

**Abuse, Harassment and Bullying**

- 5.03 Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.
- 5.04 The Hospital and the Union recommend and encourage any employee who may have an abuse, harassment, or bullying complaint to follow the complaints process as set out in the Employer’s policies and procedures.
- 5.05 In recognizing the importance of a harassment free environment, these policies and processes with respect to abuse, harassment and bullying will be reviewed with employees during their orientation period.
- 5.06 At no time will a person reporting an incident suffer reprisals as a result of their having brought forward a complaint in good faith.

9.09 **Early Return to Work/Modified Work**

The Hospital and the Union are committed to a consistent, fair approach to meeting the needs of injured/ill workers, to restoring them to work which is meaningful for them and valuable to the Hospital, and to meeting the parties’ responsibilities under relevant legislation. To that end, the Hospital and the Union agree to cooperate in facilitating the return to work of injured/ill employees as quickly as possible. Where an employee requests the assistance and support of the Union, such representation shall be allowed. The Bargaining Unit President will keep the Occupational Health Department informed as to the designated Union stewards.

- 11.02 When an Employee is to be disciplined (i.e., documented verbal warning, written warning, suspension, or discharge), such discipline shall only be imposed at a meeting with the Employer specifically convened for this purpose. An Employee shall have the right to be accompanied by a union representative where a formal written, suspension or discharge is to be discussed. A copy of any disciplinary letter shall be provided to the Union within three (3) days of such a meeting. A copy of the discipline shall be placed in the Employee’s employment file.

**Article 15 – Line selection**

In advance of position vacancies being posted, where appropriate, employees within the work unit or department will be granted an opportunity to select the line or shift being vacated, in accordance with the following:

- The line vacancy will be posted or otherwise advertised within the work unit/department for a five (5) day period.
- Employees will indicate their interest to the hiring manager.
- It is understood that line vacancy opportunities will not apply outside of the area of the (unit or department) of the work schedule and not across sites.
- It is understood that line vacancy opportunities will not be utilized to effect a change in employment status (FT, PT, Cas)
- In clinical areas it is understood that selection will be based upon seniority unless the candidate does not possess a skill, knowledge or experience requirement that must be met on the team sharing the rotation.
- In non-clinical areas it is understood that line selection shall apply to the shift (scheduled hours) available.

18.01 Full-time and Regular Part-time employees may elect time off in-lieu to be taken on a mutually agreed upon basis between the employee and the Hospital. Such time-off shall be the equivalent of the premium rate the employee earned for working overtime. The Hospital shall revert to payment of premium rate if time off is not taken within ninety (90) calendar days. Employees shall not accumulate more than forty-five (45) hours of lieu time. **The Hospital will endeavour to approve all time off requests to utilize lieu time, however where such requests cannot be approved, the limit of ninety (90) days will be extended to accommodate scheduling of the time off requested.**

18.06 a) Part-time Scheduling for all bargaining unit members ...

(iii) Application of this article is subject to the following conditions:

- c) **Where an employee is called in less than two (2) hours prior to the commencement of a shift and arrives within one (1) hour of the commencement of the shift, he/she will be paid for the full shift.**

31.01 Professional Responsibility, Patient Care, Workloads & Staffing

(The following clause is applicable to Registered Practical Nurses only)

- (a) **The parties agree that optimal patient care is, and safe working conditions are, enhanced if concerns relating to professional responsibility, patient care, workloads and staffing issues are resolved in a timely and effective manner with communications between the parties being:**

- (i) professional;
  - (ii) courteous;
  - (iii) collegial;
  - (iv) respectful; and
  - (v) focused on resolving the issue, not on the individuals.
- (b) Employees are encouraged to raise their concerns with their immediate supervisor within forty-eight (48) hours.
  - (c) In the event that an employee or group of employees, covered under the Regulated Health Professions Act (RHPA) are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the Manager and to the Union. The Workload Review form will be attached as Appendix "A" to this collective agreement.
  - (d) The Manager shall have five (5) working days to provide a response in writing.
  - (e) If the matter is not resolved to the satisfaction of the employee or group of employees, they may submit their concerns to the Labour-Management Committee.

**31.02 Current Article 31 to become Article 31.02**

**31.03 Professional Development/Scope of Practice**

**(The following clause is applicable to Registered Practical Nurses only)**

**Continuous professional development is a hallmark of professional nursing practice. As a self-regulating profession, nursing recognizes the importance of maintaining a dynamic practice environment which includes ongoing learning, the maintenance of competence, career development, career counseling and succession planning. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing education activities; certification programs; independent learning and committee participation. The parties recognize their joint responsibility in and commitment to active participation in the area of professional development, including scope of practice.**

**The parties will be guided by the following key principles:**

- **Professional development will be recognized;**
- **All Registered Practical Nurses will have access to professional development opportunities;**

**Mackenzie Health & OPSEU and its Local 374 (Service) – Issues in Agreement January 13, 2022**

- Responsibilities for professional development will be shared between the individual and the Hospital;
- Employee needs, Hospital needs and department/program requirements will be considered.

**LOU RE: UNION RESOURCES – Renew as amended:**

The Hospital agrees to provide the Union with the following resources:

1. ~~Companion phone.~~ **Union office.**
2. ~~Space for the Union, within Environmental Services, to have a four-drawer filing cabinet. Union to provide the cabinet.~~
3. Access to the meeting room system through the Human Resources Department. The Union can request a room for union business within the parameters of the Collective Agreement. Such requests shall not be unreasonably denied.
4. Issues arising out of this process can be discussed at Labour/Management meetings

**LOU RE: RPN WAGE RATES – Renew**

**LOU RE : STAFF SCHEDULING**

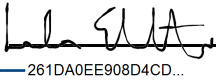
**A meeting will be convened with the LMC within sixty (60) days of ratification or the date of award to discuss guidelines utilized by Staff Scheduling.**

**APPENDIX “A” – WORKLOAD REVIEW FORM – Amend “Immediate Supervisor” to read “Manager”**

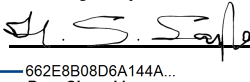
Signed this 13 day of January, 2022

**For the Union:**

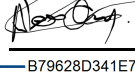
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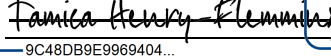
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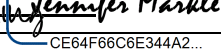
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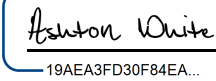
  
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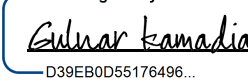
  
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**For the Employer:**

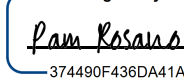
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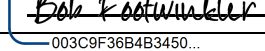
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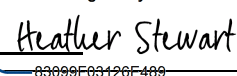
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