

COLLECTIVE AGREEMENT

between

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

and

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

EXPIRY: JUNE 7, 2021

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APPENDIX 3**ATIKOKAN GENERAL HOSPITAL**

REGISTERED NURSE			
	Effective April 1, 2020		Effective April 1, 2021
Start	\$33.56		\$33.90
1 Year	\$33.72		\$34.06
2 Years	\$34.28		\$34.62
3 Years	\$35.98		\$36.34
4 Years	\$37.67		\$38.05
5 Years	\$39.79		\$40.19
6 Years	\$41.94		\$42.36
7 Years	\$44.08		\$44.52
8 Years	\$47.22		\$47.69
25 Years	\$48.05		\$48.53
GRADUATE NURSE			
Start	\$25.29		\$25.54
1 Year	\$26.07		\$26.33
PATIENT CARE FACILITATOR			
Start	\$42.64		\$43.07
25 Years	\$50.03		\$50.53

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, 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 at least two (2) nurses selected by the Association and an equal number of representatives from the Hospital. Each party may have alternates to replace a member from time to time. The Bargaining Unit President/designate will identify to the Hospital which committee members require payment under Article 6.03 (e) at each Hospital-Association meeting.
- C.5 There shall be a Professional Development Committee composed of at least three (3) representatives from the Association, 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.
- C.7 Joint Occupational Health and Safety Committee

The Hospital will recognize one (1) bargaining unit nurse of the Joint Occupational Health and Safety Committee. When a regular member of the Committee is not available, she or he may be replaced by an alternate, appointed by the Union.

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.
- D.2 Local Co-ordinator Leave

The Hospital agrees to grant a nurse elected to the position of Local Co-ordinator unpaid time off in accordance with Article 11.02 to attend required meetings, subject to the exigencies of patient care.

D.3 Payment for Bargaining Unit President

It may become necessary for the Hospital to meet with the Bargaining Unit President in the capacity as Bargaining Unit President of the Association to discuss matters arising out of the administration of the Collective Agreement.

Where the Hospital requests such meetings and the meetings are scheduled outside of the Bargaining Unit President's scheduled hours of work, then the Hospital will compensate the Bargaining Unit President for time spent at such meetings. Such compensation shall be in the form of payment at the Bargaining Unit President's straight time hourly rate. Such payment, however, shall not exceed a cumulative total of fifteen (15) hours per month. Such hours will be invisible for purposes of determining premium payment (i.e., these hours will not be counted for purposes of determining eligibility for premium payment on other hours worked).

To qualify for such payment, the Bargaining Unit President will submit, at the end of each month, a record of times and dates of these meetings to the Clinical Manager. Payment will be issued on the Bargaining Unit President's next payroll cheque, subject to all applicable taxes. Notwithstanding the above, the Bargaining Unit President may, at the time of submitting the monthly record, request time off in lieu of payment. The Clinical Manager will consider such request. If approved, then the Clinical Manager and the Bargaining Unit President will mutually agree on when the time will be taken.

ARTICLE E – MISCELLANEOUS

- E.1 The Hospital agrees to provide a bulletin board located in the Acute Care Nursing Room 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 with an electronic copy to the Labour Relations Officer.
- 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 Notification to Unsuccessful Job-Applicants

The parties agree that any unsuccessful internal candidate for an ONA job-posting will be notified, in writing, within one (1) week of the decision being made and prior to the posting of the name of the successful candidate.

E.7 Retiree Benefits – Process for Payment

Any Bargaining Unit nurse who retires and wishes to participate in the Benefit Plan as outlined in Article 17.01 (h) of the Central Hospital Collective Agreement will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a pre-authorized withdrawal process. It is understood that any transaction would be dated the first of each and every month.

E.8 Professional Leave Days

In accordance with Article 9, the Hospital may grant nurses paid professional development days. The nurse shall provide the Hospital with as much notice as is practicable to ensure that replacement staff are provided.

E.9 Interview of New Nurses

The scheduled time for the interview referred to in Article 5.06 will be mutually agreed upon between the Association and the Hospital during the new nurse's orientation period. The interview will be conducted by the Bargaining Unit President or designate.

E.10 All education and conferences shall be posted in advance on bulletin boards to enable interested nurses to apply and selection shall be made from among these applications.

ARTICLE F – WORKERS' COMPENSATION AND L.T.D.

The Hospital and the Association recognize they have a joint responsibility under the Human Rights Code to attempt to accommodate the return to work of a nurse who is unable to perform all of the requirements of her position due to a disability.

F.1 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, S.T.D. in excess of thirty (30) days) and those on L.T.D. on a quarterly basis.

F.2 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.

F.3 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 G – SCHEDULING

G.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.

G.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 2.05 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 (11) months of the year, including June, July and August.

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.

G.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) (i) 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 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.

- (ii) The scheduling provisions in Article G.3, other than G.3 (b) and G.3 (c), may be suspended for nurses during the period December 15th to January 15th, however, the Hospital will endeavour to maintain the scheduling objectives during this period. Due to the necessity of allowing as many employees off as possible over the Christmas and New Year's holiday, vacation will not normally be scheduled for the period from December 22nd to January 4th inclusive.
 - (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.
 - (f) (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.
- G.4
- (a) 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 Chief Nursing Officer or 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 Chief Nursing Officer or designate and co-signed by the nurse willing to change days off. Any such change will not result in premium pay.
 - (b) The Master Schedule shall not be altered without first holding a Hospital-Association meeting to consult with the nurse about the proposed changes. The Hospital will consider seniority rights when altering the Master Schedule.
- G.5 The night shift will be considered the first shift of the day.
- G.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.

G.7 When all regular part-time nurses have been given the opportunity to work up to their commitment, the Hospital will offer additional tours to nurses on the basis of seniority as follows:

- (a)
 - (i) additional tours will be offered as soon as they come available;
 - (ii) regular part-time nurses at straight time;
 - (iii) casual part-time nurses at straight time;
 - (iv) regular part-time nurses who will be in overtime;
 - (v) full-time nurses who will be in overtime;
 - (vi) casual part-time nurses who will be in overtime;
 - (vii) Utilization Coordinator.
- (b) Where an additional tour is offered for the purposes of an Ambulance Escort, the process of assigning a nurse shall be in accordance with G.7, above.
- (c) It is understood that, where a nurse is available for a partial shift and is interested in accepting the same, that nurse will be responsible for disclosing this to the Hospital.
- (d) The parties agree that there will be a guideline to clarify the call-in process.

G.8 Utilization Coordinator on the Active Unit

Management will endeavour to provide coverage for the Utilization Coordinator's shifts in cases of extended absences or sick time. The Hospital shall put out an expression of interest for those nurses who are interested in learning the Utilization Coordinator job in order to provide coverage for absences.

- (a) The Hospital will provide training for nurses who express interest.
- (b) Absences will be covered according to seniority by those nurses interested.
 - (i) Where the nurse is already working, the Hospital will arrange for coverage to replace the nurse until the nurse's Utilization Coordinator responsibilities end for the day.
- (c) For the nurse providing coverage in the Utilization Coordinator role, charge pay per Article 19.04(d) will be paid.

ARTICLE H – VACATIONS

- H.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.
- H.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.
- H.3 Vacations may not normally be accumulated from one (1) year to the next except with the written agreement of the Chief Nursing Officer or designate. Each request will be considered on an individual basis and subject to the Hospital's requirements as to the sufficient availability of staff.
- H.4 Nurses who request their vacation by May 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 May 1st. Vacation lists will be posted on May 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 approve or disapprove such requests 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. In the event that two (2) or more nurses make a request on the same date after May 1st, seniority will prevail.

All vacation requests shall not be unreasonably denied.

- H.5 Prior to leaving on vacation, nurses shall be notified of the date and time on which to report for work following vacation.
- H.6 Part-time vacation pay will be paid on the last pay day in November of each year. Part-time vacation pay will be paid to any nurse on her last regular pay day entering a leave of absence in which she will qualify for Employment Insurance benefits. The Hospital will consider individual written requests up to twice a year.

ARTICLE I – PAID HOLIDAYS

- I.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
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
1 st Friday in June	Christmas Day
Canada Day (July 1 st)	Boxing Day

- I.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.
- I.3 Subject to I.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. Requests for lieu days must be made in writing to the Nurse Manager (or designate) at least five (5) days in advance of the requested time off, except in extraordinary circumstances. The Hospital will respond to such requests no later than five (5) days after receipt of the request. It is understood that Article 14.09 shall be applied to part-time nurses.
- I.4
- (a) Notwithstanding Article I.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.
 - (b) Nurses will be able to utilize .5 of a lieu day or vacation day in conjunction with a full lieu day in order to have a full 11.25 hour tour off.
 - (c) Nurses may request to utilize unpaid time in conjunction with a full lieu day in order to have a full 11.25 hour tour off. Requests will be granted at the Hospital's discretion.
- I.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 J – VIOLENCE

- J.1 The Hospital and the Association agree that no form of verbal, physical, sexual or racial abuse of nurses will be condoned in the workplace.
- J.2 The Hospital, with the nurse's consent, where applicable, will inform the Association of any nurse who has been assaulted while performing her work. Such information shall be submitted in writing to the Association as soon as possible, in accordance with the Occupational Health and Safety Act.
- J.3 If an act of violence against a nurse occurs in the Hospital and is reported, a copy of the Incident Report will be forwarded to the Joint Occupational Health and Safety Committee.
- J.4 The Hospital and the Association recognize that where preventative measures have failed to prevent violent incidents, counselling and support will be available to help victims recover from such incidents.
- J.5 The Hospital will consider requests for reimbursement for damages incurred to the nurse's personal property such as eye glasses, ripped uniforms and personal clothing as a result of being assaulted while at work.

ARTICLE K – EXTENDED TOURS

K.1 Objective

To establish extended tours for Registered and Graduate Nurses.

K.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.

K.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.

K.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.

K.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 ½) 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.

The second meal break of the shift shall be paid and the first meal break of the shift will include fifteen (15) minutes of paid time and fifteen (15) minutes of unpaid time.

(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, G.1, G.3 (a) and G.3 (d) shall not apply to nurses working extended tours.
- (iv) for part-time nurses only, G.3 (a), G.3 (e) and G.6 shall not apply to nurses working extended tours.

K.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 L – 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:

- L.1 Job-sharing requests with regard to full-time positions shall be considered on an individual basis.
- L.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.
- L.3 The above schedule shall conform with the full-time scheduling provisions of the Collective Agreement.
- L.4 Each job-sharer may exchange shifts with her partner, as well as with other nurses as provided by the Collective Agreement.
- L.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.
- L.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 Association, the remaining member and 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.

L.7 Implementation

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.

L.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.

L.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.

ARTICLE M – EQUIVALENT TIME OFF

M.1 Time off for nurses as provided for in Article 14.09 may be taken at a mutually agreeable time. Nurses shall be allowed to carry a total of not more than the equivalent of nine (9) extended tour shifts beyond April 30th of each year. All hours over and above the nine (9) shifts shall be paid out in accordance with Article 14.09 in the first pay period of May in each year. The nurse may elect to have her or his full bank paid out at any time by providing written notice to the Hospital. It is understood that Article 14.09 is applicable to part-time nurses.

NOTE: The parties agree that for implementation purposes April 30th, 2015 be used as the payout date for year one (1) so as to allow nurses sufficient time to exhaust their banks if they wish.

ARTICLE N – PREMIUM PAYMENT

N.1 (a) For the purposes of Article 14.10 (shift premium), the evening shift is defined as the hours of work between 1515 and 2315 hours.

- (b) For the purposes of Article 14.10 (shift premium), the night shift is defined as the hours of work between 2315 and 0715 hours.
- (c) For the purposes of Article 14.15, the weekend premium is payable for all hours worked between Friday 2315 hours to Sunday 2315 hours.

ARTICLE O – ELECTRONIC GRIEVANCE FORMS

- O.1 The parties agree to use the electronic version of the ONA Grievance Form at Appendix 1 of the Hospital Central Agreement.
- O.2 The parties agree that hard copies of the electronic form are valid for purposes of Article 7 of the Hospital Central Agreement.
- O.3 Electronic grievances may be sent via e-mail to the applicable Manager and copied to Human Resources or the identified designate.
- O.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- O.5 The Union undertakes to get a copy of the electronic version signed by the grievor.
- O.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a grievance proceed to Mediation or Arbitration.

ARTICLE P – ELECTRONIC PROFESSIONAL RESPONSIBILITY WORKLOAD REPORT FORMS

- P.1 The parties agree to use the electronic version of the ONA/OHA Professional Responsibility Workload Report Form (PRWRF) at Appendix 6 of the Hospital Central Agreement.
- P.2 The parties agree that hard copies of the electronic PRWRF are valid for purposes of Article 8 of the Hospital Central Agreement.
- P.3 Electronic PRWRFs may be sent via e-mail to the applicable Manager or designate.
- P.4 The electronic signature of the Union Executive representative or Labour Relations Officer will be accepted as the original signature.
- P.5 The Union undertakes to get a copy of the electronic version signed by the nurses.
- P.6 The parties agree to not use or rely upon any preliminary arguments related to the use of the electronic version should a PRWRF proceed to an Independent Assessment Committee as per Article 8.01.

ARTICLE Q – MODIFIED WORK/RETURN TO WORK PROGRAMS

- Q.1 The Hospital and the Association recognize the purpose of modified work/return to work programs is to provide fair practices for accommodating nurses who have been ill, injured or permanently disabled, to enable their early and safe return to work. The

parties will undertake to provide safe and meaningful employment for both permanently or temporarily disabled nurses.

DATED at Atikokan, Ontario, this 6th day of October, 2020.

FOR THE HOSPITAL

FOR THE UNION

_"Jorge Van Slyke"

_"Jennifer Learning" _____

_"Chris Cormier" _____

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 6th day of October, 2020.

FOR THE HOSPITAL

FOR THE UNION

_"Jorge Van Slyke"

_"Jennifer Learning" _____

_"Chris Cormier" _____

LETTER OF UNDERSTANDING
(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: PRESCHEDULED FOUR (4) HOUR SHIFTS

The parties agree, on a without prejudice or precedent basis, that where a part-time nurse is scheduled to work less than a normal tour (7.5 hours), Article G in its entirety applies except as amended by the following:

1. The Hospital will endeavour to keep the number of tours comprised of less than 7.5 hours to a minimum.
2. A paid rest period of fifteen (15) minutes will be granted during each half tour.
3. The Hospital will preschedule these shifts to accommodate pre-arranged procedures and duties to relieve the Patient Care Facilitators.
4. The Hospital will not utilize these shifts for emergency call-ins or procedures.
5. Premium pay will be paid for all hours worked after the scheduled four (4) hours.
6. The start time of the four (4) hour shift may be different than the "hours of work" as outlined in Article K.5 (a).

DATED at Atikokan, Ontario, this 6th day of October, 2020.

FOR THE HOSPITAL

FOR THE UNION

_"Jorge Van Slyke"

_"Jennifer Learning"_____

_"Chris Cormier"_____

LETTER OF UNDERSTANDING
(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: ARTICLE 10.08 (a) – SINGLE SHIFT REASSIGNMENT

In accordance with Article 10.08 (a), the parties agree to implement the following principles for single shift reassignment. The reassignment will be from the nurse's home unit to any other unit as required by the Hospital for the period of time up to and including a single shift.

Reassignment will occur bearing in mind the following principles:

1. Patient care requirements are the first priority.
2. The Hospital will not normally reassign probationary nurses.
3. The Hospital will reassign, where possible, nurses who volunteer.
4. The Hospital will reassign staff nurses on a fair and equitable basis.
5. The Hospital will not reassign the nurse outside of her scope of practice unless she is reassigned with an experienced nurse on the receiving unit.

DATED at Atikokan, Ontario, this 6th day of October, 2020.

FOR THE HOSPITAL

FOR THE UNION

_"Jorge Van Slyke"

_"Jennifer Learning"_____

_"Chris Cormier"_____

LETTER OF UNDERSTANDING
(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: MENTOR SELECTION

In conjunction with Article 9.08 (c) and Appendix 7, the parties agree to the following selection process for nurses interested in being assigned a formal mentorship role.

Before the commencement of a mentoring arrangement, a general notice regarding Mentorship Program will be posted on the ONA Boards for fourteen (14) days. Nurses interested in participating in the formal mentoring arrangement will indicate their interest in writing to their Nurse Manager.

Nurses shall be selected for mentor positions at the discretion of the Hospital. At the request of any nurse, the Nurse Manager will discuss with any unsuccessful candidate ways in which she or he may be successful in the future.

It is understood that a nurse can only be involved in one (1) mentorship arrangement at a time.

DATED at Atikokan, Ontario, this 6th day of October, 2020.

FOR THE HOSPITAL

FOR THE UNION

_"Jorge Van Slyke"

_"Jennifer Learning"

_"Chris Cormier"

LETTER OF UNDERSTANDING
(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: CLOTHING ALLOWANCE

Upon submission of receipts, the Hospital shall provide a onetime uniform/shoe allowance of up to eighty dollars (\$80.00) for full-time nurses and up to sixty dollars (\$60.00) for part-time nurses.

This agreement expires at the end of the Collective Agreement unless otherwise agreed to by the parties.

DATED at Atikokan, Ontario, this 6th day of October, 2020.

FOR THE HOSPITAL

FOR THE UNION

_"Jorge Van Slyke"

_"Jennifer Learning"_____

_"Chris Cormier"_____
