

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, 2018

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 SCHEDULE****REGISTERED NURSE**

	Effective <u>01-Apr-16</u>	Effective <u>01-Apr-17</u>
Start	\$31.45	\$32.21
1 Year	\$31.91	\$32.36
2 Years	\$32.45	\$32.90
3 Years	\$34.04	\$34.52
4 Years	\$35.65	\$36.15
5 Years	\$37.66	\$38.19
6 Years	\$39.68	\$40.24
7 Years	\$41.72	\$42.30
8 Years	\$44.68	\$45.31
25 Years	\$45.47	\$46.11

TRIAGE NURSE/CHARGE NURSE/TEAM LEADER

	Effective <u>1-Apr-16</u>	Effective <u>1-Apr-17</u>
Start	\$32.06	\$32.84
1 Year	\$32.97	\$33.43
2 Years	\$33.77	\$34.24
3 Years	\$35.03	\$35.52
4 Years	\$36.67	\$37.18
5 Years	\$38.64	\$39.18
6 Years	\$40.65	\$41.22
7 Years	\$42.68	\$43.28
8 Years	\$45.69	\$46.33
25 Years	\$46.48	\$47.13

GRADUATE NURSE

	Effective <u>1-Apr-16</u>	Effective <u>1-Apr-17</u>
Start	\$28.80	\$29.49

TEACHING NURSE (PAIN CLINICIAN), NURSE EDUCATOR

	<u>Effective 1-Apr-16</u>	<u>Effective 1-Apr-17</u>
Start	\$34.20	\$35.02
1 Year	\$35.28	\$35.77
2 Years	\$36.23	\$36.74
3 Years	\$37.17	\$37.69
4 Years	\$38.80	\$39.34
5 Years	\$39.89	\$40.45
6 Years	\$42.87	\$43.47
7 Years	\$44.33	\$44.95
8 Years	\$47.69	\$48.36
25 Years	\$48.51	\$49.19

NURSE PRACTITIONER

	<u>Effective 1-Apr-16</u>	<u>Effective 1-Apr-17</u>
Start	\$59.78	\$60.62
1 Year	\$59.94	\$60.78
2 Years	\$60.09	\$60.93
3 Years	\$60.24	\$61.08
4 Years	\$60.39	\$61.23
5 Years	\$60.53	\$61.38
6 Years	\$60.69	\$61.54
7 Years	\$60.84	\$61.69
8 Years	\$61.51	\$62.37
25 Years	\$62.75	\$63.63

APN

	<u>Effective 1-Apr-16</u>	<u>Effective 1-Apr-17</u>
Start	\$33.92	\$34.74
1 Year	\$34.45	\$34.93
2 Years	\$35.03	\$35.52
3 Years	\$36.77	\$37.29
4 Years	\$38.53	\$39.07
5 Years	\$40.68	\$41.25
6 Years	\$42.87	\$43.47
7 Years	\$45.07	\$45.70
8 Years	\$48.25	\$48.93
25 Years	\$49.12	\$49.81

REGIONAL CARE CO-ORDINATOR

	<u>Effective</u> <u>1-Apr-16</u>	<u>Effective</u> <u>1-Apr-17</u>
Start	32.06	32.84
1 Year	32.97	33.43
2 Years	33.77	34.24
3 Years	35.03	35.52
4 Years	36.67	37.18
5 Years	38.64	39.18
6 Years	40.65	41.22
7 Years	42.68	43.28
8 Years	45.69	46.33
25 Years	46.48	47.13

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 specialities 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.

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 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 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 specialties 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

SUPERIOR CONDITIONS

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

(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 be available to work twenty-two and a half (22.5) hours in two (2) weeks.
- ii) To be available to work one (1) weekend in four (4).

- iii) To be available to work December 24th, December 25th and December 26th or December 31st and January 1st.
- iv) To be available to work twelve (12) months less vacation time.

The number of Category B employees will not exceed 25% of the part-time complement of a unit.

Note: All 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. If a current incumbent wishes to remain as fifteen (15) hours in a two (2) week period they may do so. 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.

- (c) Casual nurses will have no commitment. Casual part time nurses shall only be offered shifts after the shift have been offered to regular part time category A & B (at their straight time hourly rate of pay).

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 otherwise 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 ONA cross corporate project assignments. It is agreed that upon conclusion of this temporary ONA cross-corporate project assignment, the nurse will return to her position held prior to such assignment, and that such action is not considered to be a layoff.

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. If for any reason the Employer is unable to meet this obligation it will notify the BUP and the unit, in writing with reasons. The posted schedule will complete at the time of posting.

This shall be known as the posted schedule and approved by the manager.

The Health Centre will endeavor to ensure the schedules are complete at the time of posting. If the Health Centre is unable to do so, the Bargaining Unit President and the unit will be notified in writing with reasons.

- ii) The appropriate Manager shall make available to the Bargaining Unit President upon request in writing an electronic copy of each schedule at the time it is posted of the initial posting. After a request is sent to the Department Manager (or designate), the Manager will provide the schedule within two (2) days (excluding weekends and holidays).
- iii) The Health Centre shall schedule days off for full-time 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 for full-time employees, unless mutually agreed-to between manager and employee.

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 fourteen (14) consecutive hours off between a change of other shifts.
- v) 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 Health Centre may schedule alternate start and stop times if required for the safe operations of the unit/department. Reasons for the alternate start and stop times will not be unreasonable or arbitrary. The Health Centre will meet with the Union in advance to discuss the reasons for the proposal of any change in the start and stop times.

- (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) vi) and vii) 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.

If for any reason, the Employer is unable to meet this obligation it will notify the Bargaining Unit President and the unit, in writing with reasons.

The Health Centre will endeavor to ensure the schedules are complete at the time of posting. If the Health Centre is unable to

do so, the Bargaining Unit President and the unit will be notified in writing with reasons.

- ii) The appropriate Director/Manager shall make available to the Bargaining Unit President upon request in writing an electronic copy of each schedule at the time it is posted of the initial posting. After a request is sent to the Department Manager (or designate), the Manager will provide the schedule within two (2) days (excluding weekends and holidays).
- 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) A period of twelve (12) consecutive hours off shall be scheduled between a change of tours. For full time Employees, forty-eight (48) hours off shall be scheduled after nights. With mutual agreement between manager and the Employee, a part time Employee may request 48 hours off after nights.
- v) No split days off will be scheduled for full-time and part-time nurses unless mutually agreed to by the manager and the employee.
- vi) A full-time employee shall not be scheduled to change shifts more than once during the week.
- vii) 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 may include:

- review of standard
- medication errors

of patient care

- incident reports
- overtime
- attendance at in-service education duty and sessions
- individual evaluations
- 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.

(e) Rest Periods

There will be one (1) or two (2) rest periods and one (1) or two (2) meal periods (not to exceed a total of 90 minutes) in each tour. Such periods will be determined on each unit.

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 (45 hours) before any Category "B" (22.5 hours or 15 hours) employees are utilized. Job sharers shall be scheduled according to their commitment in accordance with N-1 (e).

iii) Additional Hours after the Posted Schedule

The Health Centre will assign any available Nurses in the Nursing Float Pool to vacancies that occur on the same day as the shifts only.

Hours worked on all units shall count to ensure that all part time employees have equitable distribution of hours.

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.

When all part-time employees (Category A, Category B, Job Share) have reached their commitment in the pay period unscheduled hours will be offered to the most senior part-time nurse with the least number of hours in the pay period within the unit.

If hours remain available, the shifts(s) will be offered by seniority to casual nurses on the unit before being offered to part time employees on other units who have expressed interest.

- iv) In the event of a full time employee returning to her/his unit from a leave of absence, the hours on the posted schedule may need to be adjusted, in order to reflect an equitable distribution of hours.

(b) Overtime Hours

Nurses may indicate in writing their desire to not work overtime tours, all others will be called in on a blended order of seniority of full and part time.

(c) For All Employees

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 and 12 hour shifts, 2400 Friday to 0700 Monday. Any hours worked between 2400 hours Friday for 8 hour shifts and 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 (c) 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 14.03 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.

(d) Scheduling Changes

- i) Barring unforeseen circumstances an employee requesting an exchange of posted time will submit the request electronically with acceptance 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.
- ii) Changes to the posted schedule will be requested 7 days in advance. Changes to the posted schedule will only be considered electronically and require approval by the manager or designate. Such approval shall not be unreasonably withheld. 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.

(e) 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 7th.

A committee of three (3) nurses, one who will be the ONA Unit representative on the unit, will identify themselves to the unit manager to who will review the Christmas schedule prior to posting. The Manager must provide the schedule to the above committee and the Bargaining Unit President 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 – 3 (c) iii)) 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 electronically submitted and accepted 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 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) The Health Centre will endeavour to schedule six (6), and will schedule not less than five (5), consecutive days off to include Christmas Eve Day, 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) If it is not possible owing to the operational requirement of the OR/Cath Lab/Angio units to have the above five (5) days off commence at seven (7:00 a.m) on December 24, then the employee shall be scheduled for no more than eight (8) hours on December 24 and the time off will commence at five (5:00 p.m) on December 24.
- vi) 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.
- vii) It is understood that at times unit staffing may provide the opportunity for an employee to work neither Christmas nor New Year's. Employees who wish to be considered for such an opportunity shall submit a request in accordance with this article. 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.

(f) Lieu Time

- i) Lieu time for a paid holiday will be granted on a mutually agreeable day within ninety (90) days after the accrual. Upon written request of the employee lieu time may accrue beyond the ninety (90) 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.

Extended tour staff may utilize accumulative lieu time hours, by using 3 lieu days (at 7.5 hours each) for 2 extended tours off. The request must be submitted at the same time, according to the rotational planner deadline and taken within the same schedule.

- ii) Lieu time for accumulated overtime will be granted on a mutually agreeable day within ninety (90) days after the accrual. Upon written request of the employee lieu time may accrue beyond the ninety (90) 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 ninety (90) 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.

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.

D – 7 Partial or Single Shift Reassignment (Article 10.08)

When it is necessary to reassign staff from one unit to another, the reassignment will first be offered on a voluntary basis. If there are no such volunteers, nurses will be reassigned off the unit in the reverse order of seniority provided the nurse has a minimum of six (6) months employment at the Health Centre.

D-8 Nurse Practitioner/RN(EC)

- (a) A full time Nurse Practitioner/RN (EC) will be compensated on the basis of a normal work week, which consists of thirty-seven and one half (37.5) hours.
- (b) Due to the nature of the work of the Nurse Practitioner/RN (EC) there will be flexible scheduling of hours in accordance with his/her patient load and job responsibilities. The Nurse Practitioner/RN (EC) will adjust his/her schedule to compensate for the variations in the patient load and job responsibilities. The Nurse Practitioner/RN(EC) and manager will maintain communication regarding the flexible scheduling, and final approval remains with the manager.
- (c) If there is any potential need for overtime compensation that would result in an additional cost to the Employer, the issue will be discussed with his/her manager for approval, prior to it being incurred.

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.

Requests for vacation (outside of the summer and Christmas periods) that are submitted two months or more in advance will be approved or denied by the manager (or designate) within two weeks of receiving the request.

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 March 22nd and will be honoured on the basis of seniority.

The full-time Master Schedule will not be disrupted.

On or before February 15th a copy of the master schedule will be posted as a visual aid.

The Visual Aid will include the following as instruction to the nurses' when identifying their preferred vacation requests;

- (a) the number of RN's allowed off at one time during the summer period;
- (b) the visual aid will list the RNs by a combined seniority of Full time and Part time;
- (c) RNs will identify their 1st. And 2nd preferred choices beside their names;

- (d) Each RN will submit electronically their request of 1st and 2nd choice of vacation by 23:59 on March 22nd, and send such request via e-mail to the Unit Manager;
- (e) Once vacation requests have been approved the Unit manager will complete the Visual aid by posting it by April 15th

Vacation requests for the June 15th to Labour Day period will not be accepted after the March 22nd deadline until the approved Visual Aid master has been posted on April 15th. It is understood that if a request is denied or a nurse wishes to submit a new request, the nurse may then submit such request which will be considered on a first-come, first-served basis.

The finalized summer schedule for Full time and Part time RNs will be posted on the Unit in accordance with Article D – 1 i) and /or D-2 (d) i).

E - 5 Part-Time Only

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) i) 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.

ii) Home Hemo Dialysis Unit and Home Peritoneal Dialysis Unit (only)

Full-time, regular part-time and casual nurses may be scheduled for standby on a scheduled day off.

Nurses wishing to be assigned standby shall make this request prior to the posting of the schedule in weekly increments. In scheduling standby the Health Centre shall first schedule employees who volunteer to work standby by seniority.

Any remaining need to assign standby shall be done in accordance with G-1 (b) and shall be scheduled in weekly increments.

Weekend standby assignments shall not be considered as “work” for the purpose of consecutive shift premium.

In the event the Employer regularly schedules employees to work weekends G-3 (a) (i) shall apply.

iii) Paediatric Diabetes Unit (only)

Standby assignments shall not be considered as “work” for the purpose of consecutive shift premium when it is mutually agreed that an employee is assigned standby on a scheduled weekend off.

(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 provide a private designated sleeping area for employees scheduled for standby.

The location of the designated area will be posted on the unit and Hospital Security will be provided a list of the designated rooms for the purpose of safety.

The Union will be provided a list of the Units for which designated rooms have been provided for nurses who prefer to stay at the hospital when on call.

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.

G - 8 Compensation for a call back from standby that does not require the employee to leave his or her home shall be paid, per call, in minimum fifteen (15) minute increments, at a rate of one and one half (1 ½) times the regular straight time hourly rate regardless of the duration of the call. It is understood that this fifteen (15) minutes of compensation will be considered compensation for all subsequent calls within that fifteen (15) minute period. The employee will complete a record of calls on a form following the period of the call.

The Health Centre agrees to provide these employees with a cellular telephone at no expense to the employee(s).

G-9 The Health Centre will provide parking for nurses coming in on standby in the preferred parking lot.

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.

If the Health Centre has made an error in pay of 7.5 hours or more the employer will issue a cheque within seventy-two (72) hours (excluding weekends and holidays).

ARTICLE J - SENIORITY LIST

J - 1 A seniority list as provided for in Article 10.02 shall be posted on the PRHC intranet for a period of eighteen (18) months on or before February 1st and on or before September 1st of each year. The seniority list will include Full-time, Part-Time, Part-Time- B, job share, temporary and casual designation. All others will be category A.

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
- (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 - 2 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 - 3 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 - 4 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 - 5 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 - 6 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 - 7 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 - 8 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.

(c) The Employer will post a list of successful candidates on the intranet site for job postings for a period of 7 days.

(d) The Hospital will provide the union with a monthly electronic report listing the successful applicants to a job posting.

L - 9 The Bargaining Unit President (or delegate when advised by the Bargaining Unit President) will be scheduled twenty-two and a half (22.5) 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 - 10 The Health Centre agrees to work with ONA through JOHSC and HAC to bring forward issues related to parking.

L - 11 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 2 year 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 (c). 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 Absencei) 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 – BENEFITSO –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.

ARTICLE P – LONG TERM ABSENCES

P – 1 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.

SIGNING PAGE

DATED AT Peterborough, Ontario, this 20th day of April, 2017.

FOR THE EMPLOYER

"Liza Oliphant"

"L. Hewitt"

FOR THE UNION

"Angie Stott"

Labour Relations Officer

"Kelly Robert"

"Kelly Henwood"

"Cheryl Osborne"

LETTER OF UNDERSTANDING

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Kidney Clinic

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 one incumbent, Winnifred MacPhee.

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 20th day of April, 2017.

FOR THE EMPLOYER

FOR THE UNION

"Liza Oliphant"

"Angie Stott"

Labour Relations Officer

"L. Hewitt"

"Kelly Robert"

"Kelly Henwood"

"Cheryl Osborne"

LETTER OF UNDERSTANDING

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Innovative 2D2N Extended Tour Scheduling – Emergency Department

In accordance with Articles 13.03 and D-5 the parties hereby agree to the following terms and conditions regarding the above noted schedule on a without prejudice and/or precedent basis to any other matter,

1. No nurse shall be required to work the above noted schedule.
2. The parties agree that this schedule shall commence on January 17, 2011 for at least a six (6) months period where seventy percent (70%) of the full-time and regular part-time nurses in the unit so indicate by a secret ballot conducted by the Union. The Health Centre agrees to provide the Union with space on the unit to conduct the vote. The Health Centre agrees to conduct joint Hospital and Union meetings with the employees prior to the secret ballot to explain both the process and the implication of this scheduling initiative.
3. The parties will jointly evaluate the schedule after three (3) months by the Hospital Association Committee using the following criteria;
 - Review of standard of patient care
 - Medication Errors
 - Incident Reports
 - Absenteeism
 - Overtime
 - Scheduling – incidents and problems incurred with relief staff
 - Attendance at in-service education sessions
 - Turnover rate and reasons on duty and in off duty time
 - Individual evaluations
 - Tabulation of comments from patients, physicians and other Health Centre Departments
4. Any nurse wishing to opt out of the innovative schedule shall be required to give the Health Centre eight (8) week's written notice.

5. In addition to the above either party (the Union or the Health Centre) may discontinue this Innovative schedule by giving the other party sixty (60) days notice in writing. Once notice is received, the parties will meet to discuss the reasons for the notice, opportunity to resolve issues of concern, how, when and what scheduling will be implemented in place of the Innovative Scheduling and any other relevant details necessary to provide a smooth transition. Reasons for discontinuation of this Agreement may include but may not be limited to the following;
- Review of standard of patient care
 - Medication Errors
 - Incident Reports
 - Absenteeism
 - Overtime
 - Scheduling – incidents and problems incurred with relief staff
 - Attendance at in-service education sessions
 - Turnover rate and reasons on duty and in off duty time
 - Individual evaluations
 - Tabulation of comments from patients, physicians and other Health Centre Departments
6. All Collective Agreement scheduling provisions and those scheduling provisions specific to normal daily extended tours and those scheduling provisions specific to four (4) hour tours shall apply except as agreed, amended or modified by the following:
- a. Employees shall not be required to work more than four (4) consecutive tours. Where schedules do not conform to this, the employee shall be paid premium pay for the fifth (5th) and subsequent day until a day off is scheduled.
 - b. The Health Centre shall schedule each full-time employee 1950 hours per calendar year.
 - c. All of the full-time lines of the 2D2N Schedule will be equitable. An employee participating in the Innovative Schedule may request a modification to their own line, subject to the agreement of the unit manager. Approval of such request will be subject to the Health Centre's operational requirements and will not be unreasonably denied.
 - d. Collective Agreement language found in Articles D-2 (d) iii) and references to consecutive weekend work and premium found in Article D -3 (c) i), ii) iii) shall not apply to those nurses participating in the 2D2N schedule. The definition of a weekend in Article D-3 (c) ii) shall apply.
 - e. The Health Centre shall only schedule four (4) hour tours to full-time nurses working this innovative schedule on the third (3rd) day of a five (5) day off stretch and only for the purpose of scheduling 1950 hours annually and so long as this four (4) hour tour is not booked on the weekend. Where four (4) hour tours are not scheduled in this manner 14.03 premium shall apply on the next scheduled shift. In the event the employee is required to work beyond the four (4) hour tour premium payment shall apply for all hours in excess of the four (4) hour tour.

DATED AT Peterborough, Ontario, this 20th day of April, 2017.

FOR THE EMPLOYER

"Liza Oliphant"

"L. Hewitt"

FOR THE UNION

"Angie Stott"

Labour Relations Officer

"Kelly Robert"

"Kelly Henwood"

"Cheryl Osborne"

LETTER OF UNDERSTANDING

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Alternative Start and Stop Times in the Emergency Department

In accordance with Article D-2 the parties hereby agree to the following Letter of Understanding to be attached to Appendix 5. All terms and conditions of this Letter of Understanding are agreed upon on a without prejudice and/or precedent basis to any other matter;

1. The parties agree to the establishment of one (1) extended tour line within the above noted department with a start and stop time as follows;

1100 to 2300

2. The parties agree to the establishment of two (2) extended tour lines within the above noted department with start and stop times as follows;

0900 to 2100

3. The parties agree that no nurses, whether currently working on staff, or newly hired, will be required to work this line. Any nurse wishing to opt out of this line will be required to give the Health Centre eight (8) week's written notice.
4. In addition to the above either party (the Union or the Health Centre) may give sixty (60) days notice in writing to discontinue these start and stop times. Once notice is received, the parties will meet to discuss the reasons for the notice, opportunity to resolve issues of concern, how, when and what scheduling will be implemented in place of the start and stop times and any other relevant details necessary to provide a smooth transition. Reasons for discontinuation of this Agreement may include but may not be limited to the following;

- Review of standard of patient care
- Medication Errors
- Incident Reports
- Absenteeism
- Overtime
- Scheduling – incidents and problems incurred with relief staff
- Attendance at in-service education sessions
- Turnover rate and reasons on duty and in off duty time
- Individual evaluations

- Tabulation of comments from patients, physicians and other Health Centre Departments
 -
5. The above noted tour lengths shall be considered the day shift for the purposes of Article D.2 (b). For the purposes of Article 14.10 nurses working a tour with start and stop times as outlined in both # 1 and # 2 above shall be paid shift premium for the defined hours as outlined in D-1 (a).

DATED AT Peterborough, Ontario, this 20th day of April, 2017.

FOR THE EMPLOYER

"Liza Oliphant"

"L. Hewitt"

FOR THE UNION

"Angie Stott"

Labour Relations Officer

"Kelly Robert"

"Kelly Henwood"

"Cheryl Osborne"

LETTER OF UNDERSTANDING

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Part-time vacation

1. The parties agree to meet no later than December 31, 2016 to discuss part-time vacation.
2. The following principles will be discussed:
 - a. The ability for a part-time employee to request to be unavailable prior to the posting of a schedule, while maintain compliance with Article A-4 and Article D of the collective agreement.
 - b. The amount of time a part-time employee is entitled to take as vacation, in accordance with Article 16, A-4, and D of the collective agreement.
 - c. Communication of expectations for vacation time to employees and managers.
 - d. Tracking and recording of vacation time.

DATED AT Peterborough, Ontario, this 20th day of April, 2017.

FOR THE EMPLOYER

FOR THE UNION

"Liza Oliphant"

"Angie Stott"

Labour Relations Officer

"L. Hewitt"

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