

COLLECTIVE AGREEMENT

between

**ATIKOKAN GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")**

and

**ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")**

EXPIRY: MARCH 31, 2001

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APPENDIX 4

ATIKOKAN GENERAL HOSPITAL

SUPERIOR CONDITIONS

1. Graduate Nurses hired prior to November 12, 1985, have no time limit for becoming registered.

APPENDIX 5

APPENDIX

ON

LOCAL ISSUES

BETWEEN:

ATIKOKAN GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

AND:

ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

ARTICLE A - RECOGNITION

- A.1 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity by the Atikokan General Hospital at Atikokan, Ontario, save and except the Assistant Director of Nursing, persons above the rank of Assistant Director of Nursing and persons regularly employed for not more than twenty-four (24) hours per week.
- A.2 The Hospital recognizes the Association as the sole and exclusive bargaining agent for all registered and graduate nurses employed in a nursing capacity for not more than twenty-four (24) hours per week by the Atikokan General Hospital at Atikokan, Ontario, save and except the Assistant Director of Nursing and persons above the rank of Assistant Director of Nursing.

ARTICLE B - MANAGEMENT RIGHTS

- B.1 The Association recognizes that the management of the Hospital and the direction of the working forces are fixed exclusively with the Hospital and shall remain solely with the Hospital except as specifically limited by the provisions of this Agreement, and without limiting the generality of the foregoing, the Association acknowledges that it is the exclusive responsibility of the Hospital to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline nurses, provided that a claim that a nurse has been unjustly discharged, suspended or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the Grievance and Arbitration Procedure, subject to Article 7.06;
- (c) determine in the interest of efficient operation and high standards of service, hours of work, job rating and classification, work assignments, methods of doing the work and the working establishment for the service;
- (d) generally to manage the operation that the Hospital is engaged in and, without restricting the generality of the foregoing, to determine the number of personnel required, methods, procedures and equipment in connection therewith.

- B.2 All matters concerning the operation of the Hospital not specifically dealt with herein shall be reserved to the Hospital and be its exclusive responsibility.
- B.3 These rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.
- B.4 Any rules or regulations which are to be observed by the nurses shall be reasonable.

ARTICLE C - ASSOCIATION COMMITTEES AND REPRESENTATIVES

- C.1 There shall be two (2) Nurse Representatives, one (1) full-time and one (1) part-time.
- C.2 There shall be a Grievance Committee composed of two (2) nurses, one (1) full-time and one (1) part-time.
- C.3 The Hospital shall recognize a Negotiating Committee not to exceed three (3) nurses, at least one (1) of whom shall be full-time and at least one (1) of whom shall be part-time.
- C.4 There shall be a Hospital-Association Committee composed of two (2) nurses selected by the Association, one (1) full-time and one (1) part-time and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time.

- C.5 There shall be a Professional Development Committee composed of at least three (3) representatives from the Union, at least one (1) of whom is full-time and one (1) of whom is part-time and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time.
- C.6 The interview as provided in Article 5.06 shall be conducted during the newly employed nurse's orientation period.

ARTICLE D - LEAVE OF ABSENCE FOR ASSOCIATION BUSINESS

- D.1 Leave of absence for Association business shall be granted on the following conditions:
- (i) the aggregate number of days per year for full-time and part-time nurses shall not exceed forty (40) days;
 - (ii) a written request for leave shall be made with a copy going to the Association at least fifteen (15) days prior to the commencement of the leave unless exceptional circumstances do not permit such notice;
 - (iii) no more than two (2) nurses will be given leave for the same day unless the Chief Nursing Officer agrees that sufficient staff is available to ensure adequate staffing.

ARTICLE E - MISCELLANEOUS

- E.1 The Hospital agrees to provide a bulletin board for the use of the Association. All notices must first be submitted to and approved by the Administrator or his designate, prior to posting. Such approval shall not be unreasonably withheld.
- E.2 Nurses will be paid every other week on Thursday, no later than fourteen (14) days following the end of the pay period unless exceptional circumstances do not permit.
- E.3 A seniority list for full-time and part-time nurses shall be posted semi-annually no later than March 1st and September 1st.
- E.4 Arbitrations shall be heard at Atikokan, Ontario, or at such other place as may be agreed upon by the parties.
- E.5 The number of nurses, both full-time and part-time, that may be absent at any

one time under the Pre-Paid Leave Plan contained in the Central Agreement is one (1).

- E.6 The Hospital will notify the President of the Local Nurses' Association of the names of all nurses off work due to a work related injury or illness (whether or not the nurses are in receipt of W.S.I.B. benefits) and those on L.T.D. by the 15th of each month.
- E.7 When it has been medically determined that an employee is unable to return to the full duties of her position due to a disability, the Hospital will notify and meet with a Staff Representative of the Ontario Nurses' Association and a member of the Local Executive to discuss the circumstances surrounding the employee's return to suitable work.
- E.8 The Hospital agrees to provide the employee with a copy of the Workers' Compensation Board Form 7 at the same time as it is sent to the Board.

ARTICLE F - SCHEDULING

- F.1 A full-time nurse will receive the premium pay as provided in Article 14.03 for all hours worked on a third and additional, if any, subsequent consecutive weekend, save and except where:
- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
 - (b) such nurse has requested weekend work; or
 - (c) such weekend is worked as the result of an exchange of shifts with another nurse.
- F.2 A regular part-time nurse must make the following commitment to be available to be scheduled for work on a regular predetermined basis as referred to in clause 2.04 of the Collective Agreement:
- (a) at least ~~two~~ (2) tours per week;
 - (b) at least one ~~(1)~~ weekend in ~~two~~ (2);
 - (c) over either Christmas or New Year's;
 - (d) during eleven ~~(1)~~ months of the year.

The commitment that a regular part-time nurse must make as specified herein is no guarantee that the nurse will be scheduled to work according to this

commitment. Further, the simple making of this commitment does not automatically transform a casual nurse into a regular part-time nurse.

Other part-time nurses will be casual.

Nurses willing to commit to be available for work in excess of the minimum outlined above, shall submit that commitment in writing to the Hospital. A regular part-time nurse shall have the right to refuse tours scheduled in excess of her commitment.

F.3 The Hospital will formulate working schedules in accordance with the following objectives:

- (a) The Hospital will schedule one (1) weekend off in three (3).
- (b) No split shifts will be scheduled.
- (c) A nurse will be scheduled off work for not less than five (5) consecutive days at either Christmas or New Year's season, except in areas in which nurses are not normally required to work on weekends and statutory holidays. Time off at Christmas shall include December 24th, December 25th and December 26th and time off at New Year's shall include December 31st and January 1st. The other scheduling regulations and objectives will not be operative during the period of December 15th to January 15th. Vacation may not be taken during the period December 22nd to January 4th inclusive. The Hospital will endeavour to schedule time off at Christmas and New Year's (in accordance with this paragraph) equitably among the nurses from year to year. Nurses will co-operate in this regard. If there are more nurses available to work Christmas or New Year's than is required, nurses will be offered the opportunity to have the paid holiday off in order of seniority with the most senior nurse being the first to be offered the time off. If the most senior nurse refuses the offer, the next most senior nurse will be offered the time off and so on.
- (d) Full-time nurses will not be scheduled to work more than seven (7) consecutive days of work.
- (e) Part-time nurses will not be scheduled to work more than four (4) consecutive days of work unless agreed to by the nurse.
- (9) (Full-time nurses only). In any two (2) week period, at least four (4) days off must be scheduled. At least two (2) days off must be consecutive. The remaining two (2) days off may only be split with the consent of the nurse.

- (g) A weekend shall be defined as at least fifty-six (56) consecutive hours off from the completion of the Friday tour until the beginning of the first scheduled Monday tour.
- (h) For full-time nurses, no less than **two** (2) consecutive tours shall be scheduled off between tour changes and at least forty-eight (48) hours will be scheduled off after night duty.
- (i) For part-time nurses, no less than **two** (2) consecutive tours shall be scheduled off between tour changes and at least thirty-two (32) hours will be scheduled off after night duty.
- (j) Extended tours may be suspended and the shift schedule reverts to 7.5 hour tours for the period beginning December 24th at 0715 hours until December 27th at 0715 hours.

F.4 The Nursing Schedule will be posted by the 15th day of each month to cover the following month.

Requests for specific time off should be submitted in writing to the Director of Nursing or her designate by the 7th of the month prior to the month in which the time off is to be taken.

Requests for changes in posted time schedules must be submitted in writing to the Director of Nursing and co-signed by the nurse willing to change days off. Any such change will not result in premium pay.

F.5 The night shift will be considered the first shift of the day.

F.6 A regular part-time nurse will receive the premium pay as provided in Article 14.03 for all hours worked on a third and additional, if any, subsequent consecutive weekend, save and except where:

- (a) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or
- (b) such nurse has requested weekend work; or
- (c) such weekend is worked as the result of an exchange of shifts with another nurse.

F.7 The parties agree that the scheduling of regular part-time nurses and the division of additional shifts will be done in the following manner:

- (a) Regular part-time nurses shall be scheduled available shifts on an equitable basis.

- (b) Additional shifts shall be offered to regular part-time nurses on the basis of seniority.
- (c) Only shifts which have been refused by all regular part-time nurses may be offered to casual part-time nurses. The Hospital shall not be required to offer a shift to a regular part-time nurse if such shift would incur premium pay.

ARTICLE G -VACATIONS

- G.1 For full-time nurses, the vacation year, for purposes of calculating vacation allowance, shall be from May 1st of one (1) year to April 30th of the next year.
- G.2 For part-time nurses, the vacation entitlement year shall be from May 1st in any given year to April 30th of the following year.
- G.3 Regular part-time nurses shall be entitled to the following vacation time off without pay in any year as follows:
 - (a) Nurses who have completed less than one (1) year of continuous employment as of April 30th shall be entitled to 1.25 days' vacation for each month of employment.
 - (b) Nurses who have completed one (1) or more years of continuous employment but less than three (3) years of continuous employment as of April 30th shall be entitled to three (3) weeks' vacation.
 - (c) Nurses who have completed three (3) or more years of continuous employment but less than fifteen (15) years of continuous employment as of April 30th shall be entitled to four (4) weeks' vacation.
 - (d) Nurses who have completed fifteen (15) or more years of continuous employment but less than twenty-five (25) years of continuous employment as of April 30th shall be entitled to five (5) weeks' vacation.
 - (e) Nurses who have completed twenty-five (25) or more years of continuous employment as of April 30th shall be entitled to six (6) weeks' vacation.

If, during the period of this Agreement, full-time nurses' vacation entitlement contained in the Central Collective Agreement is changed, regular part-time nurses' entitlement to vacation time off without pay will be changed

accordingly.

G.4 Vacations may be carried over from one (1) year to the next with the agreement of the Administrator. Each request will be considered on an individual basis and subject to the Hospital's requirements as to the sufficient availability of staff.

G.5 Nurses who request their vacation by April 1st in any year shall be given preference with respect to their vacation periods in accordance with seniority, after which changes in the vacation preference will be solely at the discretion of the Hospital and seniority will not apply.

Vacation requests for the period of June 1st to September 1st shall be submitted in writing to the Hospital by April 1st. Vacation lists shall be posted by April 15th. Vacation requests made at any other time of year shall be submitted in writing by the 7th of the month prior to the requested time. The Hospital shall reply in writing as soon as possible but within no less than five (5) working days of receipt of the request. Such requests shall be granted on the basis of date of receipt.

G.6 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.

G.7 Part-time vacation pay will be paid on the last pay day in December of each year.

ARTICLE H- PAID HOLIDAYS

H.1 For purposes of clause 15.01 of the Collective Agreement, the Hospital recognizes the following days as paid holidays:

- | | |
|------------------------|------------------|
| New Year's Day | Civic Holiday |
| 3rd Monday in February | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| 1st Friday in June | Christmas Day |
| Canada Day (July 1st) | Boxing Day |

H.2 A tour that begins or ends during the twenty-four (24) hour period of the paid holiday where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the tour.

H.3 Subject to H.4, lieu days off for nurses shall be scheduled at a time mutually agreed upon between the Hospital and the nurse, but must be taken no later than ninety (90) calendar days following the holiday. It is understood that

Article 14.09 shall be applied to part-time nurses.

H.4 Notwithstanding Article H.3, a nurse may accumulate up to a maximum of five (5) lieu days off which may be taken together at a mutually agreeable time.

H.5 The Hospital will endeavour to arrange that regular part-time nurses scheduled to work the weekend of a paid holiday shall also be scheduled to work the paid holiday if the holiday occurs on the Friday or the Monday of that weekend.

ARTICLE I- EXTENDED TOURS

I.1 Objective

To establish extended tours for Registered and Graduate Nurses.

I.2 Introduction of Extended Tours

(a) Extended tours shall be introduced into any unit when:

- (i) eighty percent (80%) of the nurses so indicate by secret ballot; and
- (ii) the Hospital agrees to implement extended tours, such agreement shall not be withheld in an unreasonable or arbitrary manner.

(b) Trial Period

The parties agree that a trial period for extended tours will be six (6) months. During or before the end of the trial period, the schedule and the system will be evaluated separately by both nursing administration and the nurses. Extended tours will be continued if eighty percent (80%) of the nurses affected so indicate by secret ballot cast at the end of the trial period and upon agreement of the Hospital; such agreement shall not be withheld in an arbitrary or unreasonable manner.

I.3 Discontinuation of Extended Tours

(a) Extended tours may be discontinued in the Active Treatment Area when:

- (i) eighty percent (80%) of the nurses in the area so indicate by secret ballot; or

- (ii) the Hospital because of
 - (1) adverse affects on patient care, or
 - (2) inability to provide a workable staffing schedule, or
 - (3) financial constraints, or
 - (4) any other reason pertaining to the Hospital's responsibilities in operating the Hospital which is neither unreasonable nor arbitrary,

states its intention in writing to the Association to discontinue extended tours.

- (b) When notice of discontinuation is given by either party in accordance with paragraph (a) above,:
 - (i) the parties shall meet within two **(2)** weeks ~~of~~ the giving of notice to review the request for discontinuation; and
 - (ii) where it is determined that extended tours will be discontinued, affected nurses shall be given sixty (60) days' notice before the schedules are so amended.

I.4 Participation

All full-time and part-time nurses falling within the bargaining units will, as a condition ~~of~~ employment, be required to work extended tours on a rotating basis in accordance with the unit's posted schedules. This will not apply to any nurse who is scheduled to work permanent days or who is scheduled to work less than a full extended tour.

I.5 The terms and conditions ~~of~~ the Collective Agreement apply except as amended below:

(a) Hours ~~of~~ Work

An extended tour on a unit shall consist of twelve **(12)** hours and normal tour hours will be from **0715 to 1915** and **1915 to 0715**. Should a seven and one-half (7 1/2) hour tour be scheduled, the normal tour hours will be:

0715 - 1515;
1515 - 2315; or
2315 - 0715.

(b) Meal and Rest Periods

Normally, the paid and unpaid time will be scheduled as follows:

two (2) fifteen (15) minute paid rest periods; and

two (2) thirty (30) minute meal periods of which fifteen (15) minutes will be paid.

(c) Scheduling

(i) nurses will be scheduled every second weekend off. A nurse will receive the premium pay as provided in Article 14.03 for all hours worked on a second and additional, if any, subsequent consecutive weekend, save and except where:

(1) such weekend has been worked by the nurse to satisfy specific days off requested by such nurse; or

(2) such nurse has requested weekend work; or

(3) such weekend is worked as the result of an exchange of shifts with another nurse.

(ii) nurses will not be scheduled to work more than four (4) consecutive extended tours. The Hospital shall endeavour to schedule a nurse to work no more than three (3) consecutive extended tours. If a nurse works more than four (4) consecutive extended tours, she shall receive the premium pay as provided in Article 14.03 for all hours worked until she receives a day off.

(iii) for full-time nurses only, F.1, F.3 (a) and F.3 (d) shall not apply to nurses working extended tours.

(iv) for part-time nurses only, F.3 (a), F.3 (e) and F.6 shall not apply to nurses working extended tours.

I.6 In drafting this Article, the parties have tried to avoid any additional costs to the Hospital. The parties will, therefore, apply and interpret this Article to avoid any additional costs, subject to the Central Agreement.

ARTICLE J - JOB-SHARING

If the Hospital agrees to a job-sharing agreement pursuant to Article 20.01 of the Central

Agreement, the following conditions shall apply unless otherwise agreed to by the parties:

- J.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis.
- J.2 Total hours worked by the job-sharers shall equal one (1) full-time position. The division of these hours on the schedule shall be determined by mutual agreement between the two (2) nurses and the Head Nurse of the unit.
- J.3 The above schedule shall conform with the full-time scheduling provisions of the Collective Agreement.
- J.4 Each job-sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- J.5 The job-sharers involved will have the right to determine which partner works on scheduled paid holidays and job-sharers shall only be required to work the number of paid holidays that a full-time nurse would be required to work.

J.6 Coverage

(a) It is expected that both job-sharers will cover each other's incidental illnesses. **If**, because of unavoidable circumstances, one cannot cover the other, the Unit Supervisor must be notified to book coverage. Job-sharers are not required to cover for their partner in the case of prolonged or extended absences.

(b) Vacation, Maternity Leave and Other Leaves Pursuant to Article 11 of the Central Agreement:

In the event that one (1) member of the job-sharing arrangement goes on any of the above leaves of absence, the coverage will be negotiated with the Unit Supervisor but it is hoped that the remaining member of the position would be prepared to cover the leave of absence as much as possible.

Implementation

- J.7 Where the job-sharing arrangement arises out of the filling of a vacant full-time position, both job-sharing positions will be posted and selection will be based on the criteria set out in the Collective Agreement.
- J.8 Any incumbent full-time nurse wishing to share her position, may do so without having her half of the position posted. The other half of the job-sharing position will be posted and selection will be made on the criteria set out in the Collective Agreement.

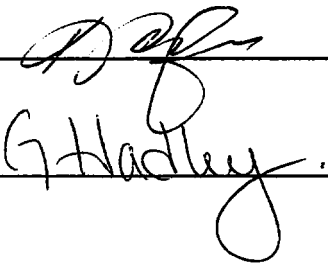
J.9 If one of the job-sharers leaves the arrangement and the remaining nurse wishes to continue job-sharing, the position will be posted. If the remaining nurse does not wish to continue the arrangement, the position must revert to a full-time position. If there is no successful applicant to the position, the shared position must revert to a full-time position. The nurse currently working will revert to her former status. If she does not continue full-time, the position must be posted according to the Collective Agreement.

Discontinuation

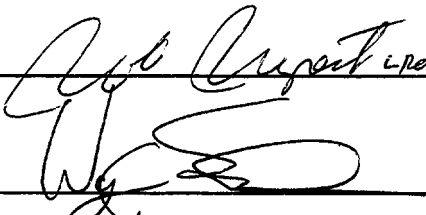
Either party may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or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

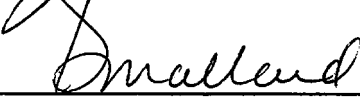
DATED at Atikokan, Ontario, this 18th day of May, 2000.

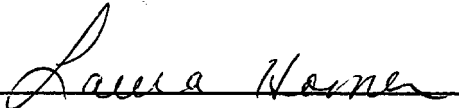
FOR THE HOSPITAL



FOR THE ASSOCIATION







LETTER OF INTENT

(to be attached to and form part of the Collective Agreement)

BETWEEN:

ATIKOKAN GENERAL HOSPITAL
(hereinafter referred to as the "Hospital")

AND:

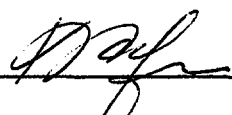
ONTARIO NURSES' ASSOCIATION
(hereinafter referred to as the "Association")

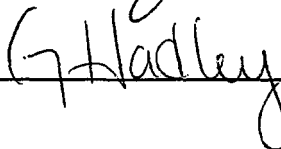
RE: PARKING AND PLUG-INS

The Hospital will endeavour to provide adequate parking and plug-ins for the nurses. Prior to effecting any change in the Hospital's practice relative to parking and plug-ins, the Hospital will discuss such change with the Association.

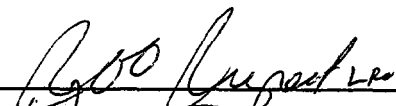
DATED at Atikokan, Ontario, this 18th day of May, 2000.


FOR THE HOSPITAL





FOR THE ASSOCIATION





Smallwood

