COMBINED FULL-TIME/PART-TIME

COLLECTIVE AGREEMENT

Between

HÔPITAL GÉNÉRAL DE HAWKESBURY and
DISTRICT GENERAL HOSPITAL INC.
(hereinafter called the “Hospital”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL1967
(hereinafter called the "Union")

Expires: September 28, 2023

APPENDIX 1
APPENDIX OF LOCAL ISSUES
(COMBINED FULL-TIME & PART-TIME)

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APPENDIX OF LOCAL ISSUES

ARTICLE A - RECOGNITION

A-1 The Hospital recognizes the Canadian Union of Public Employees, Local 1967, as the sole and only bargaining agent for all of its' employees save and except the medical staff, registered nurses, student nurses, graduate pharmacists, student pharmacists, graduate dieticians, student dieticians, technical staff, foremen and forewomen, persons with a rank equivalent to or superior to foreman and forewoman, chief engineer, clerical staff and security staff.

ARTICLE B - DEFINITIONS

B-1 "Full-time employee" shall be defined as an employee who is regularly employed for more than twenty-four (24) hours per week.

B-2 The singular, whenever used in this Agreement, shall mean that the plural is used where the context requires it.

ARTICLE C - MANAGEMENT RIGHTS

C-1 The Union recognizes that the management of the Hospital and the direction of working forces are fixed exclusively in the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement, and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Hospital to:

(a) maintain order, discipline, and efficiency;

(b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without cause of a regular full-time or regular part-time employee may be the subject of a grievance and dealt with as herein provided;

(c) determine, in the interest of efficient operation and high standards of service, job rating and classification, the hours of work, work assignment, methods of doing the work, and the working establishment for the services;

(d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith;

(e) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement.

ARTICLE D - UNION SECURITY

D-1 Union Members

Any employee who is a member, who has become a member or who has been reinstated as a member of the Union, must, as a condition for keeping his employment, remain in good standing of the Union for the duration of the present Agreement.

A new employee who is not a member of the Union on signing of this Agreement must become a member of the Union within thirty (30) days following his hiring.

The Hospital shall deduct from the pay of each employee after thirty (30) calendar days of employment in the bargaining unit, all monthly union dues which he owes the Union in accordance with the constitution and by-laws of the Union. The Hospital will supply the Union with a list of employees, their service and classification once a year.

D-2 Remittance of Union Dues

The dues must be deducted each month from the pay and be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month accompanied by the list showing the names of all employees from whose pay the deductions have been made.

ARTICLE E - REPRESENTATION AND COMMITTEES

E-1 The Hospital will recognize:

(a) In accordance with the established procedure, the Union shall have a maximum of four (4) union delegates to investigate and proceed to the settlement of the grievance, one of these delegates shall act as Chief Union delegate.

The Union delegates thus appointed shall remain Grievance Committee members as long as they will be employees or until their successors are chosen.

(b) The Negotiating Committee will consist of not more than four (4) employees who shall represent the full-time and part-time employees.

E-2 The Union shall furnish to the Hospital a list of persons authorized to represent it.

The Union shall furnish to the Hospital in writing the name of each of the Union delegates, the service he represents as well as the name of the chief delegate before the Hospital is obliged to recognize them as delegates.

ARTICLE F - SENIORITY

The Seniority List shall be brought up to date three times a year in January, May and September, to reflect the time worked from September 1st to December 31st and January 1st to April 30th, May 1st to August 31st, and be posted on the **HGH Intranet** by January 31st, May 31st and September 30th along with a copy to the Union. A complaint that an error appears on the seniority list is subject to the grievance procedure if it is submitted to the Union within thirty (30) days of the posting date, except for clerical errors of transcription.

ARTICLE G - SICK LEAVE ADMINISTRATION

G-1 Upon return to work, the employee must report to the Occupational Health and Attendance Management Coordinator or his designate. The Hospital may require a certificate from the employee's attending physician after three (3) days of absence for illness. However, in all cases, the Hospital shall be entitled to have the employee examined by a doctor of its' choice.

G-2 For each occasion of illness, the employee shall **notify his or her supervisor or other designated individual prior to the commencement of his or her shift, or as soon as possible thereafter.** Any employee who has been absent due to illness shall further be required to report his intention to return to work, naming a specific date before he actually returns. An employee who fails to report an illness shall be considered absent without leave.

The remuneration for absence due to illness is paid to the employee on the pay cheque which covers the period during which the employee has been absent, provided however that he qualifies under Article 13.01.

ARTICLE H- HOURS OF WORK

H-1-A Scheduling

The following designating regular hours on a daily basis and regular shifts over the Hospital's shift schedule shall not be construed to be a guarantee of the hours of work to be done on each shift or during any shift schedule.

(a) The employee is entitled to two (2) days off per calendar week.

(b) The Hospital shall insure that each employee has at least every third weekend off. The Hospital will endeavour to provide one (1) weekend every two (2) weeks.

(c) No employee shall be scheduled to work in excess of seven (7) consecutive days.

When an employee is scheduled in excess of seven (7) consecutive days, the employee shall be paid at the rate of time and one half (1-1/2) the regular hourly rate for all hours worked until the employee has a day off.

(d) There shall be no split shifts.

(e) The Employer shall **provide employees with work schedules** at least fifteen (15) day in advance and shall cover a period of eight (8) weeks.

(f) No changes shall be made to the posted part-time or full-time schedules without the consent of the employee, **except in cases of changes required by sickness or accident.**

Where less than forty-eight (48) hours' notice is given to the employee for a cancellation/change of a shift, time and one half (1.5) the employee's straight time hourly rate shall be paid on the employee's next shift.

(g) There shall be fifteen (15) hours off between the end of one shift and the commencement of the next shift, **except in cases of changes required by sickness or accident.**

(h) If an employee is scheduled to report on a second shift less than fifteen (15) hours after finishing the first shift, the employee shall be paid overtime rates for the period worked before the fifteen (15) hour time allowed for shift change has expired.

(i) Seniority shall determine shift preference, **within a classification,** where employees are not on a regular rotating shift.

H-1-B Work Scheduling

(1) The working master schedule of each service shall be posted in a suitable place, and the master schedule for full-time and part-time employees cannot be modified without informing the employees. Vacant or new part-time positions will be posted as full-time equivalents;

(2) Additional tours above the FTEs of part-time employees shall be offered singularly, save and except weekend they shall be offered as a pair and then singularly, to regular and/or temporary part-time employees not scheduled, according to their availability and/or up to four (4) shifts per week (30 hours), by seniority within the same **unit**/group, and then on a hospital wide basis, prior to offering tours to casual employees subject to the following:

(a) Regular and/or temporary part-time employees who wish to be considered for additional tours must indicate their non-availability in advance for a period of eight (8) weeks in accordance with existing hospital practice;

(b) Regular and/or temporary part-time employees who do not provide their non-availability according to 2(a) above, will be deemed available for additional tours for the current period and could be scheduled for additional shifts;

(c) A tour will be deemed to be offered whenever a call is placed and deemed to be an opportunity to work and counted towards the availability of the employee, if refused by the employee;

(d) It is understood that the hospital will not be required to offer tours which would result in overtime premium pay;

(e) When an employee accepts a tour, she or he must report for that tour unless arrangements satisfactory to the hospital are made;

(f) Provided they are qualified and orientated, employees may submit their availability to work additional tours to more than one **unit**/group, if to do so is in accordance with existing hospital practice;

(g) It is understood that, for the purposes of this Article, the services are defined as follows: **Emergency Department, Perioperative Services, Intensive Care Unit, Mental Health & Addictions, Complex Continuing Care (CCC), Medical-Surgical, Reserve Team, Family Birthing Centre (FBC), Ambulatory Clinics, Hygiene & Sanitation services, Maintenance, Food services, Central Portering, Medical Device reprocessing (MDR).**

(h) Master scheduling parameters are to be waived during the Christmas Holidays period.

H-1-C Erreur dans l'assignation de quarts des employés :

L'employé sera assigné en surplus selon les conditions suivantes :

1. Un employé pouvant démontrer qu'une erreur s'est produite dans l'assignation d'un quart de travail aura neuf (9) jours ouvrables suivant la prétendue erreur pour soumettre une situation problématique. L'employeur s'engage à répondre à ladite situation problématique dans les neuf (9) jours ouvrables suivant la réception de celle-ci.

2. Si l'employé a gain de cause, un quart en surplus lui sera assigné de la façon suivante :

   i. Sur le service, sur le quart et au même taux (régulier ou majoré) que le quart réclamé; selon la disponibilité de l'employé à une date mutuellement choisie à l'intérieur de quatre (4) semaines suivant l'erreur ou la correction de l'erreur;

   ii. Si un besoin de remplacement survenait pendant que l'employé est en surplus, ce quart lui sera offert et un autre quart lui sera assigné afin de compenser pour le quart réclamé;

iii. Si l'hôpital ne peut assigner un quart à l'intérieur de la période de quatre (4) semaines, alors l'employé sera rémunéré pour le quart réclamé. Toutefois, si l'employé refuse les quarts offerts par l'hôpital conformément à sa disponibilité au cours de la période de quatre (4) semaines, aucune rémunération ne sera versée et elle ne pourra pas réclamer le quart en question.

3. Si l'employé a gain de cause et que l'employeur ne répond pas à l'intérieur des délais prescrits à H-1-C (1), le quart lui sera rémunéré au même taux que le quart réclamé.

H-1-C (translation of existing French article)

1. An employee who can demonstrate that an error occurred in the assignment of a shift will have nine (9) working days following the alleged error to submit a problematic situation. The employer undertakes to respond to the problematic situation within (9) working days following receipt of said problematic situation.

2. If the employee is right and an error did occur, an additional shift will be assigned in the following manner

   i) in the same department, same shift and at the same rate (regular or overtime) of the requested shift, according to the availability of the employee and at a mutually agreed chosen date within four (4) weeks following the error or the correction of the error;

   ii) If the need for a replacement was to occur while the employee(s) is an extra, that shift shall be offered to the employee and another shift would also be awarded to that employee in order to compensate for the requested shift error;

   iii) if the Hospital cannot award a shift within the period of four (4) weeks, then the employee shall be paid for the requested shift. However, if the employee declines the offered shift by the Hospital according to the employee's availability during the four (4) weeks period, no wages shall be paid and the employee would not claim the shift in question.

3. If the employee is right and an error did occur and the employer does not respond within the time limits prescribed in H-I-C (1), the shift will be paid at the same rate as the claimed shift.

H-2 Overtime

(a) No overtime is remunerated unless it has been approved by the Director of the service.

(b) Notwithstanding the provisions of Article 15.02, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in tour at the request of an employee or changeover to Daylight Saving from Standard Time and vice versa or exchange of shifts by two (2) employees.

(c) Overtime more than 8 hours before shift start
All overtime within the bargaining unit will be offered as follows :
1. Most senior qualified member who holds a similar position within that classification, if no one is available;
2. Most senior qualified member (hospital wide) who has an active pool

Overtime 8 hours or less before shift start
If a shift becomes available in eight (8) hours or less before shift start, then such overtime will be offered by seniority to employees already at work in the service. If an overtime shift becomes available outside of that time frame (more than 8 hours before shift start), such overtime will be given as described above.

H-3 When an employee performs authorized overtime work of at least three (3) hours' duration, the Employer will schedule a rest period of fifteen (15) minutes' duration.

H-4 Casual Availability

a) Casual employees will provide the Hospital by October 1st each year, with their availability for work either Christmas period (from December 23rd to December 27th) or New Year's period (from December 30th to January 3rd).

b) Casual employees will provide by April 1st of each year, their availability for work at least **15 days including two weekends** during the months of July and August.

c) Casual employees will submit their non-availability in advance for a period of eight (8) weeks in accordance with existing hospital practice.

d) A casual employee shall notify the hospital as soon as a change becomes known.

e) A casual employee with no reasonable availability to work or who did not work during a period of six (6) months will be given the option to resign, otherwise he/she will be terminated unless the Employer agrees that there are special circumstances. A special circumstance shall include, but not be limited to, no work being offered by the Employer.

f) A casual employee, who does not give his/her non-availability in accordance with H-4(c), excluding the summer period (as referred to in paragraph (b) above), will be deemed available for the current period and could be offered relief shifts.

g) This Article does not in any way constitute a guarantee of any minimum hours during those periods.

H-5 Premium Payments

An employee shall receive time and one-half (1-1/2) for all hours worked on a third and additional, if any, consecutive and subsequent weekend save and except:

(a) such weekend has been worked by the employee to satisfy specific days or requested by such employee;

or

(b) such employee has requested weekend work;

or

(c) such weekend is worked as the result of an exchange of shifts with another employee

or

(d) the employee is hired or occupies a position which is scheduled to work weekends only;

(e) An employee receiving overtime premium payment for a second consecutive tour of duty on a Friday night that extends into Saturday morning, that premium paid tour will trigger a requirement for third or consecutive weekend premium.

H-6 Subject to prior approval, employees shall be allowed to exchange shifts or hours in a shift by mutual agreement provided that the employees involved sign a joint request. No overtime shall be payable to either employee if it is due to the shift exchange. Suh request shall not be unreasonably denied.

H-7 Shift Defined

A normal shift shall be defined as seven and one-half (7-1/2) hours. “Tour(s)” and “shift(s)” shall be deemed to have the same meaning.

CUPE and the Hospital recognize the existence of a number of positions that are less than seven and one-half (7-1/2) hours per day.

Four (4) hour shifts may also be implemented when extra staffing is required or based on operational needs.

ARTICLE J - HOLIDAYS

J-1 Designated Days

In accordance with Article 16.01, the following are designated as holidays:

New Year's Day, January 1st
January 2nd
3rd Monday in February Family Day
Good Friday
Victoria Day
Civic Holiday
(1st Monday of August)
Labour Day
Thanksgiving Day
Remembrance Day (Nov. 11th)
December 25th
December 26th
Canada Day, July 1st

J-2 Qualifiers (full-time employees only)

(a) If one of these holidays falls on a Saturday, a Sunday, a weekly day off or during the regular vacations, the employees do not lose this holiday.

(b) Full-time employees whose scheduled off days fall on the day a designated holiday is observed shall be paid holiday pay at his basic daily rate or pay or be granted a day off in lieu with pay at his option.

(c) In order to qualify for each holiday, an employee must have worked his full scheduled shift immediately preceding and following the holiday.

J-3 Lieu Days (full-time employees only)

Lieu days as herein described are to be arranged in advance, by mutual agreement between the person responsible for the schedule and the employee and should be taken within the period of **45 days** before and **45 days** following the date on which the holiday falls.

J-4 Holiday Weekends

Whenever an employee is assigned to work on a week-end immediately preceding or following a designated holiday, he/she shall be scheduled to work that designated holiday.

J-5 For Christmas and New Year's Day, these holidays will be distributed on a rotation basis. In case of a conflict, the Hospital will check the previous year's Holiday schedule to see who was off and those who were off will be expected to work.

Christmas and New Year's preferences will be produced according to the following timetable:

- Posting by September 1st
- Requests by October 1st
- Authorization by November 1st

ARTICLE K - VACATIONS

K-1 Scheduling

(a) The vacation year extends from May 1st to April 30th and service for the purpose of calculating vacation entitlement shall be as at April 30th.

(b) For summer vacation (mid-June to mid-September) vacation schedule forms will be posted by March 1st in order that employees may apply. In order to qualify under the provisions of Article K-1(e), an employee must indicate his preference by March 31st.

In the event of a conflict between overlapping vacation schedules, an employee may be restricted to three (3) consecutive weeks during the summer vacation period.

(c) Vacations may be requested throughout the year following reasonable notice to the Hospital.

(d) An employee who is not entitled to one (1) full week of paid vacation may, if he desires, complete one (1) calendar week at his own expense (full-time employees only).

(e) Vacations shall be given to employees by service and by classification, taking into consideration seniority.

(f) Employees will submit their vacation request in advance, and the Hospital will advise the employees of the granting of such requests in accordance with the following timetable:

Dec. 15 to Mar. 31	Request by Oct. 1	Authorized by Nov. 1
April 1 to June 14	Request by Jan. 15	Authorized by Feb. 15
June 15 to Sept. 15	Request by March 31	Authorized by April 30
Sept. 16 to Dec. 14	Request by June 15	Authorized by Aug. 1

If the employees submit their vacation preference within these timelines, seniority applies. Outside these timelines, the date of the request will determine the order of vacation confirmation (approval or refusal), not seniority.

Requests for an entire week will always be treated in priority over single day(s) vacation.

In cases where vacation weeks overlap two different periods, first day of vacation defines the period.

K-2 Vacation Pay

For full-time employees, upon written request, vacation pay shall be paid on the pay day preceding an employee's vacation.

For part-time employees, upon written request, before April 15th, vacation pay shall be paid on the pay day preceding an employee's vacation.

ARTICLE L - BULLETIN BOARD

L-1 The Hospital shall provide notice boards which will be located in places where all employees shall have access and on which the Union shall have the right to post notices of meetings or any other notices likely to interest the employees. However, no document shall be posted without authorization from the Administration of the Hospital. Keys will be held by the Executive Director and the Union President. Authorization shall not be unreasonably withheld or delayed.

ARTICLE M – GENERAL

M-1 Notice of Departure

When an employee leaves his employment, he must give a notice of departure of fourteen (14) days.

M-2 Transportation Allowance

A transportation allowance shall be paid to the employee on standby for any urgent call forcing him to travel from home to the Hospital.

The allowance will be the mileage rate set by the Hospital for use of personal vehicle on Hospital business.

M-3 Meal Allowance

An employee who is required by the Employer to work in excess of two (2) hours overtime at the end of her regular shift and who has not been notified before reporting for work that she will be required to do so, will be provided with a free meal, or $6.00 in lieu thereof.

Effective September 21st 2012, an employee who is required by the Employer to work in excess of two (2) hours overtime at the end of her regular shift and who has not been notified before reporting for work that she will be required to do so, will be provided with a free meal, or $10.00 in lieu thereof.

M-4 Medical Exams

Any medical examination or immunizations required by the Hospital, shall be without cost to the employee.

M-5 Pay Periods

The Hospital must pay its' employees by direct deposit and the following information must be inscribed thereon: surname and first name of the employee, date of pay period, deductions made, the number of working hours both regular and overtime, such that all employees will know the amount of vacation pay accrued.

The pay stubs are available online on HGH's internal portal**.**

In the event of an error on the pay caused by the Hospital, the latter undertakes to correct it the next working day as far as possible or at the latest within three (3) working days following notice of error to the hospital and remit the money owing to the employees.

M-6 Tools and Equipment

(a) The Hospital shall provide all the tools and equipment required by the employees to perform their duties. The tools and pieces of equipment worn or broken shall be replaced upon presentation to the Hospital or to its' agent provided that funds are available.

(b) No employee shall be bound to pay for or replace the tools, equipment or furniture broken or damaged by him, unless the Hospital can establish that the employee has acted through malice, bad faith, negligence or evident incompetence.

M-7 The Hospital will provide parking spaces for the employees' cars without charge to the employees. It is understood and agreed that the Hospital cannot guarantee that such spaces will be for the exclusive use of employees.

M-8 All written special arrangements between the Hospital and the Union, regarding the working conditions, are subject to the grievance clause.

M-9 (a) Disabled Employees

The Employer shall make every reasonable effort to provide suitable work to an employee who becomes disabled either following a work related injury or personal circumstances which makes him unable to perform his regular duties. Suitable work must be consistent with the employee's skills and functional abilities.

The Parties recognize their duty to accommodate disabled employees until undue hardship.

(b) Modified Work

(i) The Hospital will notify the President of the Local of the names of all bargaining unit employees who go off work due to a work-related injury or go on long-term disability.

(ii) The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of disabled workers by providing suitable work that is meaningful for the worker and valuable to the Hospital, to assist the worker in returning to his pre-injury employment.

(iii) To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of disabled employees. The Hospital and the Union agree that ongoing and timely communication by all participants in the process is essential to the success of the process.

(iv) 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 or work related injury the Hospital will notify and meet with a member of the Local Executive and a member of CUPE staff (unless such attendance causes an unreasonable delay) to discuss the circumstances surrounding that employee's return to suitable work.

(v) The Union shall receive a copy of all return to work/modified work\plans, subject to employee approval.

M-10 Copies of the Agreement

The Union and the Hospital wish that each employee is familiar with the terms of this Agreement as well as the rights and duties that it provides for him. **The Hospital shall make the Agreement available on the HGH Intranet 30 days following the official version of the Agreement and employees shall be allowed to print a copy of the Agreement if they so desire.** Translation shall be paid fifty percent (50%) by the Hospital and fifty percent (50%) by the Union.

M-11 Applicable Dates for the Purpose of:

Article	The date shall be:
9.07 (A)	July 24, 1985
Note to Article 9.07 (A) (i)	September 18, 1984
Note to Article 9.07 (A) (ii)	July 24, 1985

M-12 The Hospital agrees to send to the employee a copy of the WSIB Form 7 at the same time as it is sent to WSIB.

M-13 (a) Upon request, in accordance with Article 12.02 – Union Business – up to two (2) Union delegates may absent themselves from the Hospital to attend Union functions.

(b) The Hospital grants to the Union President up to a maximum of eleven (11) paid days per year for Union activities.

(c) It is agreed that no more than one (1) employee from any one unit or service may be absent on Union leave at any given time.

(d) The Hospital recognizes that the Union has the right to choose its' representatives and delegates for Union activities.

M-14 Protective Footwear

All Maintenance employees shall be required to wear safety footwear during the course of their duties and receive the amount set out in Article 19.01, on January 1st of each calendar year.

M-15 Work Related Injury

The Hospital will notify the Local Union in writing of the names of any employees represented by the Union who are off work as a result of a work related injury.

M-16 CPR Certification

Employees will have the opportunity to take the CPR course either to get their certification or to get their re-certification on the Employer premises or at a convenient location. The Employer will pay the cost of the CPR course to the employees.

For RPN and PCA only: time spent for the course should be paid to the employees at their regular salary rate.

M-17 Uniform Allowance

Where an employee is required to wear a uniform but is not supplied with one, the Hospital shall pay a uniform allowance of one hundred and fifty ($150.00) dollars to full-time employees and one hundred ($100.00) dollars to part-time employees on the first pay in January of each year.

ARTICLE N – R.P.N. SKILLS UTILIZATION

N-1 R.P.N. Skills Utilization

The Hospital agrees that RPN's will be encouraged to fully employ all of the skills as outlined by the College of Nurses of Ontario (1990) Standards of Nursing Practices and any added skills or sanctioned medical acts approved by Hospital policy.

N-2 R.P.N. In-Service Education

Both the Hospital and the RPN recognize their joint responsibility and commitment to provide and to participate in in-service education. Therefore, the Hospital will endeavour to provide programs related to the requirements of the Hospital.

Available programs will be publicized and the Hospital will endeavour to provide RPN's the opportunity to attend.

N-3 R.P.N. shall be required to present to the Human Resources Services or designate, on or before February 15th of each year, evidence that her or his Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on non-disciplinary suspension without pay. If the nurse presents evidence that her or his Certificate of Registration has been reinstated, she or he shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the nurse being placed on non-disciplinary suspension by the hospital will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Hospital. Such termination shall not be the subject of a grievance or arbitration.

N-4 Registered Practical Nurses may be required, as part of their regular duties, to supervise activities of students in accordance with the current College of Nurses of Ontario Practice Guidelines – Supporting Learners. Nurses will be informed in writing of their responsibilities in relation to these students and will be provided with what the Hospital determines to be appropriate training. Any information that is provided to the Hospital by the educational institution with respect to the skill level of the students will be made available to the nurses recruited to supervise the students. Upon request, the Hospital will review the nurse's workload with the nurse and the student to facilitate the successful completion of the assignment.

When a nurse is assigned nursing student supervision duties, the Hospital will pay the nurse a premium of one dollar ($1.00) per hour for all hours spent supervising nursing students.

ARTICLE O – VIOLENCE NOTICE PROVISION

O-1 The Hospital will inform the Union within three (3) working days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted to the Union in writing as soon as possible.

ARTICLE P – HEALTH AND SAFETY

(a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The parties further agree that when faced with occupational health and safety decisions, the Hospital will not await full scientific certainty or absolute certainty before taking reasonable action(s) that reduces risk and protects employees. The Hospital shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.

(b) Joint Health and Safety Committee
Recognizing its responsibilities under the applicable legislation, the Hospital agrees to accept as a member of its Joint Health and Safety Committee, at least two (2) representatives selected or appointed by the Union from amongst the bargaining unit employees. The parties fully endorse the responsibilities of employer and employees under the *Occupational Health and Safety Act*. Accordingly, the provisions of the *Occupational Health and Safety Act* are incorporated into and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.

(c) The Hospital agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfill its functions. In addition, the Hospital will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.

(d) Where the Hospital determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with the required personal protective equipment reasonably necessary for their protection.

(e) An employee 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 employee shall participate in such instruction and training.

(f) When an employee is exposed to a confirmed infectious or communicable disease for which there are available prophylaxis medications, such medications shall be provided at no cost to the employee.

(g) The Hospital accepts that at least one CUPE member on the Joint Occupational Health and Safety Committee will be trained and will act as a certified worker under the Occupational Health and Safety Act. Any costs associated with the training of a certified worker will be paid by the Hospital.

(h) The Hospital agrees to provide the employee and the Union representative on the Health and Safety Committee with a copy of the Workplace Safety Insurance Board Form 7 (absent the Social Insurance Number and Date of Birth) at the same time it is sent to W.S.I.B.

(i) Meetings shall be held every month or more frequently at the call of the co-chairs, if required. The Joint Health and Safety Committee shall maintain minutes of all meetings and make the same available for review.

SIGNED at Hawkesbury, Ontario, this _____ day of _____ 2024.

FOR THE HOSPITALS	**FOR THE UNION**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX A: RPN WORKLOAD COMPLAINT FORM

RPNs are required to complete all of SECTION 1 through 6 of this form prior to submitting it to the Chief Nursing Officer.

SECTION 1: INFORMATION

Name(s) Of Employee(s) Reporting:	
Employer:	Unit/Program:
Date of Occurrence:	Time: ☐ 7.5 Hr Shift ☐ 11.25Hr Shift
Name of Supervisor:	Date/Time Submitted:

SECTION 2: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence:

_____

_____

_____

_____

_____

_____

_____

_____

_____

Check one: ☐ Is this an isolated incident? ☐ An ongoing problem?

SECTION 3: INITIAL ATTEMPT AT RESOLUTION

At the time the workload issue occurred, did you discuss the issue within the unit/area/program?

☐ Yes What was the outcome of the discussion and what solutions were identified?

_____

_____

_____

☐ No Why not? _____

_____

_____

_____

Failing resolution at the time of occurrence, did you seek assistance from a person designated by the employer as responsible for a timely resolution of workload issues?

☐ Yes What was the outcome of the discussion and what solutions were identified?

_____

_____

_____

☐ No Why not? _____

_____

_____

Did you discuss the issue with your immediate supervisor (i.e unit manager or designate) within 48 hours of the occurrence?

☐ Yes What was the outcome of the discussion and what solutions were identified?

_____

_____

_____

☐ No Why not? _____

_____

_____

SECTION 4: WORKING CONDITIONS/CONTRIBUTING FACTORS

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

# of scheduled staff	☐ RPN ____	☐ RN ____	☐ Unit Clerk ____	☐ Service Support ____
# of staff working	☐ RPN ____	☐ RN ____	☐ Unit Clerk ____	☐ Service Support ____
# of agency staff	☐ Yes	How many? ____	☐ No	
# of RPNs on overtime	☐ Yes	How many? ____	☐ No	

If there was a shortage of staff at the time of the occurrence (including support staff), please check one or all of the following that apply:

☐ Absence/Emergency leave ☐ Sick call(s) ☐ Vacancies

Please check off the factor(s) you believe contributed to the workload issue:

☐ Change in patient acuity. Provide details: _____

_____

_____

☐ Number of beds. Provide details: _____

_____

_____

☐ Number of Admissions. Provide details: _____

_____

_____

☐ Number of Discharges. Provide details: _____

_____

_____

☐ Other. Please specify and provide details: _____

_____

_____

SECTION 5: RPN RECOMMENDED SOLUTIONS

Please check-off one or all of the areas you believe should be addressed in order to prevent similar occurrences:

☐ In-service ☐ Orientation

☐ Review nurse/patient ratio ☐ Review policy/procedures

☐ Float/casual pool ☐ Adjust supporting staff

☐ Adjust RPN staff ☐ Equipment

☐ Replace sick calls, vacations, paid holidays or other absences

Provide details for each checked box above: _____

_____

_____

☐ Other solutions: _____

_____

SECTION 6: EMPLOYEE SIGNATURES

Signature _____ Phone # _____

Signature _____ Phone # _____

Signature _____ Phone # _____

Date submitted: _____

SECTION 7: MANAGEMENT COMMENTS

_____

_____

_____

_____

_____

_____

_____

Process as outlined in Article 9.15 (b) – (d)

Step 1 *Employee(s) are to raise their concern(s) with immediate supervisor within 48 hours of the occurrence.*

Step 2: *The supervisor is to provide a response within 5 working days.*

Step 3 *If the supervisor's response is unsatisfactory, the employee(s) may submit*t a Workload Complaint Form to the CNO within 48 hours, with a copy to the Union. A meeting with the CNO will be held within 30 days. A Union representative may attend this meeting.*

Step 4 *The CNO is to provide a response within 15 days. A copy of the response will be sent to the Union, if applicable.*

Step 5 *If the CNO's response is unsatisfactory, the employee(s) may request a meeting with the CEO (or designate) within 48 hours. This meeting is to be held within 30 days. A Union representative may attend this meeting.*

Step 6 *The CEO (or designate) will provide a written response within 15 days. A copy of the response will be sent to the Union, if applicable.*

*This form may be submitted via email.

APPENDIX B: 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:

_____

_____

_____

_____

_____

APPENDIX A: RPN WORKLOAD COMPLAINT FORM

RPNs are required to complete all of SECTION 1 through 6 of this form prior to submitting it to the Chief Nursing Officer.

SECTION 1: INFORMATION

Name(s) Of Employee(s) Reporting:	
Employer:	Unit/Program:
Date of Occurrence:	Time: ☐ 7.5 Hr Shift ☐ 11.25Hr Shift
Name of Supervisor:	Date/Time Submitted:

SECTION 2: DETAILS OF OCCURRENCE

Provide a concise summary of the occurrence:

_____

_____

_____

_____

_____

_____

_____

_____

_____

Check one: ☐ Is this an isolated incident? ☐ An ongoing problem?

SECTION 3: INITIAL ATTEMPT AT RESOLUTION

At the time the workload issue occurred, did you discuss the issue within the unit/area/program?

☐ Yes What was the outcome of the discussion and what solutions were identified?

_____

_____

_____

☐ No Why not? _____

_____

_____

_____

Failing resolution at the time of occurrence, did you seek assistance from a person designated by the employer as responsible for a timely resolution of workload issues?

☐ Yes What was the outcome of the discussion and what solutions were identified?

_____

_____

_____

☐ No Why not? _____

_____

_____

Did you discuss the issue with your immediate supervisor (i.e unit manager or designate) within 48 hours of the occurrence?

☐ Yes What was the outcome of the discussion and what solutions were identified?

_____

_____

_____

☐ No Why not? _____

_____

_____

SECTION 4: WORKING CONDITIONS/CONTRIBUTING FACTORS

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

# of scheduled staff	☐ RPN ____	☐ RN ____	☐ Unit Clerk ____	☐ Service Support ____
# of staff working	☐ RPN ____	☐ RN ____	☐ Unit Clerk ____	☐ Service Support ____
# of agency staff	☐ Yes	How many? ____	☐ No	
# of RPNs on overtime	☐ Yes	How many? ____	☐ No	

If there was a shortage of staff at the time of the occurrence (including support staff), please check one or all of the following that apply:

☐ Absence/Emergency leave ☐ Sick call(s) ☐ Vacancies

Please check off the factor(s) you believe contributed to the workload issue:

☐ Change in patient acuity. Provide details: _____

_____

_____

☐ Number of beds. Provide details: _____

_____

_____

☐ Number of Admissions. Provide details: _____

_____

_____

☐ Number of Discharges. Provide details: _____

_____

_____

☐ Other. Please specify and provide details: _____

_____

_____

SECTION 5: RPN RECOMMENDED SOLUTIONS

Please check-off one or all of the areas you believe should be addressed in order to prevent similar occurrences:

☐ In-service ☐ Orientation

☐ Review nurse/patient ratio ☐ Review policy/procedures

☐ Float/casual pool ☐ Adjust supporting staff

☐ Adjust RPN staff ☐ Equipment

☐ Replace sick calls, vacations, paid holidays or other absences

Provide details for each checked box above: _____

_____

_____

☐ Other solutions: _____

_____

SECTION 6: EMPLOYEE SIGNATURES

Signature _____ Phone # _____

Signature _____ Phone # _____

Signature _____ Phone # _____

Date submitted: _____

SECTION 7: MANAGEMENT COMMENTS

_____

_____

_____

_____

_____

_____

_____

Process as outlined in Article 9.15 (b) – (d)

Step 1 *Employee(s) are to raise their concern(s) with immediate supervisor within 48 hours of the occurrence.*

Step 2: *The supervisor is to provide a response within 5 working days.*

Step 3 *If the supervisor's response is unsatisfactory, the employee(s) may submit*t a Workload Complaint Form to the CNO within 48 hours, with a copy to the Union. A meeting with the CNO will be held within 30 days. A Union representative may attend this meeting.*

Step 4 *The CNO is to provide a response within 15 days. A copy of the response will be sent to the Union, if applicable.*

Step 5 *If the CNO's response is unsatisfactory, the employee(s) may request a meeting with the CEO (or designate) within 48 hours. This meeting is to be held within 30 days. A Union representative may attend this meeting.*

Step 6 *The CEO (or designate) will provide a written response within 15 days. A copy of the response will be sent to the Union, if applicable.*

*This form may be submitted via email.

APPENDIX B: NON-RPN WORKLOAD COMPLAINT FORM

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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

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SECTION 4: REMEDY

d) 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:

e) 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:

f) 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: