

COLLECTIVE AGREEMENT

Between:

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

And:

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

Expiry date: March 31, 2001

APPENDIX "4"

SUPERIOR PROVISIONS

FOR ALL EMPLOYEES AT THE HOSPITAL 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 Hospital will notify each nurse of his/her unused sick leave credits, if any.

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.

EDUCATIONAL INCREMENTS

The Hospital 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 Hospital 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)

SUF 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 Hospital 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 Hospital 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 Hospital 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 Hospital 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 Hospital 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

The Hospital 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 hour, 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.

VACATION ALLOWANCES

Subject to the provisions of E.2, each part-time nurse shall be entitled to a vacation allowance calculated on the basis of her total earnings between July 1st of the previous year and June 30th of the current year as follows:

Head Nurses - eight percent (8%) of such earnings

APPENDIX "3"

SALARY SCHEDULE

REGISTERED NURSE

Effective April 1, 1998

	<u>Hourly</u>	<u>Monthly</u>
Start	18.67	3033.88
1 Year	19.60	3185.00
2 Years	20.38	3311.75
3 Years	21.45	3485.63
4 Years	22.51	3657.88
5 Years	23.58	3831.75
6 Years	24.92	4049.50
7 Years	26.24	4264.00
8 Years	27.58	4481.75
9 Years	28.93	4701.13

Effective April 1, 1999

	<u>Hourly</u>	<u>Monthly</u>
Start	19.04	3094.00
1 Year	20.00	3250.00
2 Years	20.79	3378.38
3 Years	21.88	3555.50
4 Years	22.96	3731.00
5 Years	24.05	3908.13
6 Years	25.42	4130.75
7 Years	26.77	4350.13
8 Years	28.13	4571.13
9 Years	29.51	4795.38

Effective date of Ratification- Feb. 4, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	20.00	3250.00
1 Year	20.79	3378.38
2 Years	21.88	3555.50
3 Years	22.96	3731.00
4 Years	24.05	3908.13
5 Years	25.42	4130.75
6 Years	26.77	4350.13
7 Years	28.13	4571.13
8 Years	29.51	4795.38

Effective April 1, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	20.50	3331.25
1 Year	21.31	3462.88
2 Years	22.43	3644.88
3 Years	23.54	3825.25
4 Years	24.66	4007.25
5 Years	26.05	4233.13
6 Years	27.44	4459.00
7 Years	28.84	4686.50
8 Years	30.24	4914.00

APPENDIX "3"

SALARY SCHEDULE

TRIAGE NURSE/CHARGE NURSE/TEAM LEADER

Effective April 1, 1998

	<u>Hourly</u>	<u>Monthly</u>
Start	19.41	3154.13
1 Year	19.98	3246.75
2 Years	21.04	3419.00
3 Years	22.32	3627.00
4 Years	23.17	3765.13
5 Years	24.24	3939.00
6 Years	25.57	4155.13
7 Years	26.89	4369.63
8 Years	28.22	4585.75
9 Years	29.58	4806.75

Effective April 1, 1999

	<u>Hourly</u>	<u>Monthly</u>
Start	19.80	3217.50
1 Year	20.39	3313.38
2 Years	21.47	3488.88
3 Years	22.76	3698.50
4 Years	23.64	3841.50
5 Years	24.73	4018.63
6 Years	26.09	4239.63
7 Years	27.44	4459.00
8 Years	28.79	4678.38
9 Years	30.18	4904.25

Effective date of Ratification - Feb. 4, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	20.39	3313.38
1 Year	21.47	3488.88
2 Years	22.76	3698.50
3 Years	23.64	3841.50
4 Years	24.73	4018.63
5 Years	26.09	4239.63
6 Years	27.44	4459.00
7 Years	28.79	4678.38
8 Years	30.18	4904.25

Effective April 1, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	20.89	3394.63
1 Year	22.00	3575.00
2 Years	23.34	3792.75
3 Years	24.23	3937.38
4 Years	25.35	4119.38
5 Years	26.73	4343.63
6 Years	28.12	4569.50
7 Years	29.51	4795.38
8 Years	30.92	5024.50

GRADUATE NURSE

Effective April 1, 1998

	<u>Hourly</u>	<u>Monthly</u>
Start	17.94	2915.54
1 Year	18.85	3063.06
2 Years	19.22	3122.73

Effective April 1, 1999

	<u>Hourly</u>	<u>Monthly</u>
Start	18.30	2973.85
1 Year	19.23	3124.32
2 Years	19.60	3185.18

Effective date of Ratification - Feb. 4, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	18.30	2973.75
1 Year	19.23	3124.88
2 Years	19.60	3185.00

Effective April 1, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	18.76	3048.09
1 Year	19.71	3203.00
2 Years	20.09	3264.63

APPENDIX "3"

L IEC II

TEACHING NURSE (PAIN CLINICIAN)

Effective April 1, 1998

	<u>Hourly</u>	<u>Monthly</u>
Start	20.40	3315.00
1 Year	21.31	3462.88
2 Years	22.52	3659.50
3 Years	23.16	3763.50
4 Years	24.58	3994.25
5 Years	25.65	4168.13
6 Years	26.39	4288.38
7 Years	28.35	4606.88
8 Years	29.30	4761.25
9 Years	30.87	5016.38

Effective April 1, 1999

	<u>Hourly</u>	<u>Monthly</u>
Start	20.81	3381.63
1 Year	21.75	3534.38
2 Years	22.98	3734.25
3 Years	23.63	3839.88
4 Years	25.07	4073.88
5 Years	26.16	4251.00
6 Years	26.92	4374.50
7 Years	28.92	4699.50
8 Years	29.89	4857.13
9 Years	31.49	5117.13

Effective date of Ratification- Feb. 4, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	21.75	3534.38
1 Year	22.98	3734.25
2 Years	23.63	3839.88
3 Years	25.07	4073.88
4 Years	26.16	4251.00
5 Years	26.92	4374.50
6 Years	28.92	4699.50
7 Years	29.89	4857.13
8 Years	31.49	5117.13

Effective April 1, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	22.29	3622.13
1 Year	23.55	3826.88
2 Years	24.22	3935.75
3 Years	25.71	4177.88
4 Years	26.83	4359.88
5 Years	27.59	4483.38
6 Years	29.65	4818.13
7 Years	30.64	4979.00
8 Years	32.27	5243.88

APPENDIX "3"

SALARY SCHEDULES

NURSE PRACTITIONER

Effective April 1, 1998

	<u>Hourly</u>	<u>Monthly</u>
Start	20.77	3375.13
1 Year	21.80	3542.50
2 Years	22.68	3685.50
3 Years	23.87	3878.88
4 Years	25.05	4070.63
5 Years	26.24	4264.00
6 Years	27.73	4506.13
7 Years	29.21	4746.63
8 Years	30.69	4987.13
9 Years	32.18	5229.25

Effective April 1, 1999

	<u>Hourly</u>	<u>Monthly</u>
Start	21.18	3441.75
1 Year	22.25	3615.63
2 Years	23.13	3758.63
3 Years	24.35	3956.88
4 Years	25.55	4151.88
5 Years	26.76	4348.50
6 Years	28.28	4595.50
7 Years	29.80	4842.50
8 Years	31.30	5086.25
9 Years	32.83	5334.88

Effective date of Ratification – Feb. 4, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	22.25	3615.63
1 Year	23.13	3758.63
2 Years	24.35	3956.88
3 Years	25.55	4151.88
4 Years	26.76	4348.50
5 Years	28.28	4595.50
6 Years	29.80	4842.50
7 Years	31.30	5086.25
8 Years	32.83	5334.88

Effective April 1, 2000

	<u>Hourly</u>	<u>Monthly</u>
Start	22.80	3705.00
1 Year	23.71	3852.88
2 Years	24.96	4056.00
3 Years	26.20	4257.50
4 Years	27.44	4459.00
5 Years	28.98	4709.25
6 Years	30.54	4962.75
7 Years	32.09	5214.63
8 Years	33.64	5466.50

APPENDIX “5”

END OF LOCAL ISSUES

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE
[hereinafter referred to as the “Employer”]

And:

ONTARIO NURSES’ ASSOCIATION
[hereinafter referred to as the “Association”]

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APPENDIX 5

LOCAL ISSUES

ARTICLE A – RECOGNITION

- A - 1 The Hospital recognizes the Union as the exclusive bargaining agent for all registered and graduate nurses employed by the Hospital, engaged in nursing and teaching, save and except Supervisors, those above the rank of Supervisors, and persons regularly employed for less than the normal weekly hours set forth in this Agreement, and temporary full-time nurses.
- A - 2 The Hospital recognizes the union as the exclusive bargaining agent for all registered and graduate nurses employed by the Hospital, engaged in nursing and teaching, who are regularly employed for less than the normal weekly hours, save and except Supervisors and those above the rank of Supervisor.
- A - 3 “**Director/Manager**” when used in this Agreement shall mean the first supervisory level excluded from the bargaining unit.
- A - 4 “**Vice President**” when used in this Agreement shall mean a Chief Nursing Officer.
- A - 5 Part-Time Commitment

Employees may transfer from category “ A to Category “B” April 1st of each year.

(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:

- i) **Is** available to work forty-five (45) hours in two (2) weeks, including 1 weekend,
- ii) **Is** available two (2) weekends in four (4).
- iii) **Is** available to work December 24th, December 25th and December 26th or December 31st and January 1st.
- iv) Available 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 from indicating his/her ability to meet the following conditions:

- i) **Is** available to work **fifteen** (15) hours in **two** (2) weeks.
- ii) **Is** available one (1) weekend in four **(4)**.
- iii) **Is** available to work December **24th**, December 25th and December 26th or December **31st** and January 1st.
- iv) Available 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.

A - 6 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 Hospital requires the employee for both days, or
- (b) either Saturday or Sunday if the Hospital only requires the employee for one (1) of the days.

ARTICLE B - RIGHTS AND FUNCTIONS OF THE HOSPITAL 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 Hospital as follows:

- (a) To direct the operation of the Hospital 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 not inconsistent 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 not inconsistent 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 charges 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 not be exercised in a manner inconsistent with the provisions **of** this Agreement.

C - 6 Leave of absence shall be granted to employees, provided that **two (2)** weeks written notice is given to the Hospital by the Union.

Full-Time Only

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

ARTICLE D - SCHEDULING - HOURS OF WORK

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

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

Day shift:	0700 - 0800	to	1500 - 1600
Evening shift:	1500 - 1600	to	2300 - 2400
Night shift:	2300 - 2400	to	0700 - 0800

(b) The Hospital 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 Hospital or the Employee by giving notice of one (1) scheduling period. Such approval will be subject to the efficient operation of the Hospital 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.

(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 (c) and (d) 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 Director/Manager shall make available to the Union representative a copy of each schedule at the time it ~~is~~ posted.

iii) The Hospital shall make every reasonable effort to 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.

Split days will be kept to a minimum.

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 Hospital 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 Hour Shifts (Full-Time and Part-Time)

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

Day shift: 0700 - 0900 to 1900 - 2100
Night shift: 1900 - 2100 to 0700 - 0900
- (b) The Hospital 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 Hospital or the Employee by giving notice of one scheduling period. Such approval will be subject to the efficient operation of the Hospital and will be reviewed quarterly. 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 (1), (2) and (3) are not observed the employee shall receive premium pay as provided in Article 14.

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- 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 Union representative 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 in a row 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) The Hospital will not schedule split days off for full-time employees.
- v) A full-time employee shall not be scheduled to change shifts more than once during the week.

D - 3

For All Employees

(a) Scheduling Of Part-Time Shifts

* Subject to Letters of Understanding appended to this Collective Agreement dated June 12, 1998 and October 1, 1998.

- i) The Employer agrees to schedule regular part-time employees equitably up to their commitment on the posted schedule **of** the unit.
- ii) All Category "A" employees shall be scheduled up to their committed hours before any Category "B" employees are utilized.
- iii) Where extra 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 shift is still available it will then be offered to Category "B" employees on the unit on an equitable basis by seniority up to their commitment.

If the shift remains available it will be offered to job sharers by seniority.

Then if the shift remains available the shift will be offered by seniority to regular part-time employees of other units who have expressed interest.

- iv) Where all Category "A" and "B" employees have been given the opportunity to work up to their committed hours, extra hours will then be offered to all regular part-time employees on the unit, who have expressed interest in writing, on the basis of seniority. If the shift remains available it will then be offered by seniority to regular part-time employees of other units who have expressed interest.

- v) **Call-In**

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

This process will continue, excluding those who have achieved their commitment, until all employees have achieved their commitment. Category "A" employees first [1st], then Category "B" employees.

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

When all part-time staff have reached their commitment in the pay period (Category "A" – 45 hours, Category "B" – 15 hours, Job Share – 37.5 hours) call-in hours will be offered in order of seniority.

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

- i) The Hospital shall schedule every other weekend **off**.
- ii) A weekend is defined as that period commencing at the end of the Friday evening shift (or Friday **day** shift if extended shifts) and ending at the commencement of the Monday **day** shift.
- iii) If an employee is scheduled by the Hospital 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 of the time requested. Any change when initiated by the employee shall before implementation require the prior written approval of the appropriate Director/Manager. 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 20th of each year.
- 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.
- iii) 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, 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) The Hospital 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 Hospital 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 Hospital 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

Lieutime, (stats and accumulated overtime), with pay will be granted on a mutually agreeable day within thirty (30) days of the accrual. Upon written request of the employee lieu time may accrue beyond the thirty (30) day limit. This time may be taken in conjunction with vacation time or at any time during the year, however, it is understood that scheduling of vacation time takes precedence over lieu time.

D - 4 Where employees wish to work shifts 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 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 Hospital 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.

ARTICLE - VACATIONS

E - 1 It is understood that an employee may take vacation credits prior to his/her full accrual of vacation credits, to a maximum of thirty seven and one half (37.5) hours. On termination, however, or absence from employment according to the terms of Article 16.01 (e) the employee shall be liable to the Hospital for repayment of any vacation which was used but not earned by him/her.

E - 2 It is understood and agreed that vacation weeks are not necessarily continuous.

However, the Hospital 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 Hospital to operate the Hospital in an efficient manner.

E - 3 Upon written request 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 1st to August 31st.

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

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

The vacation request list will be posted by March 1st.

The approved vacation list will be posted no later than April 15th.

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 and deposited to the Peterborough Credit Union or other bank of the employee's choice.

* NOTE: The parties will revisit payment of vacation pay to part-time employees during Local issues negotiations.

ARTICLE F - PAID HOLIDAYS

F - 1 The following shall be paid holidays:

- | | |
|------------------------|------------------|
| New Year's | Civic Holiday |
| 2nd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day (July 1st.) | 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 Hospital will notify the Local Presidents 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 Hospital.
- (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 Hospital 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.

ARTICLE H - E TIN 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 Hospital reserves the right to remove objectionable items.

- H - 2 The Hospital agrees to allow the Local Association to place on each nursing unit a binder which shall contain a copy of the complete Collective Agreement 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 or before February 1st and on or before September 1st of each year.

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

ARTICLE K - SICK LEAVE

- K - 1 In the case of absence for twenty-two point five (22.5) hours or more due to illness, the employee must report to the Employee Health Office prior to a return to work.

ARTICLE L – RETIREMENT

- L - 1 The normal retirement age for employees shall be sixty-five (65). Upon notifying the Union, the Hospital may however, at its sole discretion, continue to employ on a month-to-month basis any employee after he/she has attained retirement age.

ARTICLE M – MISCELLANEOUS

- M - 1 An Employee may request absent days without pay for family illness or personal business. Where possible the employee will give the Hospital 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.

- M - 2
- (a) The Hospital will notify the President of the Local Employees' Union 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 Hospital 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, the Hospital will endeavour to provide modified work. A meeting will be held to discuss the

circumstances surrounding the employee's return to suitable work. This meeting will include the employee, Department Head and a member of the Local Executive, unless the employee objects. A staff representative of the Ontario Nurses' Association may attend at the request of the Local Union.

- (d) The Hospital 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 Employer 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.

M - 3 The Hospital shall ensure employees are reimbursed for reasonable damages to eye glasses, hearing aids, watches or clothing which occur as result of Employee Abuse.

The Hospital's liability shall not exceed one hundred dollars (\$100.00) per incident for other prescribed prosthetics.

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

M - 5 Ambulance Escort

Before leaving on Ambulance Escort, the employee(s) will be provided with money or vouchers adequate enough to ensure her return to the Hospital. In addition, a lunch package or money will be provided.

M - 6 Employees are expected to provide four (4) or more weeks' notice of resignation.

M - 7 The Hospital shall submit to the Association a quarterly account of the monies owed to the Hospital for Association days. Such account shall be directed to the Treasurer of the Local Association who will remit the full amount to the Hospital within sixty (60) days.

M - 8 The Hospital will provide scrub clothing to nurses working in the I.C.U., P.A.R., O.R., and Cardiac Cath Lab. at no cost to the nurse.

M - 9 The Employer will continue to supply at no cost an office for the use of 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. The Employers' only obligation under this provision is to provide space for the Union to set up a local office.

ARTICLE N - PREPAID LEAVE

N - 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 O -JOB SHARING

O - 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 a individual unit basis and the Hospital 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 (½) of the position posted. However, the other half (½) 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.
- (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 Director/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.
 - iii) Job sharers will indicate to the Employer if they do not wish to be called in for extra shifts.
- (9) In consultation with the Director/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:

It is expected that both job sharers will cover each other's incidental illness. If, because of unavoidable circumstances, one cannot cover the other, the Director/Manager must be notified to book coverage.

ii) Vacation, Maternity Leave. 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 Director/Manager, but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

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.

(h) Discontinuation

Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of the 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.

Signed at Peterborough, Ontario, this 27 Day of November, 2000.

YER:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE ASSOCIATION:

[Signature]
Labour Relations Officer
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE - ROGERS ST. SITE

And:

ONTARIO NURSES' ASSOCIATION

Re: Introduction & Discontinuation of Extended Tours

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.

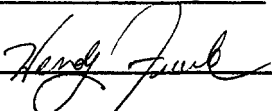
If the initial extended tours is continued beyond the initial trial period, a joint evaluation process will continue on an ongoing basis, according to the following criteria. The Association-Hospital Committee shall be responsible for the joint evaluation process.

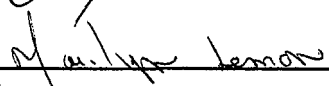
The criteria for assessment shall include:

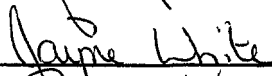
- review of standard of patient care
- incident reports
- overtime
- attendance at in-service education sessions
- individual evaluations
- medication errors
- absenteeism
- scheduling - incidents and problems incurred with relief staff
- turnover rate and reasons on duty and in off duty time
- tabulation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

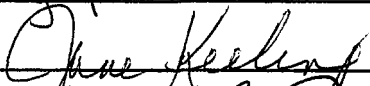
Dated at Peterborough this 15th day of March, 1999.
Renewed at Peterborough this 20th day of June, 2000.


FOR THE EMPLOYER:



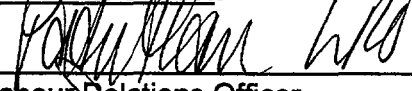










FOR THE UNION:



 Labour Relations Officer


Deborah White, President


LETTER OF UNDERSTANDING

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE - HOSPITAL DRIVE SITE

And:

ONTARIO NURSES' ASSOCIATION

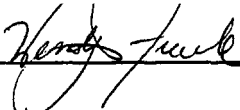
Re: Call-in Procedure for Part - Time

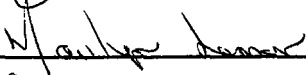
The parties agree, for purposes of clarification, to the following interpretation of the language for Article D-6 (c) during the most recent negotiations for a renewal Collective Agreement:

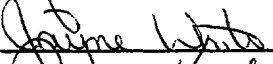
- Extra call-in hours will be offered to the most senior nurse with the least number of hours in the pay period.
- This process will continue, excluding those who have achieved their commitment, until all nurses have achieved their commitment. Category "A" nurses first, then Category "B" nurses.
- Once 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" - 15 hours, Job Share - 37.5 hours) call-in hours will be offered in order of seniority.

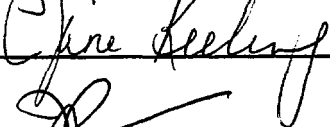
Dated June 12, 1998 at Peterborough, Ontario.
Renewed at Peterborough, Ontario June 29, 2000.


FOR THE EMPLOYER:






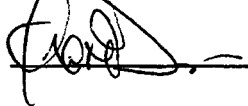


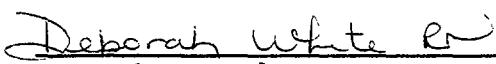





FOR THE UNION:



 Labour Relations Officer


Salvatore Gattuso, Bargaining Unit President




MEMORANDUM OF AGREEMENT

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE - HOSPITAL DRIVE SITE

And:

ONTARIO NURSES' ASSOCIATION

Re: Part - Time Commitment Issues

Whereas a policy grievance, #970393, was filed on June 20, 1997 in respect of issues related to part time commitment, the parties agree to settle all matters in dispute as follows:

- 1) The Hospital is committed to equitable scheduling practices as referenced in the Central and Local Agreements.
- 2) The Hospital believes that it is unreasonable to expect any employee to be continuously available for previously unbooked shifts.
- 3) The parties agree that the Employer will schedule available work to Category "A" employees as per Article D-6 (a) and (b). Employees who work such pre-scheduled shifts will be deemed to have met their commitment. After the schedule is posted, Article D-6 (c) and (d) apply.
- 4) The Hospital will remove all records, cautions or discipline related to Category "A" availability issued prior to this date.
- 5) The parties agree that the foregoing settlement applies to scheduling of Category "A" employees only and does not prejudice either party with respect to any position either party may take with respect to Category "B" employees.

Signed at Peterborough, Ontario this 1st day of October, 1998.
Renewed at Peterborough, Ontario June 29th, 2000.

FOR THE EMPLOYER:

_____ *Handwritten signature*

_____ *Handwritten signature*

_____ *Handwritten signature*

_____ *Handwritten signature*

_____ *Handwritten signature*

FOR THE UNION:

_____ *Handwritten signature*
Labour Relations Officer

_____ *Handwritten signature*

_____ *Handwritten signature*
Deborah White RN

_____ *Handwritten signature*

LETTER OF UNDERSTANDING

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: **BOARD FILE #0706-99-PS**
ONA FILE #990223 & PRHC 16-675

The parties agree that the Nurse Educators employed at the Rogers Street and the Hospital Drive sites of the Peterborough Regional Health Centre are within the Bargaining Unit.

The parties further agree to include this note in the Collective Agreement local appendix currently being negotiated for the term of April 1, 1998 to March 31, 2001.

Signed at Peterborough, Ontario this 16th day of February, 2000.

FOR THE EMPLOYER:

"Shirley Mason"

"Jane Parr"

FOR THE UNION:

"Patricia Carr", Reg.N.
Labour Relations Officer

^{O M.}
"Valerie Austin" Reg. N. B.U.P.

LETTER OF UNDERSTANDING

Between:

PETERBOROUGH REGIONAL HEALTH CENTRE

And:

ONTARIO NURSES' ASSOCIATION

Re: Union Representatives

From Mid October 2000 to January 1, 2001, exclusive of the Christmas time period, the current Bargaining Unit President, Valerie Austin, will be scheduled as an extra on 7.5 hour days, Monday to Friday in ICU.

This time period will be utilized to evaluate the amount of Union/Employer time spent in joint meetings with a view to negotiating on continuation of the practice.

The parties will meet prior to October to establish the terms and conditions of this final agreement.

Signed at Peterborough, Ontario this 20th day of June, 2000.

FOR THE EMPLOYER:

FOR THE UNION:

"Wendy Fucile"

"Patricia Carr", Reg.N.
Labour Relations Officer

"Jane Parr"

"Val^ori^e Austin" Rea. N. B.U.P.