

COLLECTIVE AGREEMENT

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE
[hereinafter referred to as the "Health Centre"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Union"]

Expiry date: March 31, 2011

APPENDIX 3 SALARY SCHEDULES
APPENDIX 4 SUPERIOR CONDITIONS
APPENDIX 5 LOCAL PROVISIONS

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE
[hereinafter referred to as the "Health Centre"]

And:

ONTARIO NURSES' ASSOCIATION
[hereinafter referred to as the "Association"]

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APPENDIX "3"SALARY SCHEDULEREGISTERED NURSE

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$27.67	\$28.50	\$29.36
1 Year	\$28.08	\$28.92	\$29.79
2 Years	\$28.55	\$29.41	\$30.29
3 Years	\$29.95	\$30.85	\$31.78
4 Years	\$31.37	\$32.31	\$33.28
5 Years	\$33.14	\$34.13	\$35.15
6 Years	\$34.91	\$35.96	\$37.04
7 Years	\$36.71	\$37.81	\$38.94
8 Years	\$39.31	\$40.49	\$41.70
25 Years	\$40.00	\$41.20	\$42.44

TRIAGE NURSE/CHARGE NURSE/TEAM LEADER

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$28.21	\$29.06	\$29.93
1 Year	\$29.00	\$29.87	\$30.77
2 Years	\$29.71	\$30.60	\$31.52
3 Years	\$30.83	\$31.75	\$32.70
4 Years	\$32.26	\$33.23	\$34.23
5 Years	\$34.00	\$35.02	\$36.07
6 Years	\$35.77	\$36.84	\$37.95
7 Years	\$37.55	\$38.68	\$39.84
8 Years	\$40.20	\$41.41	\$42.65
25 Years	\$40.90	\$42.13	\$43.39

GRADUATE NURSE

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$25.34	\$26.10	\$26.88

APPENDIX "3" – ContinuedSALARY SCHEDULETEACHING NURSE (PAIN CLINICIAN), NURSE EDUCATOR

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$30.09	\$30.99	\$31.92
1 Year	\$31.04	\$31.97	\$32.93
2 Years	\$31.04	\$31.97	\$32.93
3 Years	\$32.71	\$33.69	\$34.70
4 Years	\$34.14	\$35.16	\$36.21
5 Years	\$35.11	\$36.16	\$37.24
6 Years	\$37.72	\$38.85	\$40.02
7 Years	\$39.00	\$40.17	\$41.38
8 Years	\$41.96	\$43.22	\$44.52
25 Years	\$42.68	\$43.96	\$45.28

NURSE PRACTITIONER

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$30.79	\$31.71	\$32.66
1 Year	\$31.25	\$32.19	\$33.16
2 Years	\$31.76	\$32.71	\$33.69
3 Years	\$33.33	\$34.33	\$35.36
4 Years	\$34.91	\$35.96	\$37.04
5 Years	\$36.87	\$37.98	\$39.12
6 Years	\$38.84	\$40.01	\$41.21
7 Years	\$40.84	\$42.07	\$43.33
8 Years	\$43.74	\$45.05	\$46.40
25 Years	\$44.50	\$45.84	\$47.22

APN – SKIN AND WOUND CARE

	Effective <u>April 1, 2008</u>	Effective <u>April 1, 2009</u>	Effective <u>April 1, 2010</u>
Start	\$29.84	\$30.74	\$31.66
1 Year	\$30.31	\$31.22	\$32.16
2 Years	\$30.83	\$31.75	\$32.70
3 Years	\$32.36	\$33.33	\$34.33
4 Years	\$33.90	\$34.92	\$35.97
5 Years	\$35.80	\$36.87	\$37.98
6 Years	\$37.72	\$38.85	\$40.02
7 Years	\$39.65	\$40.84	\$42.07
8 Years	\$42.46	\$43.73	\$45.04
25 Years	\$43.21	\$44.51	\$45.85

APPENDIX "4"

SUPERIOR CONDITIONS

FOR ALL EMPLOYEES AT THE HEALTH CENTRE DRIVE SITE, AND FOR ALL NEW STAFF.

SICK LEAVE PROVISIONS

Sick Leave Defined

Sick leave is the period of time a nurse is permitted to be absent from work with full pay by reason of being sick or disabled, and which illness or disability is not compensable under the Workers' Safety Insurance Board Act by way of weekly benefits.

Sick Leave Accrual

Sick leave currently standing to the credit of a nurse shall, for the purposes of this agreement, be deemed to be earned sick leave. In January of each year, the Health Centre will notify each nurse of his/her unused sick leave credits, if any.

EDUCATIONAL INCREMENTS

The Health Centre will recognize the successful completion of post-basic training on the following basis:

- a) An additional .153¢ per hour, which is equivalent to \$25.00 per month full-time, will be paid to a staff nurse who has successfully completed a recognized clinical nursing certificate program from a College or University which is directly related to that nurses' clinical practice in their assigned unit.
- b) An additional .246¢ per hour, which is equivalent to \$40.00 per month full-time, will be paid to a staff nurse who has successfully completed a Baccalaureate in Nursing.
- c) An additional .738¢ per hour, which is equivalent to \$120.00 per month full-time, will be paid to a staff nurse who has successfully completed a Masters in Nursing and who is currently in a staff position for which a Masters is hiring requirement.

The Health Centre may recognize successful completion of post-basic courses in Nursing specialties of less than three (3) months duration by the payment of ten (\$10.00) dollars per month, provided such course is effectively utilized by the Nurse in their regular work. This is applicable to nurses who are collecting this payment as of June 1, 1997 only.

There shall be no pyramiding of these payments under this clause.

APPENDIX “4” (Continued)

SUPERIOR CONDITIONS

FOR ALL EMPLOYED AT THE ROGERS ST SITE AS OF SEPTEMBER 30, 1998.

SICK LEAVE TERMINATION PROVISION - IN EFFECT PRIOR TO HOODIP (1981)

Settlement or Termination

After five (5) years of continuous service with the Health Centre in a position covered by this Agreement, a nurse, on termination, will receive a cash settlement of fifty percent (50%) of her unused sick credits up to a maximum of sixty (60) days. Such settlement shall be based on her current salary rate.

EDUCATIONAL INCREMENTS

The Health Centre will recognize the successful completion of post-basic training on the following basis:

- Certificate or diploma for one (1) year University
- In a nursing course \$40.00 per month
- Baccalaureate degree in Nursing \$80.00 per month
- Master's Degree in Nursing \$120.00 per month

The Health Centre will also recognize successful completion of post-graduate courses in nursing specialities of three (3) months or more duration, and related correspondence courses sponsored by the Canadian Hospital Association such as Nursing Unit Administration by the payment of fifteen dollars (\$15.00) per month, provided such course is effectively utilized by the nurse in her regular work.

The Health Centre may also recognize successful completion of post-basic courses in nursing specialities of less than three (3) months duration by the payment of ten dollars (\$10.00) per month, provided such course is effectively utilized by the nurse in her regular work.

NOTE: To clarify the above:

- Post-basic equates to post-graduate;
- The forty dollars (\$40.00) per month Certificate or Diploma is one (1) obtained from either a College or a University;
- Post-graduate courses of three (3) months or more equates to thirty (30) hours or more.

PART-TIME

The Health Centre will recognize the successful completion of post-basic training provided such training is effectively utilized by the nurse in her regular work on the following basis:

- Certificate or diploma for one year University
- In a nursing course \$1.85 per tour
- Baccalaureate degree in Nursing \$3.70 per tour

APPENDIX “4” (Continued)

SUPERIOR CONDITIONS

The Health Centre will also recognize successful completion of post-graduate courses in nursing specialties of three (3) months or more duration, and related correspondence courses sponsored by the Canadian Hospital Association, such as Nursing Unit Administration by the payment of seventy cents (70¢) per tour, provided such course is effectively utilized by the nurse in her regular work.

NOTE: To clarify the above:

- Post basic equates to post graduate;
- The forty dollars (\$40.00) per month Certificate or Diploma is one obtained from either a College or University;
- Post graduate courses of three (3) months or more equates to thirty (30) hours or more.

APPENDIX 5

LOCAL ISSUES

ARTICLE A – RECOGNITION

A - 1 The Health Centre recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed by the Health Centre, engaged in nursing and teaching, save and except Supervisors and those above the rank of Supervisor.

A – 2 “Director/Manager” when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.

A – 3 “Vice President” when used in this Agreement shall mean a Chief Nursing Officer.

A – 4 Part-Time Commitment

An employee may request a transfer from Category “A” to Category “B” at any time during the year. Such request will be in writing and subject to the Manager approval. Such approval will not be unreasonably denied. Once a request is granted a nurse wishing to return to Category A will have to apply for a job posting.

(a) CATEGORY “A”

A regular part time employee is defined as one (1) who has signed a commitment form indicating his/her ability to meet the following conditions prior to the posting of the schedule:

- i) To work forty-five (45) hours in two (2) weeks, including 1 weekend,
- ii) To work two (2) weekends in four (4).
- iii) To work December 24th, December 25th and December 26th or December 31st and January 1st.
- iv) To work twelve (12) months less vacation time.

The ratio of Category “A” to Category ”B” must be maintained at a minimum of 75% Category “A” to 25% Category “B” in each unit.

(b) CATEGORY “B”

A regular part-time employee is defined as one (1) who has signed a commitment form indicating his/her ability to meet the following conditions prior to the posting of the schedule:

- i) To work twenty-two and a half (22.5) hours in two (2) weeks.
- ii) To work one (1) weekend in four (4).
- iii) To work December 24th, December 25th and December 26th or December 31st and January 1st.
- iv) To work twelve (12) months less vacation time.

The ratio of Category "A" to Category "B" must be maintained at a minimum of seventy-five percent (75%) Category "A" to twenty-five percent (25%) Category "B" in each unit.

Note: As of the signing of the local agreement existing Category B nurses who wish to increase their commitment to twenty-two and a half (22.5) hours in a two (2) week period may notify the employer in writing with a copy to the Union. If a current incumbent wishes to remain as fifteen (15) hours in a two (2) week period they may do so. All new requests for transfer from Category A to B will have a commitment of twenty-two and a half (22.5) hours in a two week period.

A – 5 For the purpose of determining entitlement to the premium pay for working a second [2nd] consecutive weekend, a weekend, for the purpose of this commitment, is defined as:

- (a) Saturday and Sunday if the Health Centre requires the employee for both days, or
- (b) either Saturday or Sunday if the Health Centre only requires the employee for one (1) of the days.

ARTICLE B - RIGHTS AND FUNCTIONS OF THE HEALTH CENTRE ADMINISTRATION

B - 1 Subject to the right of any employee, who feels that he/she has been unjustly treated, to lodge a grievance in the manner hereinafter provided, the Union acknowledges the exclusive rights of the Health Centre as follows:

- (a) To direct the operation of the Health Centre in the best interest of the patients, the community and the employees.
- (b) To introduce new practices or services, to expand, reduce, eliminate, change or modify present services and practices.
- (c) To formulate policies, reasonable rules and regulations, which are consistent with the provisions of this agreement.
- (d) To determine in the interest of efficient operation and quality patient care, the hours of work which are consistent with the terms of this Agreement, work assignment, methods of doing the work, and the working establishment for any service, provided always that reasonable notice

shall be given to the employee or employees involved of any changes to be made.

- (e) To maintain order, discipline, to hire, promote, transfer, demote, suspend, discharge or other wise discipline employees for just cause.

B - 2 It is agreed that these rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

Recognizing potential scheduling difficulties, the Union will encourage Committee membership so that not more than two (2) members are elected from any one (1) Nursing Unit.

For purposes of clarification, Nursing Unit is defined as any one nursing unit, or group of staff governed by a single timesheet.

C - 1 Union Representatives

The Union will determine how many Union representatives they will elect or appoint, and advise the Health Centre of such representatives.

C - 2 Negotiating Committee (6:04)

In accordance with the Central Agreement, the Negotiating Committee shall consist of not more than five (5) employees.

There shall be at least one (1) Part-time employee on the Negotiating Committee.

During each round of negotiations the Negotiating Committee, if scheduled, will be scheduled to work the day tour on the day of negotiations and the day preceding negotiations, including Conciliation and Mediation.

C - 3 Grievance Committee (6:02)

In accordance with the Central Agreement, the Grievance Committee shall consist of up to three (3) employees.

C - 4 (a) Association- Health Centre Committee (6:03)

In accordance with the Central Agreement, an Association- Health Centre Committee shall consist of equal representation from each of the parties, but not more than five (5) representatives from each party.

A part-time employee may be a member of this Committee.

(b) Professional Development Committee (Article 9)

In accordance with the Central Agreement, a Professional Development Committee shall consist of not more than four (4) representatives from each of the parties.

C - 5 The Health Centre agrees to allow a representative of the Union a pre-determined scheduled time period during the monthly Hospital orientation program to meet newly hired employees. Should there be any change in the scheduled time period, the Health Centre will notify the Union representative in advance of the change. The Health Centre will advise the Local Bargaining Unit President in writing on a monthly basis of the names of newly hired nurses including their area of assignment.

Human Resources will meet with the BUP prior to the commencement of the scheduling of the incentive students and any other nurses who are not included in the general orientation, to set a mutually agreeable time to meet with newly hired nurses.

NOTE: The process for informing the Local President of new members will be developed by HAC.

C - 6 Leave of absence shall be granted to employees, provided that three (3) weeks written notice is given to the Health Centre by the Union. Such request will not be unreasonably denied.

Full-Time Only

There shall be no more than two (2) employees granted leave from any one (1) nursing unit at the same time.

C - 7 Local Co-ordinator Leave

The Hospital agrees to grant leaves of absence, without pay, to nurses elected to the position of Local Co-ordinator. Such leave will not be unreasonably denied.

C - 8 The Health Centre will agree to post temporary cross corporate project positions lasting more than six (6) months.

Nurses may submit an expression of interest on a yearly basis for unit specific committee and project work to the Unit Manager. The Unit Manager will review the expression of interests submitted and provide an opportunity to the most senior qualified member on a rotating basis. The Unit Manager will provide feedback to the unsuccessful applicants to assist them in obtaining the necessary skills, education to participate in project work. When the project opportunity arises for unit projects, that requires an RN, Managers will post the unit committee or project work in their unit.

C - 9 Professional Development

Subject to operational needs, a full time or part time nurse may be considered for a transfer to a temporary position on a different unit for the purpose of gaining professional development and experience. When this temporary position is complete the member shall be returned to her/his original position. Such a request shall not be unreasonably denied.

ARTICLE D - SCHEDULING - HOURS OF WORK

D - 1 Normal Working Hours Of Eight (8) Hour Shifts (Full-Time and Part-Time)

- (a) The Health Centre will normally schedule employees (save and except employees in one of OR/PACU/Endoscopy) on a three (3) shift basis and, subject to such changes as may be required by the Health Centre, the starting and stopping times will be as follow:

Day shift:	0700 to 1500
Evening shift:	1500 to 2300
Night shift:	2300 to 0700

- i) Day shift is defined as being when the majority of hours fall between 0700 and 1500 hours.
- ii) Evening Shift is defined as being when the majority of hours fall between 1500 hours and 2300 hours.
- iii) Night shift is defined as being when the majority of hours fall between 2300 hours and 0700 hours.
- (b) The Health Centre will continue to afford employees the opportunity of working specific shifts without rotation. It is understood that such special assignments are not to be regarded as permanent and may be cancelled by the Health Centre or the Employee by giving notice of one (1) scheduling period. Such approval will be subject to the efficient operation of the Health Centre and will be reviewed quarterly. It is understood that an employee who works nights or evenings only may be required to work for up to twenty (20) day shifts per year for the purposes of instruction or evaluation.

The Health Centre will endeavour to schedule fifty percent (50%) of the full time nurses shifts to be on the day shift.

- (c) The work week shall be deemed to commence at the start of the Monday day shift.
- (d) Where scheduling provisions as listed below in subsections (iii) and (iv) are not observed the employee shall receive premium pay as provided in Article 14.

- i) Schedule covering a minimum of a four (4) week period and a maximum of an eight (8) week period shall be posted four (4) weeks prior to the implementation of the schedule.

This shall be known as the posted schedule.

- ii) The appropriate Manager shall make available to the Bargaining Unit President a copy of each schedule at the time it is posted.
- iii) The Health Centre shall schedule days off for employees on the basis of two (2) days off at each time and so arrange schedules such that no employee will work more than seven (7) consecutive days without two (2) days off.

No split days off will be scheduled.

No split shifts will be scheduled.

If an employee is scheduled to work more than seven (7) consecutive tours without two (2) days off, he/she shall be compensated in accordance with Article 14.03 for the tours additional to the seven (7) consecutive days until granted two (2) days off.

- iv) The Health Centre will, unless otherwise requested by the employee, schedule at least seventy-two (72) hours off following a period of five (5) consecutive shifts of night duty and schedule a period of at least sixteen (16) consecutive hours off between a change of other shifts.
- v) No employee shall, except in an emergency or by agreement between two employees, be scheduled to work more than one full shift in a twenty - four (24) hour period.
- vi) The weekend premium referred to in Article 14.15 will be paid for each hour worked between 2300 hours Friday and 2300 hours Sunday.

(e) Rest Periods

There will be two (2) rest periods and one (1) lunch period in each tour, the time for such periods for each employee to be determined on each unit.

D - 2

Normal Working Hours For Twelve (12) Hour Shifts (Full-Time and Part-Time)

- (a) The Health Centre will schedule employees on a two (2) shift basis and subject to such changes as may be required by the Health Centre, the starting and stopping times as follows:

Day shift 0700 to 1900

Night Shift 1900 to 0700

The Union and the Hospital may agree to alternate start and stop times where it is determined and reasonable for the efficient and safe operation of the unit/department. Such agreement will not be unreasonably denied. The parties will meet in advance to discuss the reasons for the proposal of any change in the start and stop times and to agree upon the shift details including trial period, discontinuation, choice of rotation etc.

- (b) The Health Centre will continue to afford employees the opportunity of working specific shifts without rotation. It is understood that such special assignments are not to be regarded as permanent and may be cancelled by the Health Centre or the Employee by giving notice of one scheduling period. Such approval will be subject to the efficient operation of the Health Centre and will be reviewed quarterly. The Health Centre will endeavour to schedule fifty percent (50%) of the full time nurses to be on the day shift It is understood that an employee who works nights only may be required to work days for up to fourteen (14) shifts per year for the purposes of instruction or evaluation.
- (c) The work week shall be deemed to commence at the start of the Monday day shift.
- (d) Where scheduling provisions as listed below in subsections i) ii) iii) iv) v) and vi) are not observed the employee shall receive premium pay as provided in Article 14.
 - i) A schedule covering a minimum of a four (4) week period and a maximum of an eight (8) week period shall be posted four (4) weeks prior to the implementation of the schedule.

This shall be known as the posted schedule.
 - ii) The appropriate Director/Manager shall make available to the Bargaining Unit President a copy of each schedule at the time it is posted.
 - iii) No more than three (3) consecutive extended shifts shall be scheduled. An employee may request in writing a change such that the employee is working no more than two (2) extended shifts and one (1) eight hour shift consecutively for a particular three (3) day period. Any change, when initiated by the employee, shall, before implementation, require the prior written approval of the appropriate Director/Manager. Subject to the usual requirements for maintaining efficiency and quality in the department, such approval shall not be unreasonably withheld.
 - iv) No split days off will be scheduled.
 - v) A full-time employee shall not be scheduled to change shifts more than once during the week.

- vi) Extended tours will be initiated or discontinued where seventy percent (70%) of the nurses who are or would be participating in a particular unit so requested by secret ballot.

A trial period for extended tours shall be at least six (6) months duration. The parties will jointly evaluate extended tours after three (3) months, and there shall be a vote at the conclusion of six (6) months.

If the initial extended tours is continued beyond the initial trial period, a joint evaluation process will continue on an ongoing basis, according to the following criteria. The Association- Health Centre Committee shall be responsible for the joint evaluation process.

The criteria for assessment shall include:

- review of standard of patient care
- incident reports
- overtime
- attendance at in-service education duty and sessions
- individual evaluations
- medication errors
- absenteeism
- scheduling - incidents and problems
incurred with relief staff
- turnover rate and reasons on in off duty time
- tabulation of comments from patients, physicians and other Health Centre departments

At least sixty (60) days notice must be given for the discontinuation of extended tours.

D - 3

For All Employees

The Health Centre is committed to equitable scheduling practices as referenced in the Central and Local Agreements. The Health Centre believes that it is unreasonable to expect any employee to be continuously available for previously unbooked shifts.

(a) Scheduling Of Part-Time Shifts

- i) The Health Centre agrees to schedule regular part-time employees equitably up to their commitment on the posted

schedule of the unit. Employees who work such pre-scheduled shifts will be deemed to have met their commitment.

ii) All Category "A" employees shall be scheduled up to their committed hours before any Category "B" employees are utilized. When all part-time employees have reached their commitment in the pay period (Category "A" – 45 hours, Category "B" – 22.5 hours, Job-sharers – 37.5 hours) unscheduled hours will be offered in order of seniority within the unit.

iii) When unscheduled hours become available after the posting of the schedule and commitment has not been reached, they will first be offered on an equitable basis, by seniority to Category "A" employees on the unit.

If the hours are still available they will then be offered to Category "B" employees on the unit on an equitable basis by seniority up to their commitment.

If the hours remain available they will be offered to job sharers by seniority within the unit.

If the hours remain available the shift will be offered by seniority to regular part-time employees on other units who have expressed interest.

iv) Extra call-in hours will be offered to the most senior nurse with the least number of hours in the pay period.

This process will continue, excluding those who have achieved their commitment, until all nurses have achieved their commitment. Category "A" nurses first, then Category "B" nurses.

Once Category "A" and "B" nurses have achieved commitment, Job Share nurses will be entitled to be offered extra work in their proper order of seniority.

When all Part-time staff have reached their commitment in the pay period (Category "A" – 45 hours, Category "B" – 22.5 hours, Job Share – 37.5 hours) call-in hours will be offered in the order of seniority.

v) Nurses may indicate in writing their desire to not work overtime tours, all others will be called in order of seniority.

(b) Weekend Scheduling (Full-Time and Part-Time)

i) The Health Centre shall schedule every other weekend off.

- ii) A weekend is defined as that period commencing for 8 hour shifts 2400 Friday to 0700 Monday and for 12 hour shifts, 2400 hours Friday to 0700 Monday.

Any hours worked between 2400 hours Friday for 8 hour shifts or 2400 hours Friday for 12 hour shifts and 0700 hours Monday is considered to be a weekend worked for the purposes of triggering premium payment for 2nd consecutive weekends worked D – 3 (b) iii).

- iii) If an employee is scheduled by the Health Centre to work two (2) or more consecutive week-ends, the employee will be compensated in accordance with Article 14.3 for time worked on the second [2nd] and any consecutive subsequent weekend until a weekend off is afforded to the employee. The foregoing shall not apply when:
 - A) such weekend has been worked by the employee to satisfy specific days off requested by such an employee; or
 - B) such employee has requested weekend work only, in writing, such request to be renewed quarterly ; or
 - C) such weekend is worked as a result of an exchange of shifts with another employee.

(c) Scheduling Changes

- i)
 - A) Barring unforeseen circumstances an employee requesting an exchange of posted time will submit the request in writing and co-signed by the employee willing to exchange shifts at least two (2) days in advance of the requested change. Any change, when initiated by the employee, shall, before implementation, require the prior written approval of the appropriate Director/Manager/Delegate. Such approval shall not be unreasonably withheld.
 - B) Changes to the posted schedule will be requested 7 days in advance. Any change when initiated by the employee shall before implementation require the prior written approval of the appropriate Manager Delegate. Such approval shall not be unreasonably withheld.
- ii) An employee requesting a change to a posted schedule shall be solely responsible for ensuring that the request has been made in accordance with the scheduling provisions.

(d) Christmas Schedules (Full-Time and Part-Time)

- i) The schedule covering Christmas and New Year's will be posted on or before November 15th of each year. Written requests will be submitted to the Manager by October 15th.

Each unit will have a committee of three (3) nurses, one who will be the ONA Unit representative on the unit, who will review the Christmas schedule prior to posting. The Manager must provide the schedule to the above committee no later than October 31st. Recommendations and/or solutions from the committee must be provided to the manager no later than November 5th. Time will be provided during the nurses' shift to review the Christmas schedule, to a maximum of one (1) hour. For every day of delay in posting the schedule the staff will have the opportunity to make requests for changes to the schedule beyond the time limits set out in section D – 3 (d) iii).

- ii) Scheduling provisions related to weekend scheduling and resultant premiums (see D - 7) may be waived during the period from December 15th to January 10th, where necessary to accommodate the required days off at Christmas and New Year's. The Health Centre will endeavour to minimize the number of consecutive weekends.
- iii) The Health Centre will endeavour to schedule eight (8) hour tours for Christmas Day, if the member requests the eight (8) hour tour. Barring unforeseen circumstances, request for changing a posted Christmas schedule must be submitted in writing and co-signed by the employee willing to exchange shifts no later than December 15th. Any change / exchange, when initiated by the employee shall, before implementation, require the prior written approval of the appropriate Director/Manager. Subject to the usual requirements for maintaining efficiency and quality in the department, such approval shall not be unreasonably withheld.

Each unit will have a committee of three (3) nurses, one who will be the ONA Unit rep on the unit who will review the Christmas schedule prior to posting. The schedule will be given to the above committee no later than October 31st recommendations and/or solutions from the committee must be provided to the manager no later than November 5th.

- iv) The Health Centre will endeavour to schedule six (6), and will schedule not less than five (5), consecutive days off to include either Christmas Eve, Christmas Day and Boxing Day or New Year's Eve and New Year's Day for each employee. An employee may request to be scheduled for less time off at Christmas or New Year's.

- v) The Health Centre will schedule Christmas and New Year's holidays so that employees will not be required to work Christmas or New Year's two (2) years in a row. An employee may request to be scheduled to work the same holiday period in consecutive years.
- vi) It is understood that at times unit staffing may provide the opportunity for an employee to work neither Christmas nor New Year's. In this instance, the Health Centre will endeavour to ensure that this opportunity does not fall to the same employee in consecutive years. This time off shall be distributed equitably by seniority.

(e) Lieu Time

- (i) Lieu time for a paid holiday will be granted on a mutually agreeable day within thirty (30) days before and sixty (60) days after the accrual. Upon written request of the employee lieu time may accrue beyond the sixty (60) day limit, but must be taken no later than the end of the calendar year in which it is accrued, save and except for Christmas Day and Boxing Day, which must be taken no later than January 10th of the following year. It is understood that scheduling of vacation time takes precedence over lieu time.
- (ii) Lieu time for accumulated overtime will be granted on a mutually agreeable day within thirty (30) days before and sixty (60) days after the accrual. Upon written request of the employee lieu time may accrue beyond the sixty (60) day limit. When accumulation of seventy-five (75) hours is reached, the employee is required to make arrangements to take some or all of the accumulated time, unless mutually agreed otherwise. The lieu time accrued beyond the sixty (60) day limit must be used by March 31st following the calendar year in which it was accumulated. Time not used by March 31st will be paid out on the first pay period following March 31st. It is understood that scheduling of vacation time and lieu time for paid holidays take precedence over lieu time for accumulated overtime.

- (f) The parties agree that for purposes of Article D – 3 where the term “exchange” is used it shall include a change of shifts, commonly referred to as a “give away”.

D - 4

Where employees wish to work shifts and/or schedules other than those outlined in Article D of the Local Collective Agreement, the terms will be negotiated, including implementation, trial period and discontinuation. All premiums contained in Article D will also apply as defined by the length and time of the tour.

D – 5 Alternative Scheduling

Alternative scheduling such as weekend worker and all innovative scheduling including 2D/2N scheduling may be developed when the Hospital and Union agree to implement or expand such scheduling. The parties will respect the wishes of nurses who do not want to work an innovative schedule.

Should there be a request for innovative scheduling or creation of a weekend worker the Unit Manager will notify the Union and Human Resources of the request. Once a request is received the parties will meet to negotiate a letter of understanding re: the introduction, trial period if any, discontinuation and any other relevant provision necessary in relation to Article 13.04 of the central agreement.

Initiation or expansion of such scheduling will only take place once the parties have agreed and developed a letter of understanding.

D – 6 Four (4) Hour Tours

Where four (4) hour shifts are required, Article D in its entirety applies except as amended by the following:

- (a) The Health Centre will endeavour to keep the number of four (4) hour shifts to a minimum.
- (b) There shall be an equitable distribution of such tours among the part-time employees in each unit.
- (c) No part-time employee will be scheduled solely on tours of less than 7.5 hours in any pay period, except where such arrangements are requested by the employee.
- (d) For employees working tours of duty of less than 7.5 hours, no more than five (5) shifts in a row shall be scheduled. If an employee is required to work on a sixth [6th] consecutive and subsequent tour, then he/she will receive premium payment for each shift so worked until a day off is scheduled.
- (e) An employee scheduled on a four (4) hour tour shall be entitled to a fifteen (15) minute paid break.

ARTICLE E – VACATIONS

- E - 1 It is understood that an employee may request up to 37.5 hours advanced vacation credits. Such request will not be unreasonably denied. On termination, or absence from employment according to the terms of Article 16.01 the employee shall be liable to the Health Centre for repayment of any vacation which was used but not earned by him/her.

E - 2 At the employees request vacation days do not have to be taken consecutively.

A vacation period is defined as a single day, or as consecutive weeks during the entire year. Where operationally feasible, during prime time single days may be granted.

However, the Health Centre will endeavour to accommodate the wishes of the employees and their seniority with respect to the choice of vacation dates, subject to the right of the Health Centre to operate the Health Centre in an efficient manner.

E - 3 Upon written consent of the employee and subject to the advance approval of the supervisor, vacation may accrue beyond twelve (12) months credit.

Vacation must be scheduled by the time the employee reaches twelve (12) months credits unless an extension has been approved as above.

In the event of any conflict in scheduling requested vacation, there will be a maximum of two (2) weeks vacation per employee during the period June 15th to Labour Day.

E - 4 Vacation requests from June 15th to Labour Day inclusive must be submitted by April 1st and will be honoured on the basis of seniority.

Requests submitted after April 1st for the June 15th to Labour Day inclusive period will be granted on first [1st] come first [1st] serve basis subject to the usual staffing requirements of the department.

The full time Master Schedule will not be disrupted.

On or before March 1st a copy of the master schedule will be posted as a visual aid to assist RNs to identify their vacation requests which must also be submitted in writing to the Unit Manager by April 1st. Once the requests have been approved, the visual aid master will be posted by April 15th.

The completed summer schedule for full and part-time will be posted in accordance with Article D-1 (d) i).

E - 5 Part-Time Only

Each part-time employee shall be entitled to a vacation leave in accordance with full-time entitlement and an allowance calculated on the basis of his/her total earnings between July 1st of the previous year and June 30th of the current year.

The appropriate vacation pay will be paid on each pay day deposited to the bank of the employee's choice.

ARTICLE F - PAID HOLIDAYS

F - 1 The following shall be paid holidays:

New Year's	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

F - 2 Premium payment for the holidays will be for the hours worked on the actual holiday.

F - 3 If a recognized holiday is observed during an employee's vacation period(s), or on his/her regular day off, he/she will be granted a lieu day off with no loss in his/her regular rate of pay and on a day to be arranged between the employee and the appropriate Director/Manager or his/her designate.

ARTICLE G – STANDBY

G - 1 (a) The Health Centre will notify the Bargaining Unit President or designate prior to initiating ongoing standby assignments on any unit.

(b) Scheduled standby assignments will be distributed equitably amongst the employees in any unit utilizing standby subject to the usual orientation and training requirements and availability of special skills as determined by the Director/Manager.

G - 2 Standby assignments shall be posted at the same time as the shift schedule.

Subject to the usual orientation and training requirements and availability of special skills as determined by the Director/Manager, employees shall be permitted to request in writing to exchange their standby assignments. Such requests shall not be unreasonably denied.

G - 3 (a) A full time employee will not be scheduled for standby on a scheduled day off or scheduled on a weekend off, unless mutually agreed between the employee and the Health Centre.

(b) When a full time or part time employee is scheduled for standby on a weekend, he/she is considered to be "working" the weekend.

G - 4 An employee scheduled for standby shall be provided with a beeper and will keep the beeper turned on and available while on standby.

G - 5 The Health Centre will, when necessary, make available a private sleeping area for employees scheduled for standby.

- G - 6 Standby schedules will not be reassigned without consultation with the employee whose schedule is being changed.
- G -7 From completion of standby call-in until commencement of prescheduled shift a minimum of eight (8) hours off must be provided to the employee. If a minimum of eight (8) hours off is not provided to the employee overtime premium will be paid for the next scheduled shift.

ARTICLE H - BULLETIN BOARDS

- H - 1 The Union shall have the right to post notice of meetings and such other items as may be of interest to the employees on the designated bulletin boards.
- The Health Centre reserves the right to remove objectionable items in consultation with the Bargaining Unit President.
- H - 2 The Health Centre agrees to allow the Local Association to place on each nursing unit a binder which shall contain a copy of the complete Collective Agreement, local agreement updated seniority list, professional responsibility forms, grievance forms and a list of the Local Executive Committee and Unit representatives.

ARTICLE I - PAYROLL POLICY

- I - 1 Pay will be issued bi-weekly by direct deposit complete with a statement of earnings and deductions, as per standard practise.

ARTICLE J - SENIORITY LIST

- J - 1 A seniority list as provided for in Article 10.02 shall be posted on a bulletin board in Room W3997 (outside locker room) on or before February 1st and on or before September 1st of each year. Effective January 2, 2010 it is agreed that the seniority lists will no longer be posted by Human Resources on the bulletin board. They will be posted electronically on the PRHC internal intranet.

A copy of the seniority list will also be provided to the Local.

ARTICLE K - SICK LEAVE

- K – 1 Deduction from Sick Leave

A nurse may be required to produce a certificate from a duly qualified medical practitioner, certifying that the nurse is (or was) sick or disabled and unable to carry out her duties. In the case of absence for three (3) or more days due to illness, the nurse must report, as outlined in the *Public Hospitals Act*, to the Employee Health Office prior to a return to work.

ARTICLE L – MISCELLANEOUS

L - 1 An Employee may request absent days without pay for family illness or personal business. Where possible the employee will give the Health Centre two (2) weeks notice.

Such days may not be taken in conjunction with vacation. Such absent days should not exceed forty-five (45) hours per quarter (¼) year.

L - 2 (a) The Health Centre will notify the Bargaining Unit President of the names of all employees off work due to a work related injury, whether or not the employees are in receipt of WSIB Benefits, and those on LTD on a monthly basis.

(b) The Health Centre will provide to the Union, a monthly list of all employees on modified work programs at the beginning of the month.

(c) When it has been medically determined that an employee is unable to return to the full duties of his/her position due to a disability, and the Health Centre is in receipt of medical restrictions and/or limitations the Health Centre will provide modified work based on the employee's medical restrictions. A modified work plan will be developed by the Hospital, the Union and the employee requiring accommodation or modified work. The parties will develop a form that details the plan for return to work.

(d) The Health Centre agrees to provide the employee with a copy of the Workers' Safety Insurance Board Forms at the same time as it is sent to the Board.

(e) The Health Centre shall notify the Local Union within three (3) days of any employee who has been assaulted while performing his/her work. The assaulted employee may choose to have her or his name remain confidential. Such information shall be provided to the Union, in writing, as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the Joint Health and Safety Committee.

L - 3 The Health Centre shall ensure employees are reimbursed for damages that result from employee abuse to eye glasses, hearing aids, dental implants, bridges, watches or clothing which occur as result of Employee Abuse.

The Health Centre's liability shall not exceed replacement value-per incident for other prescribed prosthetics.

L - 4 The Health Centre will ensure provision of any required or prescribed medication for treatment of an occupationally acquired illness, at no cost to the employee.

- L - 5 Before leaving on Ambulance Escort, the employee(s) will be provided with money or vouchers adequate enough to ensure her return to the Health Centre. In addition, a lunch package or money will be provided.
- L - 6 The Health Centre shall submit to the Association a monthly account of the monies owed to the Health Centre for Association days. Such account shall be directed to the Treasurer of the Local Association who will remit the full amount to the Health Centre within sixty (60) days.
- L - 7 The Health Centre will provide scrub clothing to nurses working in the I.C.U., PACU 1, O.R., Birthing Suite, Angio Suite and Cardiac Cath Lab. at no cost to the nurse.
- Nurses who require a change of uniform due to contamination will be allowed to access the scrubs from other areas of the hospital.
- L - 8 The Health Centre will continue to supply at no cost private office for the use of the Union. The Health Centre will supply network cabling to this office at no cost to the Union. The Union will pay for telephone services to this office. The parties agree that the Union will be responsible for all of their own equipment and supply costs.
- L - 9 Notification to Unsuccessful Job Applicants
- (a) The parties agree that any unsuccessful interviewed candidate for an ONA job posting will be notified, when not on duty, within two (2) weeks of the decision being made and prior to the posting of the name of the successful candidate.
- (b) The parties further agree that the list of internal applicants will be copied to the ONA Bargaining Unit President upon request. Such notification will be posted on a bulletin board outside the Human Resources Department (Hospital Drive Site) and on bulletin board outside the Administration Office 1D (RSS site).
- (c) The Employer will post a list of successful candidates on the intranet site for job postings for a period of 7 days.
- L - 10 Effective March 31, 2008 the Union president will be scheduled 15 hours per week paid by the Health Centre for union business. The schedule will be determined by HR, the Union and the Unit Manager for any incumbent president.
- L - 11 The Health Centre agrees to work with ONA through JOHSC and HAC to bring forward issues related to parking.
- L - 12 Early and Safe Return to Work
- The Health Centre and the Union are committed to a consistent fair approach to meeting the need of workers, to restoring them to work which is meaningful for them and valuable to the Health Centre, and to meeting the parties'

responsibilities under the law. As such the parties mutually agree to follow the Health Centre's accommodation process.

Once an employee has provided written documentation to the OH&S department of intent to return to work with or without accommodation/modified work; the employer will request the Union's involvement in developing a Return to Work plan.

The Health Centre will provide an up to date list of ONA members absent from work at each Hospital Association Committee meeting who are;

- 1) in receipt of WSIB
- 2) absent due to LTD including 2year own occupation date
- 3) in temporary modified work programs
- 4) permanently accommodated including area of accommodation
- 5) requiring temporary/permanent modified/accommodated work

All Return to Work plans developed for ONA members will be provided to the Union.

The Union will be consulted in all Return to Work/Accommodation plans when an employee cannot be accommodated in her/his current position.

ARTICLE M - PREPAID LEAVE

M - 1 In accordance with Article 11.11 (c) the number of nurses that may be absent at any one (1) time shall be one (1) per unit.

ARTICLE N - JOB SHARING

N - 1 The parties agree to the following terms and conditions of job sharing:

- (a) Job sharing requests with regard to full time positions shall be considered on an individual unit basis and the Health Centre shall reserve the right to determine the appropriateness of such arrangements.
- (b) Where the job sharing arrangement arises out of the filling of a vacant full-time position, both job sharing positions must be posted and selection based on the criteria set out in the Collective Agreement. An incumbent full-time employee willing to share his/her position may request to do so without having his/her half ($\frac{1}{2}$) of the position posted. However, the other half ($\frac{1}{2}$) of the job shared position must be posted and the selection based on the criteria set out in the Collective Agreement.
- (c) If one (1) of the job sharers leaves the arrangement, his/her position will be posted. If there is no successful applicant to the position, the shared position will revert to a full-time position.

The remaining employee will have the option of continuing in the full-time position. If he/she does not continue full-time, the position must be posted in accordance with the Collective Agreement.

- (d) Posted schedules for the job sharers shall be based on the schedules which would apply to a full-time employee holding that position. Such schedule shall conform with the scheduling provisions of the Full-Time Collective Agreement.

It is understood that only one (1) of the job sharer's will work either Christmas or New Year's and the other job sharer will have time off.

It is further understood that the job share partners will not be scheduled to work split weekends. Where the job share partners request to split the weekend, such request will not result in premium payment as per Article D – 3 (b). It is further understood that the job share who was scheduled to work the weekend, does not waive their entitlement to premium payment for working a second [2nd] weekend.

- (e) i) Total hours worked by the two (2) job sharers shall be equal to one (1) full time position and should be split on an equal basis. The schedule will be determined by the Manager and the two (2) employees who are job sharing.
- ii) Job sharers shall not request work nor be requested to work any shifts outside of the full-time position until all other part-time employees have had the opportunity to reach their commitment. When additional shifts are available and the job share wishes to work additional shifts, Article D – 3 (a) iii) will be adhered to.
- iii) Job sharers will indicate to the Health Centre if they do not wish to be called in for extra shifts.
- (f) In consultation with the Manager, each job sharer may request an exchange of shifts with his/her partner as well as with other employees in accordance with the Collective Agreement.

(g) Leave of Absence

i) Illness & Vacation:

It is expected that both job sharers will cover each other's incidental illness and vacation. If, because of unavoidable circumstances, one cannot cover the other, the Manager must be notified to book coverage. Where a job sharing partner agrees to cover his/her partner's vacation, they shall not form part of any vacation quota. Where the job sharing partner is not able to cover her/his partner's vacation, the partner requesting vacation will be included in the vacation quota.

ii) Long Term Leave (e.g. Maternity, Paternity, Etc.):

In the event that one member of the job sharing arrangement goes on a leave of absence, the coverage will be negotiated with the Manager, the remaining member of the position would be offered the opportunity to cover the leave of absence. If the other job sharer is not available to cover the absence then it would be offered to other staff.

(h) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary.

ARTICLE O – BENEFITS

O – 1 Voluntary Part-time Benefits – Process for payment

- (a) The Health Centre agrees to provide regular permanent part-time nurses with the option of voluntary participation in any and all of the group health and welfare benefit programs set out in Article 17 (Semi private, extended health, dental). It is understood and agreed that the part-time nurses who participate will assume the full cost of monthly premiums.
- (b) Any regular permanent part-time nurse who wishes to participate will provide payment of the benefit premiums through payroll deduction.
- (c) Such nurses may elect to opt in or out of the Extended Health Care and Dental plans on an annual basis or at time of hire.
- (d) The Health Centre will notify the Union each time the benefit costs are renegotiated by the Health Centre.

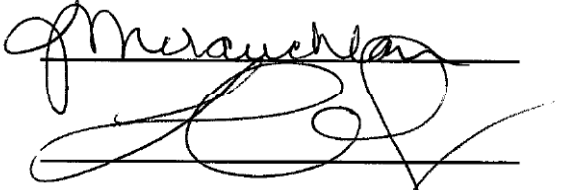
O – 2 Retiree Benefits – Process for payment

- (a) Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in Article 17.01(h) will be invoiced in advance on a quarterly basis for one-hundred percent (100%) of the premium payment.
- (b) The Health Centre will notify the Union each time the benefit costs are renegotiated by the Health Centre.


SIGNING PAGE

DATED AT Peterborough, Ontario, this 12th day of March, 2009.

FOR THE EMPLOYER


N. McKague
Jayne Ltd
L. O'Neil
Armstrong

FOR THE UNION


Labour Relations Officer
Brenda Halliday
Carleen Johnson
Louise Flaherty
John Cross

LETTER OF UNDERSTANDING

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Filling of Long Term Absences

The parties agree that when an employee is absent due to a long term illness or injury, the resulting vacancy shall be posted as a permanent vacancy. The Bargaining Unit President and employee shall be advised prior to the posting of the position. Such posting and any subsequent postings for this specific position will clearly state that should the permanent incumbent return to their pre-disability position, the employee who filled the incumbent's position will be laid-off in accordance with the Collective Agreement. Human Resources will track this position.

DATED AT Peterborough, Ontario, this 26th day of July, 2007.
RENEWED AT Peterborough, Ontario, this 12th day of March, 2009.

FOR THE EMPLOYER

FOR THE UNION

[Signature]
[Signature]
D. McKague
[Signature]
[Signature]
Armstrong

[Signature]
Labour Relations Officer
Cullen Johnson
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Incentive Positions

In the spirit of cooperation, the Health Centre will meet with the Bargaining Unit President to review the placement of incentive hires prior to their placement.

DATED AT Peterborough Ontario, this 12th day of March, 2009.

FOR THE EMPLOYER

FOR THE UNION

Marguerite
[Signature]

[Signature]
Labour Relations Officer
Carleen Johnson

N. McKague

Louise Bheety

Jayne White

John Cox

Adyent

Brenda Kellner

Clarmstrong

LETTER OF UNDERSTANDING

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Bargaining Unit President Paid Time for Union Business

The Bargaining Unit President will be scheduled twenty-two and a half (22 ½) hours per week paid by the Health Centre for conducting Union business until December 31, 2009 at which time the parties will meet to evaluate the need based on the use of the Unit representatives. The Health Centre agrees, wherever possible, to schedule all meetings requiring the Bargaining Unit President's attendance, on the designated days as agreed between the Bargaining Unit President, Human Resources and the applicable Unit Manager. The Bargaining Unit President agrees to provide replacement coverage when he/she is not available. The hours of replacement coverage will be determined by the Bargaining Unit President and Human Resources. The Union will provide the name and contact number of the designated replacement.

DATED AT Peterborough, Ontario, this 12th day of March, 2009.

FOR THE EMPLOYER

FOR THE UNION

[Signature]
[Signature]

N. McKague

[Signature]

[Signature]

Armstrong

[Signature]
Labour Relations Officer

Carleen Johnson

Louise Flaherty

[Signature]

Brenda Hollett

LETTER OF UNDERSTANDING

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Renal Insufficiency Unit

The Health Centre will continue to pay mileage as per the existing practice, which is to pay mileage for travelling to the Renal Insufficiency Unit at Northumberland Hills Hospital, based on the standard mileage from PRHC to NHH to the two (2) incumbents.

New hires to Dialysis will be informed that if assigned to work at a satellite office mileage will only be paid if the employee arrives at work and is subsequently required to travel to another site.

The employer will endeavour to assign employees to satellite sites closest to their homes.

The parties agree that should a new satellite site be added, a meeting will be held to discuss work/travel arrangement.

DATED AT Peterborough, Ontario, this 12th day of March, 2009.

FOR THE EMPLOYER

[Signature]

D. McKague

Jayne White

A. Olychuk
Armstrong

FOR THE UNION

[Signature]
Labour Relations Officer

Cheleen Johnson

Leanne Faherty

John Cross

Brenda Kallala

LETTER OF UNDERSTANDING

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Article 13.05 Individual Special Circumstance Arrangements

1. *Without prejudice and precedent to any future agreements* between the Hospital and the Association in this regard, the parties agree to implement an Individual Special Circumstance agreement on behalf of _____.
This agreement is pursuant to Article 13.05 of the ONA Collective Agreement.
2. The parties agree the intention of creating this type of arrangement is primarily to retain Full-time Registered Nurses who have identified a special circumstance through a written application to her/his manager. The decision to allow an individual special circumstance arrangement will be made in consideration of the personal need of the individual and the service requirements of the Hospital.
3. The decision to enter into an arrangement shall require the mutual agreement of the Association, the Hospital and the nurse.
4. Individual special circumstances arrangements shall be a minimum of six (6) months duration unless an extension is agreed to by the Association and the Hospital. The Association, the Hospital or the nurse may discontinue the arrangement with ninety (90) days written notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen(15) days to discuss the discontinuation it is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. Should the arrangement be discontinued the nurse shall revert back to her or his 1.0 FTE position.
5. The Association and the Hospital agree that the additional hours of work created by these positions will be applied to the part time hours of the unit.
6. In the event that the Registered Nurse in a Special Circumstance Arrangement resigns, transfers, is laid off or terminated, the arrangement will and the full time positions will be posted.
7. It is agreed that Registered Nurses taking part in Individual Special Circumstance arrangements are not entitled to declare their availability for extra available work.
8. The following conditions shall apply for a 0.8 FTE;

Bi-Weekly Hours	8 days @ 7.5 hours/day (60 hours biweekly) see attached
Dental/Medical/Semi Private	Same cost sharing as fulltime
HOOPP	Based on 75 hours bi-weekly
Statutory Holidays	90 hours (12 holidays at 7.5 hours)
Vacation	Based on budgeted 0.8 FTE
Group Life	Based on actual earnings
Sick Leave	Based on budgeted 0.8 FTE
LTD	Based on actual earnings
Anniversary Increase	Remains on established date
Seniority	Same as full-time
Overtime	As per articles 13.01 (a) and (c) 14.01 and 14.02
Effective Date:	

9. The following conditions shall apply for a 0.9 FTE;

Bi-Weekly Hours	9 days @ 7.5 hours/day (67.5) hours bi-weekly) see attached
Dental / Medical / Semi Private	Same cost sharing as full-time
HOOPP	Based on 75 hours bi-weekly
Statutory Holidays	90 hours (12 holidays at 7.5 hours)
Vacation	Based on budgeted 0.9 FTE
Group Life	Based on actual earnings
Sick Leave	Based on budgeted 0.9 FTE
LTD	Based on actual earnings
Anniversary Increase	Remains on established date
Seniority	Same as full-time
Overtime	As per articles 13.01 (a) and (c) 14.01 and 14.02
Effective Date:	

SIGNED AT Peterborough, Ontario, this 12th day of March, 2009.

FOR THE EMPLOYER

J. McLaughlan
[Signature]

N. McKague

Jayne [Signature]

A. O'Brien

Armstrong

FOR THE UNION

[Signature]
Labour Relations Officer

Carleen Johnson

Louise Feherty

John Cross

Brenda Halligan