, which if not provided would endanger life or limb, will continue.
- Patients currently receiving radiation treatment and those who have already begun the pre-treatment processes will complete their course of treatments.

- Patients will only begin treatment if defined as Life and Limb in the event of a work stoppage of one week or less. Work stoppages of greater than one week require resumption of treatment processes for all patients due to adverse effects on treatment outcome.
- Services provided to both the above groups of patients will continue.

Classification specific Essential Services:

1. Mould Room Technicians

- Treatment accessory fabrication, patient education and preparation, fabrication processes, required documentation,
- Duties necessary to ensure safe and effective environment; quality control measures, maintenance of equipment, maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function.

2. Radiation Therapists pre-treatment

- The aspects of pre-treatment simulation and planning processes, education and preparation, simulation processes, planning processes essential documentation.
- The duties necessary to ensure safe and effective environment; plan checking, quality assurance measures and documentation, maintaining or notification of supply inventories where it is determined that alternative non union staff are not able to perform the function.

3. Radiation Therapists - Treatment

- The aspects of radiation treatments, patient education and preparation, treatment processes interventions, essential documentation.
- The duties necessary to ensure safe and effective environment; calculation checks, quality assurance measures and essential documentation, maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function.

4. Nuclear Electronics Technologists

- The aspects of maintenance and service of radiation therapy and nuclear medicine equipment, emergency repairs and ongoing maintenance required to utilize equipment.
- The duties necessary to ensure safe and effective environment; quality control measures, maintenance of equipment, maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function, essential documentation.

5. Medical Devices – Machinists and Design Technologists

- The aspects of service and maintenance of radiation therapy and nuclear medicine equipment and manufacture of specialized equipment.
- The duties necessary to ensure safe and effective environment; quality control measures, maintenance of equipment, maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function, essential documentation.

6. Physics Associates

- The aspects of output measurements and quality assurance of treatment units.
- The duties necessary to ensure safe and effective environment; quality control measures, maintenance of equipment, maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function, essential documentation.

7. Radiation Protection Officers

- The aspects of legislated radiation protection surveys and in-house RPO support and documentation of same to provide above service, that identified under diagnostic imaging, and other emergency services as required.
- The duties necessary to ensure safe and effective environment; quality control measures, maintenance of equipment, maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function, essential documentation.

## **COMMUNITY SERVICES (Mental Health, Home Care, Public Health) /EMS**

### **HOME CARE**

Essential Functions will include:

- (Dependent on the scope of services provided by the Home Care program) - Assessment of clients and co-ordination of direct service workers. If required to provide essential services the above would include recruitment and orientation to meet the needs of new clients.

Note: Case Co-ordinator essential functions should be cross referenced with nursing group, as this classification appears in both sectors

### **MENTAL HEALTH/PUBLIC HEALTH**

Essential Functions will include:

- Intake / Referral triage – Life and Limb referrals are addressed; Non-Life and Limb referrals are put on a waiting list or re-directed, and are advised to re-initiate contact if their status changes
- Coverage of any Crisis Lines
- To provide assessment services. Treatment / services for clients where psychosocial needs are Life and Limb. To provide essential documentation and communication with respect to the above.

### **EMERGENCY MEDICAL SERVICES**

Essential Functions will include:

- As it relates to EMS staff, emergent work shall be inclusive of all of the following:
- Receive and respond to initial dispatch, check in / arrive at work site, check equipment, respond to call, treat / transport the patient, return to worksite, restock as required, cleanup as required, paperwork / documentation as required

### **CLINICAL ENGINEERING**

Essential Service Functions will include:

- Services provided for equipment used in all operating rooms and / or anaesthetizing locations, as well as, equipment used in Labour & Delivery Rooms and Dialysis including equipment in support services departments that provide essential services to these patient care areas;
- Services provided for equipment used in all intensive care, intermediate care, step-down units, emergency rooms and dialysis, including equipment in support service departments that provide essential services to these patient care areas;
- Services provided for equipment used in the diagnosis and / or treatment of in-patients and / or out-patients deemed necessary by medical staff;
- Services provided for the support of life safety systems, in all areas of the facility; call systems, paging systems, patient wander systems, fire alarm systems, personnel security systems, etc.;
- Services provided under contract

### **E.M.A.T. / Rehabilitation Engineer Classifications**

Essential Service Functions will include:

- Maintenance of assistive technologies that enable a person to remain in their home and the lack of which would require them to be admitted to hospital, long term care facility or other institution;
- Development, manufacture and installation of assistive technologies required for a patient to be discharged from hospital or long term care facility

### **NUTRITION AND FOOD SERVICES**

Essential functions will include:

- Patient, resident or client care related to assessment, consultation, planning, implementation, and Life and Limb follow up and evaluation of the prescribed nutritional plans. Documentation of plan and plan outcome.
- Maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function
- Patient, resident, client care that if not performed will lead to permanent disability or decline in function as determined by the clinical care team

## **SOCIAL WORK / MENTAL HEALTH ACUTE / CHAPLAIN / CHILD LIFE AND RELATED CLASSIFICATIONS**

Essential functions will include:

- To provide assessment services. Treatment / services for patients where psychosocial needs are Life and Limb or for discharge planning purposes.
- To provide essential documentation and communication with respect to the above services.
- Coverage of any crisis lines

## **RESEARCH**

Essential services include:

- Required monitoring, supervision, document and reporting on patients who are a part of a sanctioned clinical trial.

## **OTHER CLASSIFICATIONS**

Essential functions will include:

- Direct patient care or services that support patient care that if not performed may compromise or lead to permanent disability or decline in function.
- Direct patient care related to care pathways, clinical pathways, care maps etc.
- The duties necessary to ensure safe and effective environment; equipment calibration, quality control, maintenance of equipment, maintaining or notification of supply inventories where it is determined that alternative non-union staff are not able to perform the function.

Signed this 28th day of March, 2002

Original document signed as follows  
Various employer  
representatives

IUOE  
MGEU  
CUPE  
UFCW

**Appendix C**

***Insert staffing requirement document here and label as Appendix C***

**Appendix D**

***Insert staffing here identifying areas or departments that employees are qualified to work in and label as Appendix D***



## **Appendix E – Scheduling Rules and Processes**

- i) The Employer will develop essential service staff rotations and provide said information to the union at least 72 hours prior to planned commencement of any job action.
- ii) The essential service staff rotations developed by the Employer will be in accordance with the agreed to or arbitrated essential services staffing numbers in Appendix C.
- iii) As per #4 in the Essential Services Agreement (ESA), staff who will be assigned to work in a specific classification, must be qualified, fit to perform all duties and appropriately orientated and be listed in Appendix D as pre-determined by all parties.
- iv) The Employer will identify the employees who will be assigned to the schedule plan in Appendix C, including those designated on standby (if applicable). The Employer will provide the staffing assignment to the MAHCP designated representative in written format via fax or email a minimum of 48 hours prior to the commencement of said shift.
- v) Both █████ and MAHCP will commit and agree to have a designated 24 hour a day contact point to ensure that urgent issues can be addressed without any potential risk to patient care. These designated contact points will be for the purpose of dealing with potential emergency situations that may arise (as per #7 in the ESA) and necessary for having immediate stand by or regular stand by employees report to work for unanticipated needs (as per #5 & #6 in the ESA).
- vi) If at any time an emergency situation develops, or an urgent need is identified and stand by staff are required and the MAHCP designated representative is not immediately available to respond, the Employer will contact the necessary employees directly to ensure the emergency or urgent issue is addressed without additional risk.
- vii) The parties agree to meet daily to discuss issues that may arise regarding scheduling and/or other related essential services issues that either party wishes to discuss. Notwithstanding point “6” of the Agreement, this shall confirm the parties’ agreement to address an increase or decrease to the staffing levels identified in Appendix “C” based on essential service staffing requirements. Should the parties be unable to resolve the matter, it shall be addressed through point “10” of the Agreement.
- viii) Where an employee is unable to report for an assigned essential services shift due to legitimate illness or another justifiable circumstance, said employee must notify MAHCP designated representative and the Employer designated representative prior to the scheduled essential services shift as follows:

day shift – 1 hour  
evening shift – 3 hours  
night shift – 3 hours

The Employer designated representative will notify the MAHCP representative of the replacement.