LOCAL

COLLECTIVE AGREEMENT

Between

PETERBOROUGH REGIONAL HEALTH CENTRE

(hereinafter called the "Health Centre")

And

C.U.P.E. LOCAL # 1943

Expires: September 28, 2023

APPENDIX OF LOCAL ISSUES

The following provisions, while not being an exhaustive listing, are appropriate for inclusion in an Appendix of Local Issues. Any local issue provisions which existed in the Health Centre's expiring collective agreement shall be continued in the Appendix of Local Issues subject to any changes, deletions or additions resulting from the current round of bargaining.

- Management Rights
- Statement of Religious Purpose
- Recognition
- Union Membership
- Dues Deduction and Remittance and Dues Lists
- Constitution of Local Bargaining and Grievance Committees
- Seniority Lists
- Scheduling
- Uniform Allowance
- Sick Leave Administrative Provisions
- Designation of Specific Holidays
- Administrative Provision re Payment of Wages
- Meal Allowances
- Bulletin Boards
- Mileage Allowance
- Communication to Union
- Vacation Administrative Provisions
- Pay Day
- Health and Safety
- Designation of Classifications Required to Wear Safety Footwear
- Definition of Seniority Part-Time January to December

Where a Hospital and a Local Union have reached a settlement of all Local Issues, and the form in which their agreed issues are to appear in the Collective Agreement is inconsistent with the foregoing agreement of the central parties, then the local parties may re-open negotiations for the sole purpose of ensuring that the form of their collective agreement is consistent with the foregoing. Any difficulties in this regard shall be submitted to the Implementation Committee for resolution.

IMPLEMENTATION NOTE RE PRE-EXISTING CLAUSES

For those headings containing a reference to this note, if the expiring Collective Agreement applied to part-time employees, the existing provision shall continue, amended as appropriate by any amendment to the full-time provisions.

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APPENDIX OF LOCAL PROVISIONS

A. MANAGEMENT RIGHTS AND FUNCTIONS

The Union recognizes that the management of the Health Centre and the direction of the working force are fixed exclusively by the Health Centre and shall remain solely with the Health Centre except as specifically limited by the express provisions of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Health Centre to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, discharge, direct, classify, transfer, promote, demote, assign employees to shifts, layoff and suspend or otherwise discipline employees for cause provided that a claim of discriminatory classification, promotion, demotion, or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (c) Establish and enforce rules and regulations, policies and practices to be observed by employees, provided that they are not unreasonable nor are inconsistent with the provisions of this Agreement;
- (d) Generally to manage and operate the Health Centre in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Health Centre's operations, not otherwise specifically dealt with elsewhere in the Agreement.

It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

B. <u>MANAGEMENT GRIEVANCE</u>

It is understood that the Health Centre may bring forward at any meeting with the Grievance Committee any complaint or grievance with respect to the conduct of the Union, its officers, committees, or with respect to the conduct of the employees generally and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of an employee.

C. <u>RECOGNITION</u>

The Health Centre recognizes the Union as the sole and exclusive bargaining agent for all of its employees, save and except supervisors and foremen, persons above such rank, medical staff, professional and technical staff, office and clerical staff, and persons bound by subsisting Collective Agreements.

D. UNION MEMBERSHIP

The Union agrees that any employee to whom this Collective Agreement applies may exercise or may refrain from exercising their right to become a member of the Union or cease to be a member of the Union.

(a) The Health Centre agrees that, as a condition of employment, it will deduct from each pay for all employees subject to the terms of this Agreement, whether a member or non-member of the Union, a sum equivalent to the regular dues, and to remit such dues to the Treasurer of the Union monthly. It is understood that the Union will give the Health Centre one (1) months notice in writing of any change in the amount of dues.

The Health Centre agrees that it will provide the number of hours worked by part-time employees, and forward this information to the Treasurer of the Union monthly.

The Union and its membership agree to hold the Health Centre completely harmless with respect to all dues, or amounts equivalent thereto, so deducted and remitted.

(b) The Health Centre will provide the Union with a list of addresses and phone numbers for all members of the bargaining unit on a monthly basis unless an employee notifies the Health Centre in writing that they do not wish that their address and phone number be made known to the Union.

E. <u>NEGOTIATING COMMITTEE</u>

The Health Centre acknowledges the right of the Union to appoint or otherwise select a negotiating committee of not more than four (4) employees plus the President of the Local and no more than one (1) member from any one (1) classification, and will recognize and deal with the said committee with respect to any matter which properly arises from time to time during the term of this Agreement.

F.(1) GRIEVANCE COMMITTEE

For the purposes of Article 6:06, the President of the Local or their designee shall be one of the members of the Grievance Committee.

F.(2) ASSISTANCE OF THE UNION

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees, who shall have access to the Health Centre premises by prior advice and approval of the Executive Director or their designee, in order to investigate or assist in the settlement of grievances.

F.(3) UNION STEWARDS

The Union will provide for Stewards, to be elected from the Union Membership to act in the following locations of the Health Centre:

(a) Chief Steward	1
(b) Building Services	1
(c) S.P.D.	1
(d) Housekeeping	2
(e) Registered Practical Nurse	4
(f) Nutrition Services	2
(g) Other (not included in above)	

G. (1) HOURS OF WORK AND WORKING CONDITIONS

(a) The hours and days of work of each employee shall be posted in an appropriate place at least four (4) weeks in advance. The Health Centre agrees there will be no arbitrary or discriminatory assignment of personnel to particular shifts. There will be no split shifts. It is expected employee's will meet the posted schedule. Once the schedule is posted there shall be no changes without consent of the employee. The Manager is responsible for keeping a copy of the original posted schedule. Such schedule shall be readily available, upon request, to the employees.

The Health Centre will endeavour to equitably distribute training opportunities.

For full-time employees only, there shall be a minimum of forty-eight (48) hours scheduled between the completion of a night shift rotation and the commencement of a day shift rotation. All hours scheduled with less than forty-eight (48) hours off after a tour of nights shall be paid at a premium of time and one half (1 1/2).

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(b) For Part time employees the schedule shall be posted in such a way that allows part time hours and shifts to be divided as equitably as possible. In the event that an equal number of shifts are not possible, the remaining shifts will be distributed in descending order of seniority.

Additional Shifts after the Posted Schedule

Additional shifts/call-in shifts (those arising after the schedule is posted) will be offered to all employees (able to perform the duties) and be awarded in the following way:

1. Straight Time without incurring additional premiums:

Most senior member in the unit/department with the least number of hours, in the same four week period as is defined for the purposes of calculating overtime (per 15.02c).

Most senior member off unit/department within the same classification with the least number of hours, in the same four-week period as is defined for the purposes of calculating overtime (per 15.02c).

- 2. Over Time as per G5 without incurring additional premiums (inclusive of future shifts)
- 3. Straight time potentially incurring premiums (inclusive of future shifts)

Most senior member in the unit/department with the least number of hours, in the same four week period as is defined for the purposes of calculating overtime (per 15.02c).

Most senior member off unit/department within the same classification with the least number of hours, in the same four-week period as is defined for the purposes of calculating overtime (per 15.02c).

4. Overtime as per G5 potentially incurring premium (inclusive of future shifts)

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

A shift will be deemed to be offered whenever notification is placed. Failure to make contact with an employee will result in the offer of the extra shift being made to the next senior employee able to perform the duties.

G.(2) DAYS OFF

No employee shall be scheduled to work more than seven (7) consecutive days. The Health Centre will make every reasonable effort to schedule days off for employees on the basis of two (2) at each time. This does not preclude a mutual agreement between the Health Centre and the worker to split the days off.

For full-time employees, in scheduling shifts, the Health Centre will schedule so as to provide a minimum of one (1) weekend off in every two (2) week period. A full-time employee shall receive premium pay for all hours worked on a second weekend. A full-time RPN will receive premium pay for all hours worked on a second and additional, if any, consecutive and subsequent weekend, save and except where:

- 1. Such weekend has been worked by the employee to satisfy specific days off requested by such employee, or
- 2. Such employee has requested weekend work, or
- 3. Such weekend is worked as a result of exchange of shifts with another employee.

This provision is not intended to exclude schedules that provide for every Saturday and Sunday off.

For all part-time employees, the Health Centre will schedule so as to provide a minimum of one weekend off in every three (3) week period. A part-time employee shall receive premium pay for all hours scheduled on a third weekend.

The weekend will consist of forty-eight (48) hours where the majority of hours fall between 2400 hours Friday to 2400 hours Sunday.

Employees shall be allowed the trading of shifts with another employee able to perform the duties of the jobs with the consent of the Manager or designate. Such mutual exchange would not require the Employer to pay overtime. Such mutual exchange shall be in writing. Such request will not be unreasonably withheld.

G.(3) TIME OFF BETWEEN SCHEDULED SHIFTS

When a full time employee is required to change shifts, sixteen (16) hours shall be allowed between shifts. If, however, an employee is required to report on a second shift with less than sixteen (16) hours after finishing the first shift, the employee shall be paid at premium rates of time and one half for the period worked before the sixteen (16) hour time has expired.

When a part time employee is required to change a scheduled shift, 11 hours shall be allowed between shifts. If, however, an employee is required to report on a second shift with less than eleven (11) hours after finishing the first shift, the employee shall be paid premium rates of time and one half for the period worked before the eleven (11) hours has expired. Agreed to added shifts or call-ins will be exempt from the premium pay of time and one half.

G.(4) NOTICE OF CHANGE OF SHIFT

 a) The Health Centre will provide at least forty-eight (48) hours notice in advance of assignment to a different shift. Where less than forty-eight (48) hours is given, changes shall only be made with consent of the employee.

Changes to a full time employees posted scheduled days off shall only be made with consent of the employee.

- b) The Health Centre agrees there will be no arbitrary or discriminatory assignment of personnel to particular shifts. It is recognized, however, by both parties, that the Health Centre must be efficiently staffed at all times and therefore the above commitment will in no way preclude the employment of personnel who would be unavailable at other than particular times. (ie students)
- c) When an employee is awarded a shift at a time that would prevent them from reporting to work for the shift's regular start time, providing they report to work within one and one-half (1 ¹/2) hours of the shifts start time, they will be paid their regular straight time rate for the period of time between the shift's regular start time and the time they actually reported for work.

NOTE: This clause does not apply to those situations where the applicable premium rate of pay is provided, i.e. Article 15.06.

Cancellation of Shift

d) If the Health Centre cancels a shift, at least forty eight (48) hours notice will be given. If less than forty eight (48) hours notice is given, the employee will be paid at time and one-half (1 1/2) of their regular straight time rate of pay for the equivalent number of hours cancelled, on their next shift worked.

For the purposes of cancellation of a partial or single shift, the following will apply;

- i) Time off will be offered to full-time and part-time staff and granted based on most senior.
- ii) Staff on overtime will be cancelled first in a reverse order of blended seniority of part-time and full-time.
- iii) Part-time staff will be cancelled in reverse order of seniority.

G.(5) OVERTIME

a) Overtime will be awarded in order of seniority to full time and part time employees within the same classification, within the same work area/unit/department, able to perform the duties of the job.

If overtime hours remain available, they will be awarded, to employees of the same classification on other units, in order of seniority (full-time and part time combined), who have expressed interest, and who are able to perform the duties of the job.

Employees who work greater than two (2) hours overtime as a result of an extension of a worked shift shall be provided with a meal or ten dollars (\$10.00) if the employer is unable to provide a meal.

b) For the purposes of Article 15.03, overtime will not be paid for additional hours worked during a twenty-four (24) hour period as a result of a change in shift at the request of an employee or changeover to daylight saving from standard time and vice-versa or exchange of shifts by two employees.

Overtime will not be paid in accordance with Article 15.02 if the additional hours, days or weekends have been worked as a result of a request initiated by an employee to have specific days off or a request for a regular weekend work.

G.(6) EMPLOYEE REQUEST FOR SCHEDULING CHANGES

It is understood that all employee requests for changes to the posted schedule, are subject to Manager (or designate) approval.

Requests for shift exchanges must be provided with no less than 48 hours (or 2 business days) notice, unless due to exceptional or emergency circumstances. Approvals for such requests will not be unreasonably withheld.

G.(7) SELF-SCHEDULING

Where the parties agree to the use of self-scheduling for part-time staff on a unit, the following will apply:

- a) Self-scheduling, including all unit specific scheduling guidelines, will reflect scheduling provisions in the collective agreement in all respects. All guidelines related to self-scheduling must be mutually agreed upon prior to the implementation on any unit. Such guidelines will be developed collaboratively by the Union and the Health Centre with input from the unit and management.
- b) Self-scheduling is viewed by the Employer as scheduling by employees in order to promote more flexible schedules that meet the needs of the employees and the needs of the unit. Self-scheduling should not result in additional costs to the Employer.
- c) Self-scheduling agreements may be discontinued by either party with 90 days' notice in writing. Once notice is received by either party, a meeting will be scheduled to discuss.

G.(8) ALTERNATIVE SCHEDULING

Alternative scheduling arrangements may be developed when the Hospital and Union agree to implement or expand such scheduling.

Should there be a request for an alternative scheduling arrangement, 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.

H.(1) TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT

For the purposes of Article 9.06, the effective date shall be December 7th, 1984.

H.(2) TRANSFER OF SENIORITY AND SERVICE

- (a) For the purposes of Article 9.07, the effective date shall be December 7th, 1984.
- (b) In accordance with Article 9.02 the definition of seniority for part-time employees who cannot accrue more than 1725 hours in a twelve (12) month

period. The twelve (12) month period shall be January 1 to December 31 in each year.

H.(3) SENIORITY LIST

A seniority list of all employees covered by this Agreement shall be provided monthly to the Union. The seniority hours for all part-time employees will be provided as of the pay period immediately preceding the month end and is not inclusive of any updates to staff on leave of absence. This list shall include names, positions, and date upon which the employee last commenced employment with the Health Centre in a position covered by this Agreement, save and except as may be necessary to give effect to 9.07.

Seniority lists will be posted bi-annually on February 15th and August 15th of each year on the intranet.

On a monthly basis, the Health Centre will provide to the Union the seniority hours for all part-time employees as of the pay period immediately preceding the month end.

H.(4) TRANSFER TO LOWER PAYING CLASSIFICATION

An employee who is transferred to a permanent position paying a lower rate of pay will be paid at the rate of pay where their seniority takes them.

I.(1) HOLIDAYS

For the purposes of Article 16, the holidays are:

New Year's Day Family Day, 3rd Monday in February Good Friday Easter Monday Victoria Day Canada Day Civic Holiday Labour Day Thanksgiving Remembrance Day – November 11 Christmas Day Boxing Day

I.(2) PAYMENT FOR WORKING ON A HOLIDAY

- a) Where any of the above-mentioned holidays fall on or is observed on an employee's regularly scheduled day off, they will receive an additional day off in lieu with pay to be taken within ninety (90) days after the day on which the holiday is observed.
- b) It is understood and agreed that the Health Centre will give every consideration to an employee's expressed preference of time (and particularly Monday through Friday) at which they wish to take their lieu days but, of necessity, the Health Centre must reserve the final decision as to the scheduling of such lieu days.

Note: Any reference to days in lieu applies to full-time only.

c) Where two (2) or more requests are being considered at the same time, preference and priority will be in order of seniority within a particular classification, and when appropriate, work location.

If an employee fails to request their lieu day within the specified ninety (90) days, the lieu day will be scheduled or paid out at the discretion of the Health Centre during the following posted schedule.

d) Where an operational need exists, the Employer will endeavour to schedule the statutory holiday to a part time employee who is scheduled to work on the weekend adjacent to a statutory holiday. Where a part time employee is scheduled off on a weekend adjacent to a statutory holiday, be it a Monday or a Friday, the Employer will endeavour to schedule such a holiday off subject to operational needs.

I.(3) TIME OFF AT CHRISTMAS OR NEW YEARS'

All employees shall be entitled to either Christmas Day or New Years' Day off. An employee may request to work both holidays. In addition, the Employer will make every reasonable effort, where possible, to schedule at least five (5) consecutive days off at the request of the employee. In the event of a conflict between two (2) or more employees in the same department, seniority shall govern on the above.

The Health Centre will schedule Christmas and New Year's holidays so that employees will not be scheduled 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. Note* If an employee uses a vacation day on Christmas Day/New Years' Day in any give year they shall not be scheduled to work Christmas Day/New Years' Day the next year.

The Health Centre will endeavour to allow each employee who is scheduled off either Christmas Day or New Years' Day, to be scheduled off the day prior to /or after the holiday if so requested by the employee. Subject to the operational needs, extended tour employees may request to work a short tour (7.5 hours) on Christmas Day or New Year's Day.

J.(1) VACATION ENTITLEMENT

Continuous service for each employee under this Article shall be determined in accordance with Articles 9:02 and 9:04. No employee shall have their present entitlement reduced by reason of the terms of this Agreement.

"Vacation entitlement shall be provided under Article 17.01."

J.(2) VACATION PAYMENT - CALCULATION

Vacation credit will accrue on a pay period basis. When an employee, because of length of service, becomes entitled to a longer vacation as provided above, their vacation entitlement will be increased to the higher level as of the first pay period following the date of completion of the required length of service.

Vacation with pay shall be at the employee's regular hourly rate of pay at the time of taking vacation, based on thirty-seven and one-half (37 1/2) hours for each week of vacation entitlement.

An employee who terminates their employment at any time in their vacation year, before they have taken their applicable vacation shall be entitled to a proportionate payment of wages in lieu of such vacation credit provided that adequate notice of such termination of employment is given to the Employer in accordance with the provisions of Article 17.04. Cash, in lieu of vacation, shall be paid only on severance of employment. It is understood that when an employee terminates their employment before the full accrual of vacation credits, the Health centre will deduct from the employee's final pay any monies for vacation credits paid to the employee but not yet earned.

J.(3) VACATION SCHEDULING

The Health Centre will endeavour to schedule vacations on as equitable a basis as possible having regard to the efficient operation of the Health Centre. The Health Centre will give preference to the vacation period requested by each

employee, but of necessity, the Health Centre must reserve the final decision as to the scheduling of vacation.

Vacation to be taken in whole or part during the vacation year.

For the purposes of vacation planning, for the period of June 1st to November 30th, the master schedule will be made available to staff no later than February 15th of each year. Requests will be submitted no later than March 15th for the period of June 1st to November 30th.

For the period of June 1st to November 30th, staff will identify their first and second preferred choices.

The employer will respond to these requests by April 15th, notifying employees whether they have been approved or denied. A vacation request put in pending status will be considered denied; such requests may be left in pending until it is approved or withdrawn by the employee. In the event of a vacation scheduling conflict between the employees in the same job classification of the same Department or Unit, preference will be granted on seniority basis.

Requests submitted after March 15th for the period of June 1 to November 30th, will be granted on a first come first serve basis subject to the usual staffing requirements of the department.

For the purposes of vacation planning, for the period of December 1st to May 31st, the master schedule will be made available to staff no later than August 15th of each year. Requests will be submitted no later than September 15th for the period December 1st to May 31st.

For the period of December 1st to May 31st, staff will identify their first and second preferred choices.

The employer will respond to these requests by October 15th, notifying employees whether they have been approved or denied. A vacation request put in pending status will be considered denied; such requests may be left in pending until it is approved or withdrawn by the employee. In the event of a vacation scheduling conflict between the employees in the same job classification of the same Department or Unit, preference will be granted on seniority basis.

Requests submitted after September 15th for the period of December 1st to May 31st, will be granted on a first come first serve basis subject to the usual staffing requirements of the department.

Unless there are exceptional or emergency circumstances, vacations requests must be made no later than 14 days prior to the shift occurring. For requests that fall within the posted schedule, the requests shall be confirmed or denied within

one (1) week of such request being submitted. For requests that fall outside the posted schedule the requests shall be confirmed or denied within two (2) weeks of such request being submitted. Short notice vacations shall be submitted to the Manager and will be considered in accordance with operational requirements.

Vacation schedules, once approved by the Employer, shall not be changed except by written agreement between the Employer and the employee.

The Union agrees to waive the twenty-four (24) hours per week requirement for employees from June 15 to September 15 providing no full-time employee is denied his/her vacation request during the above stated time, without just cause.

J.(4) NOTICE OF TERMINATION

An employee who leaves the employ of the Health Centre without having given at least two (2) weeks notice of termination shall be entitled to vacation pay calculated in accordance with the provisions of the Employment Standards Act, 1974 or as the same may be from time to time amended.

K. <u>CALL BACK</u>

For the purposes of Article 15:06, the following is a superior provision:

When an employee is required to travel to the Health Centre and/or to return to their home between midnight and 0700 hours, as a result of being called back to work outside their regularly scheduled hours, the Health Centre will pay transportation costs either by taxi or by their own vehicle to a maximum of \$25.00. The employee will provide to the Health Centre satisfactory proof of payment of taxi fare when applicable. Use of the employee's own vehicle will be reimbursed at the Health Centre's rate.

L. <u>AUTOMOBILE ALLOWANCE</u>

Where after commencing their shift, the employee is requested by the Health Centre to go to another site to perform the duties of their classification, the employee who uses their own vehicle will be paid travel time and mileage between the sites from the Health Centre at the Health Centre rate.

M. WASH-UP TIME

In areas where there is a sterile working environment, employees will be allowed, subject to existencies of patient needs, five (5) minutes at the start and five (5) minutes prior to the end of each shift for clean-up/wash-up.

N. BULLETIN BOARD

The Health Centre shall provide space on three (3) bulletin boards where the Union shall have the right, subject to the approval of the Executive Director of the Health Centre or their designee, to post notices of meetings and such other notices as may be of interest to the employees.

Designated Locations:

- 1. Outside Union office
- 2. Virtual bulletin board which the Health Centre will provide administrative access to the Union to a portal on the Intranet
- 3. W3

The Health Centre shall provide to union a copy of the seniority list monthly and a copy of successful applicant notices within seven (7) days of awarding the position.

O.(1) UNIFORMS

Where the Health Centre requires an employee to be in uniform, such uniform will be supplied by the Health Centre. Uniforms will be replaced as needed.

O.(2) PROTECTIVE CLOTHING

An employee required to work in adverse conditions, will be provided appropriate clothing at any time of the year. Appropriate clothing will also be provided for employees required to work in Nutrition Services walk-in freezers and / or cold rooms.

O.(3) MAINTENANCE TOOLS

The parties agree that the Health Centre will provide, maintain and replace, as necessary, any tools required to carry out the employee's duties. Such tools will be the property of the Health Centre.

Employees will not be required to provide tools on the job.

P. <u>PROTECTIVE FOOTWEAR</u>

For the purposes of Article 19:01, functions requiring the wearing of safety boots shall include portering S.P.D. carts.

The Health Centre will require employees performing the following functions to wear appropriate safety footwear:

- 1) Building Services
- 2) Grounds
- 3) Stores (only where frequently working in storage areas)
- 4) Portering (as determined by the Health Centre) heavy carts on a regular basis, e.g. linen carts, food wagons.

Q. LETTERS OF WARNING

The Health Centre will forward to the Union a copy of any letter of warning, reprimand, discipline or dismissal given to any employee covered by this Collective Agreement. Where a supervisor intends to interview an employee for the above purposes, the supervisor shall endeavour to notify the Union in advance of the purpose of the interview. The employee has the right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action. It is understood that regular work performance, coaching style meetings do not qualify above.

R.(1) R.P.N. EDUCATION

The Health Centre agrees that Registered Practical Nurses will be encouraged to fully employ all of the added skills for R.P.N.'s which the Health Centre has determined to utilize in the workplace.

R.(2) R.P.N. SKILL UTILIZATION

The Health Centre undertakes to encourage Registered Practical Nurses (RPN's) to upgrade their skills to the present level of those being acquired by the graduating RPN's. Further, the Health Centre will, where practicable, encourage and permit the utilization of the upgraded skills.

Should the Health Centre require those skills on the work units, the Health Centre will pay for attendance at such training at regular wages and will also pay for tuition and materials.

S.(1) WORKER'S SAFETY AND INSURANCE BOARD

The Health Centre agrees to provide the employee with a copy of the Worker's Safety and Insurance Board Form #7 at the same time as it is sent to the Board. The employee and the Union shall be notified, in writing, by the Employer if the

Employer intends to appeal the WSIB claim. If the employee appeals the decision they will notify, in writing, the Employer of such.

S.(2) RETURN TO WORK COMMITTEE

The Health Centre will notify C.U.P.E., Local #1943 of the names of all members of the Bargaining Unit off work due to work related injury (whether or not the members are in receipt of WSIB Benefits) and those on LTD, on a monthly basis.

S.(3) MODIFIED WORK

The parties agree that the Health Centre and the Union representatives will regularly review all new cases where illness, accident, or deteriorating abilities may require occupational accommodation or modification of job duties. The Union may have the assistance of a National Staff Representative. The Health Centre and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

Decisions regarding accommodation of individuals or job modifications shall be based upon mutual agreement of the parties.

Disputes shall be resolved by the grievance and arbitration procedure of this Collective Agreement with regard to the provision of The Workplace Safety & Insurance Board (Ontario) and The Human Rights Act (Ontario).

No employee shall suffer layoff, reduction of hours, or reduction in rate of pay as a consequence of modified or accommodating work being made available to another employee.

All time spent attending such meetings by the member of the local executive shall be considered time worked.

T.(1) OCCUPATIONAL HAZARDS COMPENSATION

The Health Centre will reimburse an employee for reasonable damages to eye glasses, hearing aids or watches as a result of patient action up to the maximum amount coverage of the benefit plan entitlement, or one hundred (100) dollars if not covered by benefit coverage with proof of receipt, provided that the appropriate incident report(s) are completed and verified.

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.

T.(2) VIOLENCE IN THE WORKPLACE

The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee.

The Health Centre agrees to continue its development of explicit policies and procedures to deal with such situations and shall submit such policies to the Joint Health and Safety Committee for review.

The Joint Health and Safety Committee shall concern itself with those matters and shall make such recommendations as it deems appropriate.

U.(1) PRINTING OF AGREEMENT

The Union and the Employer will jointly bear the cost of a printed Collective Agreement in the normal acceptable size.

U.(2) ELECTIONS

Employees shall be permitted time off to vote in election in accordance with the minimum legislative requirements.

U.(3) JOB DESCRIPTIONS

An employee will be given a copy of their job description upon request.

U.(4) UNION MEETING SPACE

The Health Centre shall provide sufficient meeting space to allow the Local Union to hold its monthly meetings on the Hospital premises, provided such space is available.

V. <u>HEALTH AND SAFETY</u>

V.(1) JOINT HEALTH AND SAFETY COMMITTEE

The parties agree that the Health Centre has a good functioning Joint Health and Safety Committee and its policies and procedures are appropriate under the Occupational Health and Safety Act. This committee is made up of representatives from all Health Centre groups with equal representation from workers and management.

- (a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The parties further agree that when faced with occupational health and safety decisions, the hospital will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees. The Health Centre shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.
- (b) Recognizing its responsibilities under the applicable legislation, the Health Centre agrees to accept, as a member of its Accident Prevention – Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employee's.
- (c) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.
- (d) The Health Centre agrees to cooperate in providing necessary information and management support to enable the Health and Safety Committee to fulfil its functions. In addition, the Health Centre will provide the Health and Safety Committee with access to all accident reports, health and safety records and other pertinent information in its possession. The Health and Safety Committee shall respect the confidentiality of the information.
- (e) Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Any representative appointed or selected in accordance with (b) hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Accident Prevention-Health and Safety Committee in accordance with the foregoing shall be granted and time so spent attending such meeting shall be deemed to be work time for which the representative(s) shall be paid by the Health Centre at their regular or premium rate as may be applicable.

- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician, the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if they request, will be granted an unpaid leave of absence before commencement of the maternity leave referred to in Article 12.06.
- (i) Where the Health Centre determines that there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- (j) An employee who is required by the Health Centre to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.
- (k) Where the Health Centre identifies high risk areas where employees are exposed to infectious or communicable diseases (ie: Hepatitis B) for which there are available protective medications, such medications shall be provided at no cost to the employee.

CERTIFIED WORKER

The Health Centre accepts that one CUPE member who is to serve on the Joint Occupational Health & Safety Committee will be trained as a certified worker under the Occupational Health & Safety Act. Any costs associated with the initial training and any further upgrading related to the changes in the Occupational Health & Safety Act of a certified worker will be paid by the Health Centre or as may be prescribed pursuant to the Occupational Health & Safety Act and its regulations.

W. UNION OFFICE

The Health Centre will provide the Union with secure space to serve as a union office. Phone service, computer equipment, printer and internet will also be provided.

X. <u>EMPLOYER PAID LEAVE</u>

The Health centre will provide 2 days of paid union leave to the Local President per week to conduct union business. 2 days means coverage for an 8 or 12-hr worker, dependent on status of the Local President.

Y. LAYOFFS FOR AMALGAMATION OR MERGER

In the event that any amalgamation, merger or transfer of services between the Health Centre and/or other sites/operator results in the necessity to reduce the number of employees, such reduction will be made in accordance with the Collective Agreement.

Z(1). MENTORSHIP

Registered Practical Nurses (RPNs) may, from time to time, be assigned a formal mentorship role for a designated nurse. Mentorship is a formal supportive relationship between two (2) RPNs, which results in the professional growth and development of an individual practitioner to maximize their clinical practice. The relationship is time limited and focused on goal achievement. Orientation to the organization or general functioning of the unit does not constitute mentorship.

After consultation with the RPN being mentored and the mentor, the Hospital will identify the experiences required to meet their learning needs, will determine the duration of the mentorship assignment and expectations of the mentor, and appropriate training. During the consultation process, the Hospital will review the mentor's workload with the mentor and the RPN being mentored to facilitate successful completion of the mentoring assignment.

The Hospital will provide, on a regular basis, all nurses with an opportunity to indicate their interest in assuming a mentorship role, through a mechanism determined by the local parties. The Hospital selects and assigns the mentor for a given mentoring relationship. At the request of any RPN, the Hospital will discuss with any unsuccessful applicant ways in which they may be successful for future opportunities.

The Hospital will pay the RPN for this assigned additional responsibility a premium of sixty cents (60ϕ) per hour, in addition to their regular salary and applicable premium allowance.

Z(2). PRECEPTORSHIP (STUDENT SUPERVISION)

Preceptorship is a formal supportive relationship between a RPN and a student. For the purpose of providing a quality of practice environment that promotes professional growth and development of nursing students, during their consolidation, a selected RPN will be assigned with the consolidating student for the duration of their placement.

RPN's can agree to be assigned a formal preceptor role for a designated student who is completing their consolidation.

The Hospital will provide, on a quarterly basis, all RPN's with an opportunity to indicate their interest in assuming a preceptor role.

The hospital will pay the RPN for this assigned additional responsibility a premium of one dollar (\$1.00) per hour, in addition to their regular wage.

Signed at Peterborough, Ontario this 20th day of March 2024.

For the Health Centre

Sue Haydon Signer ID: F5IXBCSO10...

Kathleen McCartie Shelley MacDonald

Shelley MacDonald

Paula Harrington

Paula Hamindton

For the Union

Stephen Horner Susan Keeling

Sugner ID: 6BELZGSY10. Susan Keeling

<u>isa Barker</u>

Megan Fitzpatrick

Megan Fitzpatrick

Tick Sart

Amanda Lewis

Appendix L1 LETTER OF AGREEMENT

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL #1943

SUBJECT: EXTENDED TOURS – 12 HOUR SHIFTS

The parties agree for employees working an extended tour schedule, the following will apply:

Work Unit and Employees Covered

This agreement is applicable to Registered Practical Nurses working in nursing units except for Surgical Suite.

Hours of Work

The normal or standard extended work tour shall be 12 hours per day (11.25 hours paid).

For all full-time employees, the Hospital will issue a schedule that provides every second weekend off and no more than 3 scheduled consecutive 12 hour days of work. Days off will be on the basis of no less than two (2) consecutive days at a time. Three and three quarter (3.75) hour tours may be scheduled for the purpose of balancing tours.

Changes In Schedule

Requests for changes in the posted schedule shall be made in accordance with Article G.6. Such request may be granted at the discretion of the Manager or designate.

<u>Overtime</u>

Overtime will be paid at the rate of time and one-half (1 ½) for all hours worked in excess of the 12 hour. Overtime must be authorized in advance by the Manager or designate.

Rest Periods/Meal Breaks

On the twelve (12) hour tour a total of ninety (90) minutes of rest/meal breaks will occur. Forty-five (45) minutes will be paid and forty-five (45) minutes will be unpaid.

Sick Leave and Long-Term Disability (Full-Time only)

The Short-Term portion of the sick leave plan (HOODIP) will provide payment for the number of hours absent (according to the schedule) to a total of 562.5 hours (fifteen (15) weeks). All other provisions of the existing plan shall apply.

Paid Holidays (Full-Time only)

Paid Holidays will be calculated on the basis of seven and one half (7 $\frac{1}{2}$) hours per day.

An employee required to work on a designated holiday shall be paid at time and one half (1 $\frac{1}{2}$) the employee's straight time hour rate for all hours worked on such holiday. In addition, the employee will receive a lieu day off and will be paid on the basis of seven and one half (7 $\frac{1}{2}$) hours per lieu day at a time mutually agreeable between the employee and the manager.

Vacation (Full-Time only)

Vacation entitlement as set out in Article 17.01 (a) of the Collective Agreement will be converted to hours.

Shift and Weekend Premium

An employee who works the night tour will be paid in accordance with Article 15.09 of the Collective Agreement.

Weekend Premium would apply for all hours worked between 2300 hours Friday and 2300 hours Sunday.

Discontinuation

The parties agree to provide 90 days notice in writing of intent to discontinue the Extended Tour arrangements. Once notice is received by either party, a Labour/Management meeting will be held to discuss the matter.

Signed at Peterborough, Ontario this 20th day of March 2024.

For the Health Centre

Sue Haydon Sue Haydon^{10...}

Kathleen McCartie Shelley MacDonald

Paula Harrington Paula Harrington

For the Union

Stephen Horner Susan Leeling Susan Keeling

Lisa Barker

Megan Fitzpatrick Signer ID: LB#22FV010 Megan Fitzpatrick

NACOLE BEHIEL

<u>Amanda Lewis</u>

Appendix L2 LETTER OF UNDERSTANDING between PETERBOROUGH REGIONAL HEALTH CENTRE And CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL #1943

RE: EXTENDED TOURS – 12 HOUR SHIFTS

Work Unit and Employees Covered

This agreement is applicable to Personal Support Workers.

Hours of Work

The normal or standard extended work tour shall be twelve (12) hours per day (eleven and one-quarter (11.25) hours paid).

For all full-time employees, the Health Centre will issue a schedule that provides every second weekend off and no more than three (3) scheduled consecutive twelve (12) hour days of work. Days off will be on the basis of no less than two (2) consecutive days at a time.

Changes in Schedule

Requests for changes in the posted schedule shall be made in accordance with Article G.6. Such request may be granted at the discretion of the Manager or designate.

<u>Overtime</u>

Overtime will be paid at the rate of time and one-half $(1 \frac{1}{2})$ for all hours worked in excess of the eleven and one-quarter (11.25) hours. Overtime must be authorized in advance by the Manager or designate.

Rest Periods/Meal Breaks

On the twelve (12) hour tour, a total of ninety (90) minutes of rest/meal breaks will occur. Forty-five (45) minutes will be paid and forty-five (45) minutes will be unpaid.

Sick Leave and Long-Term Disability (Full-time only)

The Short-Term portion of the sick leave plan (HOODIP) will provide payment for the number of hours absent (according to the schedule) to a total of five hundred sixty-two and one-half (562.5) hours or the equivalent of fifteen (15) weeks. All

other provisions of the existing plan shall apply.

Paid Holidays (Full-time only)

Paid Holidays will be calculated on the basis of seven and one-half (7 1/2) hours per day.

An employee required to work on a designated holiday shall be paid at time and one-half (1 ¹/₂) the employee's straight time hourly rate for all hours worked on such holiday. In addition, the employee will receive a lieu day off and will be paid on the basis of seven and one-half $(7 \frac{1}{2})$ hours per lieu day at a time mutually agreeable between the employee and the manager.

Vacation (Full-time only)

Vacation entitlement as set out in Article 17.01 (a) of the Collective Agreement will be converted to hours.

Shift and Weekend Premium

An employee who works the night tour will be paid in accordance with Article 15.09 of the Collective Agreement.

Weekend Premium would apply for all hours worked between 2300 hours Friday and 2300 hours Sunday.

Discontinuation

The parties agree to provide ninety (90) days notice in writing of intent to discontinue the Extended Tour arrangements. Once notice is received by either party, a Labour/Management meeting will be held to discuss the matter.

Signed at Peterborough, Ontario this 20th day of March 2024.

For the Health Centre

Sue Haydon Sue Haydon

Kathleen McCartie

Kathleen McCartie Shelley MacDonald

Shelley MacDonald Paula Harrington

Paula Harrington

For the Union

Stephen Horner Susan Keeling

Susan Keeling

Lisa	Barker
Lisa Bar	KAKCDTIU

Megan Fitzpatrick

Megan Fitzpatrick

Het

Amanda Lewis

Appendix L3

LETTER OF AGREEMENT

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES

Local #1943

SUBJECT: COMBINATION OF EXTENDED AND REGULAR TOURS – 12 AND 8 HOUR SHIFTS

The parties agree for employees working a combination of extended and regular tour schedules, the following will apply: Unless otherwise amended herein, all other language in the collective agreement continues to apply.

Work Unit and Employees Covered

This agreement is applicable to Registered Practical Nurses working in the Dialysis Department.

Hours of Work

The normal or standard extended work tour shall be 12 hours per day (11.25 hours paid). The normal or standard tour shall be 8 hours per day (7.5 hours paid).

At least twelve (12) hours off will be scheduled between shifts. Where an employee is required to report on a second shift less than twelve (12) hours after finishing the first shift, the employee shall be paid at overtime rates for the period worked before the twelve (12) hour time allowed for shift change has expired.

At least 48 hours off will be scheduled when switching from nights to days unless otherwise mutually agreed.

Changes in Schedule

Requests for changes in the posted schedule shall be made in accordance with Article G.6. Such requests may be granted at the discretion of the Manager of designate.

<u>Overtime</u>

Overtime will be paid at the rate of time and one-half (1¹/₂) for all hours worked:

- 1) Working in excess of the 11.25 hours on an extended tour
- 2) Working in excess of three (3) consecutive extended tours
- 3) Working in excess of 7.5 hours on a regular tour
- 4) Working in excess of a five (5) consecutive combination shifts

Weekends worked (Full-time only)

Full-time employees will be provided every second weekend off. Should the employee be required to work on the scheduled weekend off premium pay will be received at time and a half of the regular straight hourly rate for all hours worked on that weekend from Friday 2300 to Sunday 2300. Days off will be on the basis of no less than two (2) consecutive days at a time.

Rest Periods/Meal Breaks

On the twelve (12) hour tour a total of ninety (90) minutes of rest/meal breaks will occur. Forty-five (45) minutes will be paid and forty-five (45) minutes will be unpaid.

Sick Leave and Long Term Disability (Full-Time only)

The Short Term portion of the sick leave plan (HOODIP) will provide payment for the number of hours absent (according to the schedule) to a total of 562.5 hours (fifteen (15) weeks). All other provisions of the existing plan shall apply.

Paid Holidays (Full-Time only)

Paid Holidays will be calculated on the basis of seven and one half (7.5) hours per day.

An employee required to work on a designated holiday shall be paid at time and one half (1.5) the employee's straight time hour rate for all hours worked on such holiday. In addition, the employee will receive a lieu day off and will be paid on the basis of seven and one half (7.5) hours per lieu day at a time mutually agreeable between the employee and the manager.

Where the employee has qualified for a lieu day off at 7.5 hours for a paid holiday, such time may be built into the employees posted schedule. Pre-booked lieu time will be scheduled in accordance with the timeframes listing in Article I.(2) b) Upon signing of the Letter of Agreement, the parties agree that the requirement for the

parties to grant lieu time on a "at a day and time mutually agreeable between the employee and the manager" (per Article I.(2) c) has been satisfied.

Vacation (Full-Time only)

Vacation entitlement as set out in Article 17.01(a) of the Collective Agreement will be converted to hours.

Shift and Weekend Premium

An employee who works the night tour will be paid in accordance with Article 15.09 of the Collective Agreement.

Weekend Premium would apply for all hours worked between 2300 hours Friday and 2300 hours Sunday.

Discontinuation

The parties agree to provide 90 days notice in writing of intent to discontinue the Extended Tour arrangements. Once notice is received by either party, a Labour/Management meeting will be held to discuss the matter.

Signed at Peterborough, Ontario this 20th day of March 2024.

For the Health Centre

Sue Haydon

Sue Haydon

<u>Kathleen McCartie</u>

Käthleen McCartie Shelley MacDonald

Shelley MacDönald Paula Harrington

Paula Harrington

For the Union	
Son	

Stephen Horner Susan Keeling

Susan Keeling

isa <u>Barker</u>

Lisa Barker

Megan Fitzpatrick

Megan Fitzpatrick

Nicole Bartlett

manda Lewis

Appendix L4

LETTER OF AGREEMENT

between

PETERBOROUGH REGIONAL HEALTH CENTRE

and

CANADIAN UNION OF PUBLIC EMPLOYEES

Local #1943

SUBJECT: COMBINATION OF EXTENDED AND REGULAR TOURS – 12 AND 8 HOUR SHIFTS

The parties agree for employees working a combination of extended and regular tour schedules, the following will apply:

Work Unit and Employees Covered

This agreement is applicable to Registered Practical Nurses working in the Emergency Department.

Hours of Work

The normal or standard extended work tour shall be 12 hours per day (11.25 hours paid). The normal or standard tour shall be 8 hours per day (7.5 hours paid).

At least twelve (12) hours off will be scheduled between shifts. Where an employee is required to report on a second shift less than twelve (12) hours after finishing the first shift, the employee shall be paid at overtime rates for the period worked before the twelve (12) hour time allowed for shift change has expired.

At least 48 hours off will be scheduled when switching from nights to days unless otherwise mutually agreed.

Changes In Schedule

Requests for changes in the posted schedule shall be made in accordance with Article G.6. Such request may be granted at the discretion of the Manager or designate.

<u>Overtime</u>

Overtime will be paid at the rate of time and one-half (1¹/₂) for all hours worked:

- 1) Working in excess of the 11.25 hours on an extended tour
- 2) Working in excess of three (3) consecutive extended tours
- 3) Working in excess of 7.5 hours on a regular tour
- 4) Working in excess of a five (5) consecutive combination shifts

Weekends worked (Full-time only)

Full-time employees will be provided every second weekend off. Should the employee be required to work on the scheduled weekend off premium pay will be received at time and a half of the regular straight hourly rate for all hours worked on that weekend from Friday 2300 to Sunday 2300. Days off will be on the basis of no less than two (2) consecutive days at a time.

Rest Periods/Meal Breaks

On the twelve (12) hour tour a total of ninety (90) minutes of rest/meal breaks will occur. Forty-five (45) minutes will be paid and forty-five (45) minutes will be unpaid.

Sick Leave and Long Term Disability (Full-Time only)

The Short Term portion of the sick leave plan (HOODIP) will provide payment for the number of hours absent (according to the schedule) to a total of 562.5 hours (fifteen (15) weeks). All other provisions of the existing plan shall apply.

Paid Holidays (Full-Time only)

Paid Holidays will be calculated on the basis of seven and one half ($7\frac{1}{2}$) hours per day.

An employee required to work on a designated holiday shall be paid at time and one half $(1\frac{1}{2})$ the employee's straight time hour rate for all hours worked on such holiday. In addition, the employee will receive a lieu day off and will be paid on the basis of seven and one half $(7\frac{1}{2})$ hours per lieu day at a time mutually agreeable between the employee and the manager.

Vacation (Full-Time only)

Vacation entitlement as set out in Article 17.01(a) of the Collective Agreement will be converted to hours.

Shift and Weekend Premium

An employee who works the night tour will be paid in accordance with Article 15.09 of the Collective Agreement.

Weekend Premium would apply for all hours worked between 2300 hours Friday and 2300 hours Sunday.

Discontinuation

The parties agree to provide 90 days notice in writing of intent to discontinue the Extended Tour arrangements. Once notice is received by either party, a Labour/Management meeting will be held to discuss the matter.

Signed at Peterborough, Ontario this 20th day of March 2024.

For the Health Centre

Sue Haydon

Sue Haydon

Kathleen McCartie

Shelley MacDonald

Shelley MacDönald Paula Harrington

Paula Harrington

For the Union

An

Stephen Hotker Swan Keeling

Susan Keeling

Signer ID SMRAKC

Lisa Barker Megan Fitzpatrick

Megan Fitzpatrick

Tical Just

Nicole Bartlett

Appendix L5 LETTER OF AGREEMENT between PETERBOROUGH REGIONAL HEALTH CENTRE and CANADIAN UNION OF PUBLIC EMPLOYEES Local #1943

SUBJECT: COMBINATION OF EXTENDED AND REGULAR TOURS – 12 AND 8 HOUR SHIFTS

The parties agree for employees working a combination of extended and regular tour schedules, the following will apply:

Work Unit and Employees Covered

This agreement is applicable to Maintenance Mechanics working in Plant Operations.

Hours of Work

The normal or standard extended work tour shall be 12 hours per day (11.25 hours paid). The normal or standard tour shall be 8 hours per day (7.5 hours paid).

At least twelve (12) hours off will be scheduled between shifts. Where an employee is required to report on a second shift less than twelve (12) hours after finishing the first shift, the employee shall be paid at overtime rates for the period worked before the twelve (12) hour time allowed for shift change has expired.

At least 48 hours off will be scheduled when switching from nights to days unless otherwise mutually agreed.

Changes In Schedule

Requests for changes in the posted schedule shall be made in accordance with Article G.6. Such request may be granted at the discretion of the Manager or designate

<u>Overtime</u>

Overtime will be paid at the rate of time and one-half (1¹/₂) for all hours worked:

- 1) Working in excess of the 11.25 hours on an extended tour
- 2) Working in excess of three (3) consecutive extended tours
- 3) Working in excess of 7.5 hours on a regular tour
- 4) Working in excess of a five (5) consecutive combination shifts

Weekends worked (Full-time only)

Full-time employees will be provided every second weekend off. Should the employee be required to work on the scheduled weekend off premium pay will be received at time and a half of the regular straight hourly rate for all hours worked on that weekend from Friday 2300 to Sunday 2300. Days off will be on the basis of no less than two (2) consecutive days at a time.

Rest Periods/Meal Breaks

On the twelve (12) hour tour a total of ninety (90) minutes of rest/meal breaks will occur. Forty-five (45) minutes will be paid and forty-five (45) minutes will be unpaid.

Sick Leave and Long Term Disability (Full-Time only)

The Short Term portion of the sick leave plan (HOODIP) will provide payment for the number of hours absent (according to the schedule) to a total of 562.5 hours (fifteen (15) weeks). All other provisions of the existing plan shall apply.

Paid Holidays (Full-Time only)

Paid Holidays will be calculated on the basis of seven and one half ($7\frac{1}{2}$) hours per day.

An employee required to work on a designated holiday shall be paid at time and one half $(1\frac{1}{2})$ the employee's straight time hour rate for all hours worked on such holiday. In addition, the employee will receive a lieu day off and will be paid on the basis of seven and one half $(7\frac{1}{2})$ hours per lieu day at a time mutually agreeable between the employee and the manager.

Vacation (Full-Time only)

Vacation entitlement as set out in Article 17.01(a) of the Collective Agreement will be converted to hours.

Shift and Weekend Premium

An employee who works the night tour will be paid in accordance with Article 15.09 of the Collective Agreement.

Weekend Premium would apply for all hours worked between 2300 hours Friday and 2300 hours Sunday.

Discontinuation

The parties agree to provide 90 days notice in writing of intent to discontinue the Extended Tour arrangements. Once notice is received by either party, a Labour/Management meeting will be held to discuss the matter.

Signed at Peterborough, Ontario this 20th day of March 2024.

For the Health Centre

Sue Haydon

Sue Haydon

<u>Kathleen McCartie</u> Kathleen McCartie Shelley MacDonald

Shelley MacDonald Paula Harrington

Signer ID. ZCEKQUFHI1... Paula Harrington For the Union A Stephen Horner Susan Leeling

Susan Keeling

1sa Barker Lisa Barker

Megan Fitzpatrick

Megan Fitzpatrick

Nicole Bartlett

manda (

Amanda Lewis

Appendix L6 MEMORANDUM OF AGREEMENT BETWEEN Peterborough Regional Health Centre ("PRHC") AND

Canadian Union of Public Employees ("the union")

Re: Article 15.02c - Definition of Overtime

- 1. The parties agree that the 4 week period referred to in Article 15.02c of the collective agreement will begin with the first pay period of each calendar year.
- This agreement is subject to change should a new collective agreement result in changes to the definition of overtime and/or changes to other language in the collective agreement that has an impact on the definition of overtime.
- 3. Should such changes occur, the parties will meet to discuss the application of this Memorandum of Agreement.

Signed at Peterborough, Ontario this 20th day of March 2024.

For the Health Centre

Sue Haydon

Sue Haydon

Kathleen McCartie

Signer 1D. 1EFTBOZM10... Kathleen McCartie Shelley MacDonald

Shelley MacDonald Paula Harrington

Paula Harrington

For the Union

Stephen Horner Susan Keeling

Susan Keeling

Lisa Barker

Megan Fitzpatrick

Megan Fitzpatrick

Nicole Bartlett

manda Lewis

Appendix L7 LETTER OF AGREEMENT between PETERBOROUGH REGIONAL HEALTH CENTRE and CANADIAN UNION OF PUBLIC EMPLOYEES Local #1943

SUBJECT: COMBINATION OF EXTENDED AND REGULAR TOURS – 12 AND 8 HOUR SHIFTS

The parties agree for employees working a combination of extended and regular tour schedules, the following will apply:

Work Unit and Employees Covered

This agreement is applicable to Registered Practical Nurses working in the POP Clinic.

Hours of Work

The normal or standard extended work tour shall be 12 hours per day (11.25 hours paid). The normal or standard tour shall be 8 hours per day (7.5 hours paid).

At least twelve (12) hours off will be scheduled between shifts. Where an employee is required to report on a second shift less than twelve (12) hours after finishing the first shift, the employee shall be paid at overtime rates for the period worked before the twelve (12) hour time allowed for shift change has expired.

At least 48 hours off will be scheduled when switching from nights to days unless otherwise mutually agreed. .

Changes In Schedule

Requests for changes in the posted schedule shall be made in accordance with Article G.6. Such request may be granted at the discretion of the Manager or designate.

<u>Overtime</u>

Overtime will be paid at the rate of time and one-half (11/2) for all hours worked:

1) Working in excess of the 11.25 hours on an extended tour

- 2) Working in excess of three (3) consecutive extended tours
- 3) Working in excess of 7.5 hours on a regular tour
- 4) Working in excess of a five (5) consecutive combination shifts

Weekends worked (Full-time only)

Full-time employees will be provided every second weekend off. Should the employee be required to work on the scheduled weekend off premium pay will be received at time and a half of the regular straight hourly rate for all hours worked on that weekend from Friday 2300 to Sunday 2300. Days off will be on the basis of no less than two (2) consecutive days at a time.

Rest Periods/Meal Breaks

On the twelve (12) hour tour a total of ninety (90) minutes of rest/meal breaks will occur. Forty-five (45) minutes will be paid and forty-five (45) minutes will be unpaid.

Sick Leave and Long Term Disability (Full-Time only)

The Short Term portion of the sick leave plan (HOODIP) will provide payment for the number of hours absent (according to the schedule) to a total of 562.5 hours (fifteen (15) weeks). All other provisions of the existing plan shall apply.

Paid Holidays (Full-Time only)

Paid Holidays will be calculated on the basis of seven and one half (7½) hours per day.

An employee required to work on a designated holiday shall be paid at time and one half $(1\frac{1}{2})$ the employee's straight time hour rate for all hours worked on such holiday. In addition, the employee will receive a lieu day off and will be paid on the basis of seven and one half $(7\frac{1}{2})$ hours per lieu day at a time mutually agreeable between the employee and the manager.

Vacation (Full-Time only)

Vacation entitlement as set out in Article 17.01(a) of the Collective Agreement will be converted to hours.

Shift and Weekend Premium

An employee who works the night tour will be paid in accordance with Article 15.09 of the Collective Agreement.

Weekend Premium would apply for all hours worked between 2300 hours Friday and 2300 hours Sunday.

Discontinuation

The parties agree to provide 90 days notice in writing of intent to discontinue the Extended Tour arrangements. Once notice is received by either party, a Labour/Management meeting will be held to discuss the matter.

Dated at Peterborough, Ontario this 12th day of December, 2023

Signed at Peterborough, Ontario this 20th day of March 2024.

For the Health Centre Sue Haydon Sue Haydon <u>Kathleen McCartie</u> Shelley MacDonald

Paula Harrington

Paula Harrington

For the Union

Stephen Horner

Susan Keeling

Susan Keeling

<u>isa Barker</u> Signer ID: SMRAKED

Megan Fitzpatrick

Signer ID: LBK22FV010 Megan Fitzpatrick

Ticoly Sartest

Nicole Bartlett

Amanda Lewis

CLASSIFICATION	STEP	4.75%	3.50%	
	NO.	EFFECTIVE	EFFECTIVE	
		September 29/21	September 29/22	
Aide - Hskg				
Start	1	\$23.250	\$24.070	
After 3 Months	2	\$23.894	\$24.736	
After 1 Year	3	\$23.894	\$25.428	
Alter I fear	3	\$24.502	\$25.428	
Aide/Receiver Stores -				
Nutrition				
Start	1	\$23.901	\$24.743	
After 3 Months	2	\$24.615	\$25.482	
After 1 Year	3	\$25.375	\$26.270	
Attendant - Hskg				
Start	1	\$23.250	\$24.070	
After 3 Months	2	\$23.894	\$24.736	
After 1 Year	3	\$24.562	\$25.428	
Autopsy Attendant				
Start	1	\$23.744	\$24.581	
After 3 Months	2	\$24.472	\$25.335	
After 1 Year	3	\$25.218	\$26.107	
After 2 Years	4	\$26.108	\$27.028	
Baker				
Start	1	\$25.719	\$26.626	
After 3 Months	2	\$26.396	\$27.326	
After 1 Year	3	\$26.938	\$27.887	
Charge Autopsy Attendant				
Start	1	\$31.242	\$32.344	
After 3 Months	2	\$32.424	\$33.567	
After 1 Year	3	\$33.997	\$35.196	
After 2 Years	4	\$36.249	\$37.527	
Cook - qualified	1	\$29.244	\$30.275	

CLASSIFICATION	STEP	4.75%	3.50%	
	NO.	EFFECTIVE	EFFECTIVE	
		September 29/21	September 29/22	
Dialysis Assistant				
Start	1	\$26.896	\$27.844	
After 3 Months	2	\$27.362	\$28.327	
After 1 Year	3	\$27.848	\$28.830	
After 2 Years	4	\$28.453	\$29.456	
Dietary Aide				
Start	1	\$23.699	\$24.534	
After 3 Months	2	\$24.344	\$25.202	
After 1 Year	3	\$25.014	\$25.896	
Dietary Attendant				
Start	1	\$23.699	\$24.534	
After 3 Months	2	\$24.344	\$25.202	
After 1 Year	3	\$25.014	\$25.896	
Dietary Lead Hand				
Start	1	\$30.393	\$31.149	
After 3 Months	2	\$31.464	\$32.247	
Endo Aide				
Start	1	\$26.334	\$27.262	
After 3 Months	2	\$26.793	\$27.738	
After 1 Year	3	\$27.517	\$28.487	
After 2 Years	4	\$28.250	\$29.245	
Groundskeeper				
Start	1	\$24.250	\$25.105	
After 3 Months	2	\$24.855	\$25.731	
After 1 Year	3	\$25.461	\$26.359	
After 2 Years	4	\$26.070	\$26.989	
Housekeeping - Lead Hand				
Start	1	\$24.932	\$25.811	
After 3 Months	2	\$25.543	\$26.443	
After 1 Year	3	\$26.427	\$27.359	

CLASSIFICATION	STEP	4.75%	3.50%	
	NO.	EFFECTIVE	EFFECTIVE	
		September 29/21	September 29/22	
Lead Hand, Mechanical /				
Electrical				
Start	1	\$32.915	\$34.075	
After 3 Months	2	\$33.479	\$34.659	
After 1 Year	3	\$34.142	\$35.345	
After 2 Years	4	\$34.717	\$35.941	
Linen Attendant				
Start	1	\$23.250	\$24.070	
After 3 Months	2	\$23.894	\$24.736	
After 1 Year	3	\$24.562	\$25.428	
Linen Attendant 2				
Start	1	\$23.603	\$24.435	
After 3 Months	2	\$24.332	\$25.189	
After 1 Year	3	\$25.017	\$25.899	
Maintenance Mechanic	1	\$32.453	\$33.597	
Maintenance Mechanic				
Helper				
Start	1	\$24.898	\$25.775	
After 3 Months	2	\$25.443	\$26.340	
After 1 Year	3	\$25.989	\$26.906	
After 2 Years	4	\$26.534	\$27.470	
Maintenance Mechanic /				
Carpenter	1	\$32.453	\$33.597	
Maintenance Mechanic /				
Electrician	1	\$32.453	\$33.597	
Maintenance Mechanic /				
Plumber	1	\$32.453	\$33.597	
Maintenance Mechanic /				
Refrig. Mechanic	1	\$32.453	\$33.597	

CLASSIFICATION	STEP	4.75%	3.50%	
	NO.	EFFECTIVE	EFFECTIVE	
		September 29/21	September 29/22	
Instrumentation and				
Controls Mechanic	1	\$32.453	\$33.597	
Menu Clerk				
Start	1	\$23.581	\$24.413	
After 3 Months	2	\$24.222	\$25.075	
After 1 Year	3	\$24.893	\$25.771	
Menu Clerk / Buyer				
Start	1	\$25.068	\$25.952	
After 3 Months	2	\$25.771	\$26.680	
After 1 Year	3	\$26.534	\$27.470	
Painter / Interior Finishes				
Technician	1	\$29.244	\$30.275	
Patient Transport				
Attendant				
Start	1	\$23.206	\$24.024	
After 3 Months	2	\$23.865	\$24.707	
After 1 Year	3	\$24.562	\$25.428	
				Effective.
				Effective Sept.
Personal Support Worker				29/22
Start	1	\$25.036	\$27.036	\$27.989
After 3 Months	2	\$25.650	\$27.650	\$28.625
After 1 Year	3	\$26.534	\$28.534	\$29.540
Pharmacy Aide				
Start	1	\$23.250	\$24.070	
After 3 Months	2	\$23.894	\$24.736	
After 1 Year	3	\$23.894	\$25.428	
Pharmacy Aide 2				
Start	1	\$26.334	\$27.262	
After 3 Months	2	\$26.793	\$27.738	
After 1 Year	3	\$27.517	\$28.487	
After 2 Years	4	\$28.250	\$29.245	

CLASSIFICATION	STEP	4.75%	3.50%	
	NO.	EFFECTIVE	EFFECTIVE	
		September 29/21	September 29/22	
Physio Attendant				
Start	1	\$24.528	\$25.392	
After 3 Months	2	\$25.120	\$26.005	
After 1 Year	3	\$25.766	\$26.674	
Printer	1	\$29.244	\$30.275	
Rec. Stores Clerk				
Start	1	\$25.303	\$26.195	
After 3 Months	2	\$26.034	\$26.952	
After 1 Year	3	\$26.720	\$27.662	
R.P.N				Effective June 13/23
Start	1	\$31.054	\$32.148	\$34.193
After 3 Months	2	\$31.546	\$32.658	\$34.735
After 1 Year	3	\$32.102	\$33.233	\$35.347
After 2 Years	4	\$32.668	\$33.819	\$35.970
R.P.N OR Technical				Effective June 13/23
Start	1	\$31.054	\$32.148	\$34.193
After 3 Months	2	\$31.546	\$32.658	\$34.735
After 1 Year	3	\$32.102	\$33.233	\$35.347
After 2 Years	4	\$32.668	\$33.819	\$35.970
R.P.N Non. Reg.				
Start	1	\$24.043	\$24.891	
After 3 Months	2	\$24.570	\$25.436	
After 1 Year	3	\$25.030	\$25.912	
After 2 Years	4	\$25.601	\$26.503	
SPD Lead Hand				
Start	1	\$27.437	\$28.404	
After 3 Months	2	\$28.108	\$29.099	
After 1 Year	3	\$28.937	\$29.957	

CLASSIFICATION	STEP	4.75%	3.50%	
	NO.	EFFECTIVE	EFFECTIVE	
		September 29/21	September 29/22	
Surgical Suite Assistant				
Start	1	\$26.896	\$27.844	
After 3 Months	2	\$27.362	\$28.327	
After 1 Year	3	\$27.848	\$28.830	
After 2 Years	4	\$28.453	\$29.456	
Transportation Attendant				
Start	1	\$23.206	\$24.024	
After 3 Months	2	\$23.865	\$24.707	
After 1 Year	3	\$24.562	\$25.428	
Ward Aide				
Start	1	\$26.334	\$27.262	
After 3 Months	2	\$26.793	\$27.738	
After 1 Year	3	\$27.517	\$28.487	
After 2 Years	4	\$28.250	\$29.245	
Waste Attendant				
Start	1	\$23.603	\$24.435	
After 3 Months	2	\$24.332	\$25.189	
After 1 Year	3	\$25.017	\$25.899	



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Security Level:	Email
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Megan Fitzpatrick

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Lisa Barker

Signer ID :3MRAKCD110...

Amanda Lewis

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Kathleen McCartie

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Security Level:	Email

Sue Haydon

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Paula Harrington

Signer ID :ZCEKQJFH11...

Susan Keeling

Signer ID :6BELZGSY10...



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