

COLLECTIVE AGREEMENT

BETWEEN:

**COMMUNITY ADDICTION AND MENTAL HEALTH SERVICES OF HALDIMAND AND
NORFOLK**

(Herein referred to as the "Employer")

AND:

ONTARIO NURSES' ASSOCIATION

(Herein referred to as the "Union")

EXPIRY: April 21, 2011

Table of Contents

ARTICLE 1 -- PURPOSE	3
ARTICLE 2 -- RECOGNITION.....	3
ARTICLE 3 -- MANAGEMENT RIGHTS	4
ARTICLE 4 -- NO DISCRIMINATION	5
ARTICLE 5 -- NO STRIKES AND LOCKOUTS.....	7
ARTICLE 6 -- UNION SECURITY	8
ARTICLE 7 -- UNION COMMITTEES AND REPRESENTATIVES	8
ARTICLE 8 -- GRIEVANCE PROCEDURE	12
ARTICLE 9 -- EMPLOYEE FILES	16
ARTICLE 10 -- ORIENTATION AND IN-SERVICE PROGRAM.....	17
ARTICLE 11 -- SENIORITY.....	18
ARTICLE 12 -- LEAVES.....	22
ARTICLE 13 -- PAID HOLIDAYS.....	27
ARTICLE 14 -- VACATIONS	27
ARTICLE 15 -- HOURS OF WORK.....	29
ARTICLE 16 -- PREMIUM AND OTHER PAYMENT	31
ARTICLE 17 -- MISCELLANEOUS	32
ARTICLE 18 -- COMPENSATION.....	33
ARTICLE 19 -- BENEFITS.....	34
ARTICLE 20 -- PENSION PLAN	35
ARTICLE 21 -- DURATION	35
APPENDIX "A"	36
APPENDIX "B"	37
LETTER OF UNDERSTANDING.....	38
LETTER OF UNDERSTANDING.....	39
LETTER OF UNDERSTANDING.....	40

ARTICLE 1 -- PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that employees wish to work together with the Employer to secure the best possible care and health protection for patients/clients. Appropriate committees have been created under this Agreement to work towards this objective.
- 1.03 The Employer shall not propose and/or enter into any agreement with an employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Ontario Nurses' Association as the sole bargaining agent of all registered nurses and social workers employed by Community Addiction and Mental Health Services of Haldimand & Norfolk working in the Adult Program, Specialized Geriatric Program, Crisis Assessment and Support Team, First Episode Psychosis Program, and the CTO Program, save and except managers, persons above the rank of manager, office and clerical staff, and persons covered by a subsisting collective agreement.
- 2.02 A full-time employee is one who works the normal full-time hours as described in Article 15.02.
- 2.03 A part-time employee is one who regularly works less than the normal full-time hours described in Article 15.02.
- 2.04 In order to protect the standard of care, the Employer agrees that no one outside of the above-mentioned bargaining unit shall perform work normally performed by members of the bargaining unit, except for management employees in the circumstances described herein. Management employees may perform bargaining unit work unless doing so will cause bargaining unit employees to be laid off, displaced, terminated, or suffer a reduction in hours.
- 2.05 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the content so requires. Where the singular is used, it may also be deemed to mean the plural.
- 2.06 A nurse is required to present to her supervisor or designate on or before February 15th of each year, evidence that her Certificate of Registration is in good standing and currently in effect. Such time will be extended for reasons

where the College of Nurses of Ontario permits the nurse's Certificate of Registration to remain in effect. If the nurse's Certificate of Registration is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the nurse will be placed on a non-disciplinary suspension without pay. If the nurse presents evidence that her Certificate of Registration has been reinstated, she shall be reinstated to her position effective upon presenting such evidence. Failure to provide evidence within 90 calendar days of the nurse being placed on non-disciplinary suspension by the Employer will result in the nurse being deemed to be no longer qualified and the nurse shall be terminated from the employ of the Employer. Such termination shall not be the subject of a grievance or arbitration.

NOTE: Where an employee is in a position other than in a Registered Nursing position with duties and responsibilities that are subject to a regulatory College, she shall be treated in a manner consistent with this Article.

ARTICLE 3 -- MANAGEMENT RIGHTS

3.01 Except as, and to the extent specifically modified by this Agreement, all rights and prerogatives of Management are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and its Management and may be exercised by Management as it, in its discretion, sees fit.

Without limiting the generality of the foregoing, the Employer's rights shall include:

- (a) the right: to maintain order and efficiency; to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices to be observed by its employees;
- (b) discipline and discharge employees that have completed the probationary period for just cause; and discharge employees that have not completed the probationary period for any reason the Employer considers appropriate;
- (c) the right: to select, hire and control the working force and employees; to transfer, assign, promote, demote, schedule and classify employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit; to operate and manage the enterprise in all respects in order to satisfy its commitments and objectives;
- (d) the right to determine: the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the work to be done; whether to perform or contract for goods and services; the schedules of work; the methods, processes and means of performing work; job content and requirements; the qualifications of employees, which shall consider the employee's

regulatory body; the use of improved or changed methods; the number of employees needed by the Employer at any time and how many shall work in any job; the number of hours to be worked; starting and quitting time; methods to be used to ensure security of the Employer's property. And generally the right to manage the enterprise without interference are solely and exclusively the right of the Employer.

Failure by the Employer to exercise any of its Management Rights or other rights shall not be considered to be an abandonment of those rights.

- 3.02 These rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

ARTICLE 4 -- NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her membership or non-membership in the Union, activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.

- 4.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement because of "race", "ancestry", "place of origin", "colour", "ethnic origin", "citizenship", "creed", "sex", "sexual orientation", "age", "record of offences", "marital status", "family status", or "disability" as those terms apply under the Ontario *Human Rights Code*.

- 4.03 The following provisions of the Ontario *Human Rights Code* apply to every employee in the bargaining unit:

- (a) Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or disability. See section 5(2)
- (b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee. See section 7(2).

The right to freedom from harassment in the workplace applies also to sexual orientation.

- (c) Every person has a right to be free from,
 - i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or

ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person. See section 7(3)

(d) An employee who believes that she has been harassed contrary to this provision may file a grievance under Article 8 of this Agreement.

NOTE: "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. See section 10(1) of the Ontario *Human Rights Code*.

(e) In recognizing the importance of a harassment-free environment, the Employer will review policies and procedures with respect to harassment with the employee during her orientation.

4.04 (a) If an employee believes there has been abuse in the workplace by another employee, a client or member of the public, she will report this in writing to her immediate supervisor who will make every reasonable effort to rectify the situation.

(b) The parties agree that if incidents involving aggressive client action occur, such action will be reviewed and discussed at the labour-management committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

(c) The Employer shall notify the union within five (5) days of an employee who has been assaulted while performing his/her work. The assaulted employee may choose to have his/her name remain confidential. Such information shall be provided to the union as soon as possible. Updated statistics on numbers of staff assaulted while performing work will be brought to each meeting of the labour-management committee.

(d) When an employee, in the exercise of her/his duties, suffers damage to her/his personal belongings (clothing, watch, glasses, contact lenses or other prosthesis, etc.), the Employer shall provide for replacement or repair at no cost to the employee on production of a receipt.

The employee will present her/his claim, with receipt, to the Employer within seven (7) days after the event, unless it is impossible for her/him to do so during this period.

4.05 (a) The parties recognize the duty of reasonable accommodation for individuals under the Ontario *Human Rights Code* and agree that this collective agreement will be interpreted in such a way as to permit the Employer and the Union to discharge that duty.

- (b) Prior to any disabled employee returning to work from a disability including WSIB to a modified/light/alternate work program, the Employer will notify and meet with members of the bargaining unit executive to consult on a back to work program for the worker. Any agreement resulting from these discussions which conflicts with the collective agreement shall, subject to agreement by the Union, prevail over any provision of this agreement in the event of a conflict.

4.06 Disability Leave

- (a) An employee who because of illness or injury, whether work-related or not, requiring absence from work, shall, at the Employer's expense, provide the Employer with a medical certificate confirming that the employee's personal illness or injury prevented the employee's attendance at work, if:
 - i) the employee has been absent for at least three (3) consecutively scheduled shifts, and the Employer has requested such certificate; or
 - ii) the employee has demonstrated excessive absenteeism or an established pattern of absenteeism, and the Employer has given the employee written notice that he/she must provide such a certificate; or
 - iii) if the Employer requests that the employee provide a certificate from his/her physician that he/she is sufficiently recovered from the personal illness which caused his/her absence and is capable of performing his/her former duties and responsibilities.
- (b) The Employer reserves the right to require the employee to provide reasonable medical information at the Employer's expense when additional information is required to establish that the employee is medically able to return to work or requires accommodation. It is understood that the Employer is not entitled to request or receive a medical diagnosis, except or unless it is required by a statutory or regulatory body or organization.

ARTICLE 5 -- NO STRIKES AND LOCKOUTS

- 5.01 The Union agrees that there will be no strikes and the Employer agrees that there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the Ontario *Labour Relations Act*, 1995, as amended.

ARTICLE 6 -- UNION SECURITY

- 6.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues designated by the Union. The deduction period for a part-time employee may be extended where the employee does not receive pay in a particular month.
- 6.02 Such dues shall be deducted monthly and, in the case of newly employed employees, such deductions shall commence in the month following their date of hire. There shall be no deduction from a part-time employee in a month in which the employee does not work.
- 6.03 The amount of the regular monthly dues shall be those authorized by the Union. The Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified. The Union will also notify its members of any changes to the monthly dues and the new amounts to be deducted by the Employer.
- 6.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims for liabilities arising or resulting from the operation of this Article.
- 6.05 The amounts deducted under this Article shall be remitted monthly to the Vice-President Finance of the Union, no later than the end of the month following the month in which the dues were deducted. In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, including deletions (indicating terminations) and additions from the preceding month and their social insurance numbers. A copy of this list will be sent to the Union.
- 6.06 The Employer shall provide each employee with a T4 Supplementary slip showing the dues deducted in the previous year for income tax purposes where such information is or becomes readily available through the Employer's payroll system.

ARTICLE 7 -- UNION COMMITTEES AND REPRESENTATIVES

- 7.01 The Employer will recognize the following:
- (a) One (1) employee representative for each of the Adult, Specialized Geriatric, and CAST programs. Upon mutual agreement of the parties, the number may be altered from time to time
 - (b) A grievance committee of two (2) employees.
 - (c) A negotiating committee of three (3) employees.

- (d) A union-management committee composed of two (2) representatives of the Employer and two (2) representatives of the Union, one of whom shall be the Bargaining Unit President. Meetings of this Committee shall be held at the request of either party, but no more than once quarterly. The purpose of this Committee shall be to discuss matters relating to workload, scheduling matters, job content and other matters of mutual concern. An agenda will be established for the meetings and only matters on the agenda will be discussed. Agenda items must be exchanged in writing at least five (5) business days before a meeting. Minutes of these meetings shall be maintained and signed by both parties. The role of Chairperson shall rotate between the parties.
 - (e) All joint Employer Union meetings noted above will be scheduled where practical, during the employee's working hours.
- 7.02 The Union will supply the Employer with the names of its representatives and any changes thereto.
- 7.03 The committees shall have the right to have the assistance of staff representatives or consultants from the Ontario Nurses' Association. The Employer shall also have the right to outside representation and/or assistance.
- 7.04 (a) The Employer shall pay representatives and committee members their respective salaries for all time lost from regularly scheduled hours processing grievances, up to but not including the arbitration stage, negotiating the collective agreement and renewals thereof, up to and including conciliation, and while attending meetings with the Employer. Employees on the evening and night shifts shall receive paid time off for the actual day of the negotiating meeting.
- (b) It is agreed that members of the Grievance Committee may require a reasonably brief period of time during the day to fulfil their duties as Committee members as set out in (a) above. However, it is further agreed that members of the Grievance Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such permission shall not be unreasonably withheld.
- 7.05 The Employer agrees that a Union representative shall be given the opportunity of interviewing each newly hired employee, for a period not to exceed thirty (30) minutes, for the purposes of acquainting the employee with the Union and collective agreement. Such interviews shall be scheduled in advance at a time convenient to the Employer.

7.06 Health & Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time.
- (b) The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.
- (c) When the Employer is made aware of clients who have serious infectious diseases, it will use its best efforts to make all affected direct care employees aware of any special precautions or procedures required of them to deal with these circumstances. It is understood that the nature of the disease need not be disclosed. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- (d) The parties further agree that suitable subjects for discussion at the joint union-management committee will include aggressive clients.

The Employer will have written policies to address the management of violent behaviour. Such policies will include but not be limited to:

- i) Designing safe procedures for employees.
 - ii) Providing training appropriate to these policies.
 - iii) Reporting all incidents of workplace violence.
- (e) The Employer shall:
- i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
 - ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
 - iii) ensure that the applicable measures and procedures prescribed in the *Occupational Health and Safety Act* are carried out in the workplace.
- (f) A worker shall,
- i) work in compliance with the provisions of the *Occupational Health and Safety Act* and the regulations;

- ii) use or wear the equipment, protective devices or clothing that the worker's Employer requires to be used or worn;
- iii) report to his or her Employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
- iv) report to his or her Employer or supervisor any contravention of the *Occupational Health and Safety Act* or the regulations or the existence of any hazard of which he or she knows.

(g) Injured Workers Provisions

At the time an injury occurs, the injured worker's Employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within Haldimand or Norfolk County. The Employer shall pay for the transportation.

(h) Infectious Diseases

The Employer and the Union desire to arrest the spread of infectious diseases in the workplace.

To achieve this objective, the joint labour-management Committee may review and offer input into infection control programs and protocols including outbreak control, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education, where practical, in the use of personal protective equipment.

- (i) The Joint labour-management Committee will discuss and may recommend appropriate measures to promote health and safety in the workplace.

7.07 Violence in the Workplace

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
- (b) The Employer agrees to have formalized policies and procedures to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.

- (c) The Employer will report all incidents of violence as defined herein to the joint labour-management committee for review. Reporting incidents of violence shall be a standing agenda item for all committee meetings.
 - (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
 - (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within five (5) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.
- 7.08 The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the joint labour-management committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum. Reporting incidents of aggressive client action shall be a standing agenda item for all labour-management committee meetings.
- 7.09 It is recognized that the Labour Relations Officer is the signing authority for any documents which would form part of or amend the Collective Agreement.
- 7.10 The Union may hold meetings on the Employer's premises provided permission has first been obtained by the Employer.

ARTICLE 8 -- GRIEVANCE PROCEDURE

- 8.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02 Pre-Grievance stage: It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with the supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have occurred or ought reasonably to have become known to the employee. If the complaint is not settled through timely discussion with the supervisor, the complaint shall be taken up as a grievance within ten (10) calendar days of the discussion with the supervisor in the following manner and sequence:

STEP NO. 1

The employee may submit a written grievance, signed by the employee, to the supervisor. The grievance shall be on a prescribed Union form (Appendix B) and shall identify the nature of the grievance, a statement of the facts giving rise to the grievance, the provisions of the Agreement that are alleged to have been violated, and the remedy that is sought. The supervisor will deliver the decision in writing within five (5) calendar days following the day on which the grievance was presented to the supervisor. The parties may, if they desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

STEP NO. 2

Within ten (10) calendar days following the decision in Step No. 1, the grievance may be submitted in writing to the Executive Director or designate. A meeting will then be held between the Executive Director or designate and the Grievance Committee within ten (10) calendar days of the submission of the grievance at Step No. 2, unless extended by agreement of the parties in writing. It is understood and agreed that a representative of the Ontario Nurses' Association will be present, and the grievor may be present at the meeting. The decision of the Employer shall be delivered in writing within five (5) calendar days following the date of such meeting. A copy of the second step grievance reply will be provided to the Labour Relations Officer.

NOTE: It is understood that at any stage of the grievance process, including pre-grievance, or any disciplinary meeting, a member of the Union shall have the right to have a representative of the Union present. Such representative shall be the Bargaining Unit President or designate. The Employer shall also have the right to external representation of its choosing during such meetings.

8.03 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance.

8.04 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing signed by each employee who is grieving to the Executive Director or designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.05 Discharge Grievance

It is agreed and understood that a probationary employee may be discharged at the Employer's sole discretion, except that the employee will not be discharged for exercising his or her rights under the Collective Agreement.

The Employer will not suspend, discharge, or otherwise discipline an employee who has completed his or her probationary period without just cause. In the event the Employer purports to discharge an employee for cause, the Employer shall, upon the written request of the employee affected, or Union, furnish written reasons for discharge. Whether expressly stated or not, such reasons shall be deemed to include the employee's employment and discipline records.

A claim by an employee who has completed her or his probationary period that she or he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is effected, otherwise the discharge or suspension will not be grievable. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the employee; or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

8.06 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned.

8.07 It is understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employee(s).

MEDIATION/ARBITRATION

8.08 (a) Upon mutual consent, grievances may proceed through the grievance procedure to a single mediator/arbitrator for the purpose of resolving the grievance in an expeditious and informal manner.

The mediator/arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the mediator/arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the mediator/arbitrator may establish or limit the nature, extent, and form of

the evidence and may impose such conditions as they consider appropriate. The mediator/arbitrator shall give a succinct decision within five (5) days after completing proceedings, unless the parties agree otherwise.

- (b) Where a dispute arises in respect of any of the matters covered by this Agreement concerning:
- (i) the interpretation, application, or administration of this Agreement, or
 - (ii) whether a matter is arbitral, or
 - (iii) where an allegation is made that this Agreement has been violated, and if a satisfactory settlement cannot be reached, the matter in dispute may be submitted by the Employer or the Union to a Board of Arbitration. The Board of Arbitration may consist of a single Arbitrator, or by joint agreement of the parties, may constitute a three (3) person Board of Arbitration.
- (c) SINGLE ARBITRATOR: Either of the parties to this Agreement is, in such event, to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of ten (10) days after the receipt of the said notice, agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.
- (d) BOARD OF ARBITRATION: Either of the parties to this Agreement desirous of exercising this provision, shall give written notice to the other party and at the same time shall appoint its member of the Board of Arbitration. The other party shall within seven (7) calendar days, appoint its member to the Board of Arbitration or shall inform the other party in writing of its desire for a single Arbitrator.
- Where two (2) members are thus appointed they shall confer jointly in an endeavour to select a third member who shall be the Chairperson of the Board. If within ten (10) days the two members have not reached agreement, the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint a Chairperson.
- (e) Where there is a single Arbitrator, the Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own Arbitrator and shall equally bear the cost of the Chairperson and the arbitration proceedings.
- (f) The Arbitrator or the Board of Arbitration shall not have authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof.

- (g) The decision of the Arbitrator or the Board of Arbitration appointed pursuant to this Article is final and binding on the Employer, the Union, and any employee affected thereby.
- (h) The time limits and other procedural requirements set out in Article 8 are mandatory and not merely directory, and no matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified. The provisions of this clause shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing, signed by both parties.

ARTICLE 9 -- EMPLOYEE FILES

- 9.01 A copy of any completed formal evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.

Having provided a written request to Human Resources, an employee shall be entitled to her/his personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of Human Resources and in the Human Resources office, at a mutually agreeable time within seven (7) days of the request.

- 9.02 The Employer will accommodate reasonable requests for copies of performance appraisals and records of discipline in an employee's file.
- 9.03 The Employer agrees that any notation that has not been brought to an employee's attention may not be relied upon as discipline against the employee.
- 9.04 Letters of discipline will be removed from an employee's file after eighteen (18) months provided the employee has remained discipline-free during such period.
- 9.05 The Peer Feedback Process of the Quality Assurance Program required by the College of Nurses of Ontario

The above referenced Peer Feedback is confidential information which the nurse is expected to obtain, by requesting feedback from peer(s) of her or his choice, for the sole purpose of meeting the requirements of the Quality Assurance Program required by the College of Nurses of Ontario. The parties recognize the importance of supporting the confidential nature of the Peer Feedback component of the Quality Assurance Program. For further clarity, the above referenced Peer Feedback will not be used as a performance evaluation under this agreement.

NOTE: It is understood that the above provision may also apply to other staff (other than RNs) whose professional body requires similar processes.

ARTICLE 10 -- ORIENTATION AND IN-SERVICE PROGRAM

- 10.01 It is agreed that an orientation and in-service program will be provided to all employees; these programs shall be reviewed and updated from time to time by the Employer.
- 10.02 The following minimums are to be observed in the orientation of a newly-hired employee:
- (i) She is to be familiarized with the physical aspects of the building, as well as all the applicable policies and procedures of the Employer.
 - (ii) Emergency procedures and equipment will be presented to the newly hired employee, and reviewed with all employees annually.
 - (iii) The employee(s) involved in the orientation will confirm that it has been completed, and this will be noted on the newly-hired employee's personnel file, which will be reviewed with such employee, and the employee shall also be able to comment.
- 10.03 The in-service education program shall be based on the following principles and will be a standing item on the union-management committee agenda:
- (a) the learning needs identified by employees shall be considered;
 - (b) it shall be a planned program to update employees as to changes in procedures or practices;
 - (c) all in-service and education programs shall be scheduled, where possible, in a manner that will allow a maximum number of employees to attend during working hours. The employee shall be paid for all hours spent outside her regular working hours at her regular rate of pay only if the meeting is made compulsory.
 - (d) Employees involved in the organizing, preparing and presenting of in-service programs at the workplace, and outside the workplace, shall be paid for all such hours involved at their regular rate of pay. However, all time spent outside of regular scheduled working hours must first be pre-approved by the Employer.
 - (e) The Employer agrees that if it introduces new methods, equipment, practices, or responsibilities that require additional knowledge or skill on the part of the employees, the affected employees will be given a reasonable opportunity to study and practice to acquire the necessary knowledge or skill to carry out these responsibilities.

- (f) Certification and Re-certifications for CPR will be paid by the Employer, and where possible will be done during the normal working hours of the employees.

ARTICLE 11 -- SENIORITY

11.01 Newly-hired employees shall be considered to be on probation for a period of four hundred and fifty (450) hours. The probation period may be extended by mutual consent of all parties by an additional three hundred (300) hours. If retained after the probationary period, the employee shall be credited with seniority in the amount of the number of hours worked since the date of last hire. The Employer shall advise the employees in writing of the completion of their probationary period. Once the probation period has been successfully completed, the employee shall move on the salary scale according to Appendix "A", subject to the terms and conditions of this agreement, from the start level to the appropriate level.

11.02 Seniority lists shall be maintained for all employees covered by this Agreement who have completed their probationary period. A copy of the Seniority List shall be posted every six (6) months, and a separate copy will be given to the Bargaining Unit President. Seniority accrual shall be determined as of December 31 and June 30 of each year. Seniority as posted will be deemed to be final and binding and not subject to complaint or grievance unless such complaint is made within sixty (60) calendar days of the date the seniority list is posted.

Seniority for full-time employees shall be defined as length of service with the Employer since the employee's most recent date of hire.

Seniority for part-time employees shall be based on the number of hours worked since the employee's most recent date of hire.

11.03 An employee's full seniority and service shall be retained by the employee in the event that she is transferred from full-time to part-time. An employee whose status is changed from full-time to part-time shall receive credit for her full seniority and service on the basis of 1600 hours worked for each year of full-time seniority. An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one year of seniority for each 1600 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

11.04 Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- (a) when on an approved leave of absence with pay;
- (b) when on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;

- (c) when in receipt of Workplace Safety and Insurance Board benefits for an injury sustained while in the employ of Community Addiction and Mental Health Services of Haldimand & Norfolk;
- (d) when in receipt of long-term disability benefits under the Employer's long-term disability plan;
- (e) when on pregnancy/parental/adoption leave in accordance with the *Employment Standards Act*.

11.05 Seniority shall be retained but not accumulated where an employee is absent from work under the following circumstances:

- (a) when on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
- (b) when on layoff;
- (c) when absent for any other reason.

11.06 An employee shall lose seniority and employment if she:

- (a) leaves on her own accord (resigns);
- (b) retires;
- (c) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (d) has been laid off for twenty-four (24) calendar months;
- (e) is absent from scheduled work for a period of three (3) or more consecutive working days without a reason satisfactory to the Executive Director;
- (f) fails to return to work upon termination of an authorized leave of absence without a satisfactory reason;
- (g) fails upon being notified of a recall to signify her intention to return within seven (7) calendar days after she has received the notice of recall or fails to report to work within ten (10) calendar days after she has received the notice of recall;
- (h) the employee utilizes a leave of absence for purposes other than that for which the leave was granted.

NOTE: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

11.07 **Job Postings**

Where a permanent vacancy occurs within the bargaining unit or a new position within the bargaining unit is created by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Bargaining unit employees may make written application for such vacancy within the seven (7) day period referred to herein. Subsequent vacancies created by the filling of a posted vacancy are to be posted for seven (7) consecutive calendar days.

- 11.08 Employees shall be selected for positions on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern provided that the successful applicant, if any, has the skill, ability, experience and qualifications to perform the work without training or familiarization. There shall be no distinction between full-time and part-time employees.
- 11.09 Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (including maternity) may be filled at the discretion of the Employer. In filling such vacancies consideration shall be given to part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question. Upon completion of the temporary vacancy, such employee shall be reinstated to her former position.
- 11.10 The Employer shall have the right to fill any permanent vacancy on a temporary basis for a reasonable time period until the posting procedure has been complied with.
- 11.11 Notwithstanding the level of entry to practice (Baccalaureate Degree in Nursing which became effective in 2005), the Employer will not establish qualifications, or identify them in job postings, in an arbitrary or unreasonable manner.
- 11.12 So long as a full-time position exists, there will be no splitting of that position into two (2) or more part-time positions without the agreement of the union, such agreement not to be unreasonably withheld.
- 11.13 Layoffs will be implemented in accordance with the following procedure:
- (a) The Employer will identify the position(s) to be eliminated.
 - (b) The employee(s) in the eliminated position(s) will be entitled to displace an employee with less seniority in the same classification and program.
- 11.14 In the event of a proposed layoff of a permanent or long-term nature, or the elimination of a position within the bargaining unit, the Employer shall:
- (a) provide the Union with no less than sixty (60) days' written notice of the proposed layoff or elimination of positions; and
 - (b) provide the affected employee(s), if any, no less than sixty (60) days' written notice of the proposed layoff or elimination of position, or pay in lieu thereof;

- (c) meet with the Union to discuss the layoff.

Notice given pursuant to Article 11.14 (b) shall be considered to be notice of termination pursuant to the Ontario *Employment Standards Act* if the layoff ceases to be a temporary layoff under the *Employment Standards Act*.

- 11.15 Recalls will be implemented in accordance with the following procedure:
- (a) employees that have previously worked in the program and classification where work is available will be recalled in order of seniority;
 - (b) if work becomes available in a classification and program other than that from which employees have been laid off, employees will be recalled in order of seniority provided the senior employees have the skill, ability, qualifications and experience to fulfil the requirements of the position without any training or familiarization;
 - (c) all regular part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new employee is hired into either category, provided the senior employees have the skill, ability, qualifications and experience to fulfil the requirements of the position without any training or familiarization.
- 11.16 No bargaining unit employee(s) shall be laid off, displaced or terminated, or suffer a reduction in hours of work, as a result of the Employer contracting out any of its work or services normally done by bargaining unit members.
- 11.17 No reduction in the hours of work shall take place to prevent or reduce the impact of a layoff without the consent of the Union, such consent not to be unreasonably withheld when shown to be in best interests of the clients.
- 11.18
- (a) An employee who substitutes temporarily in a position outside the bargaining unit shall be covered by the collective agreement for up to twelve (12) months from the date of assignment. Bargaining unit employees shall be given the first opportunity to fill the resulting vacancy. The employee shall have the right to return to her or his bargaining unit position prior to the expiry of the twelve (12) month period by giving the Employer six (6) weeks notice. An employee who remains outside of the bargaining unit beyond the period covered by this article shall lose all seniority.
 - (b) An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned to the bargaining unit within three months shall be given credit for all seniority and service accrued while outside the bargaining unit plus all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit, all other employee(s) shall revert to their previous positions.

- 11.19 A copy of all job postings will be provided to the Union at the time of posting. The Employer will provide the Union with the name and designation of each successful applicant.

ARTICLE 12 – LEAVES

- 12.01 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Executive Director or designate. Such requests must be submitted at least three (3) weeks in advance except in cases of emergency and a written reply will be given within fourteen (14) days of receipt of the request. In cases of extreme emergency, a reply will be given as soon as possible. Such leave will not be unreasonably denied. However, for example, it will not be unreasonable for a leave to be denied where granting the leave will result in inadequate staffing.

12.02 Education Leave

- (a) A leave of absence without pay, for the purposes of furthering professional career development, may be granted on written application by the employee to the Executive Director or designate provided such leave of absence relates to the employee's work with the Employer. The leave will not be unreasonably denied. However, it will not be unreasonable for the Employer to deny a leave of absence where granting it will result in inadequate staffing.
- (b) A full-time or regular part-time employee shall be entitled to a leave of absence without loss of earnings from her or his regularly scheduled working hours for the first instance of writing an exam in any course approved in advance by the Employer. Employees that do not pass the exam on the first attempt will be granted an unpaid leave of absence to write the examination a second time. The Employer will pay any examination fees associated with the first attempt to write the examination provided that the employee provides the Employer with a receipt and proof that the course has been successfully completed.
- (c) The Employer will advise employees of any funds that may become available for professional development during the first quarter of the fiscal year.
- (d) Leave of absence without loss of regular earnings from regularly scheduled hours for the purposes of attending short courses, workshops or seminars to further professional career development may be granted at the discretion of the Employer upon advance written application by the employee to the Executive Director or designate.
- (e) Regular part-time employees will be credited with seniority and service for all hours paid for the first instance to write examinations, or attend courses, workshops or seminars as provided above.

- 12.03 An employee shall be entitled to a leave of absence from her or his regularly scheduled working hours for the purposes of writing exams arising out of any mandatory requirement of the College of Nurses of Ontario or the Ontario College of Social Workers and Social Services Workers. Any leave granted to write such examinations shall be without loss of earnings for the first attempt, and with loss of earnings on any subsequent attempt.

Part-time employees will be credited with seniority and service for all such hours paid in connection with the first attempt to write such exams.

- 12.04 Professional leave with pay will be granted to employees who are elected to the College of Nurses of Ontario to attend regularly scheduled meetings of the College of Nurses of Ontario or Registered Nurses' Association of Ontario.

12.05 Jury & Witness Duty

- (a) If a full-time or regular part-time employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties with the Employer, or is required to attend a coroner's inquest in connection with a case arising from the employee's duties with the Employer, the employee shall not lose service/seniority or regular pay because of such attendance and shall not be required to work the night shift prior to, or on the day of such duty provided that the employee:
- i) notifies the Employer immediately on the employee's notification that she or he will be required to attend court;
 - ii) presents proof of service requiring the employee's attendance;
 - iii) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.

In addition, where an employee is selected for jury duty for a period in excess of one (1) week, she or he shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on her or his former schedule that is considered appropriate by the Employer. It is understood and agreed that the parties may agree to different scheduling arrangements for the first week of jury and witness duty.

- (b) Where the Employer requires an employee to attend any meetings in preparation for a case or legal proceedings which either arises from a employee's employment with the Employer or otherwise involves the Employer, the Employer will make every reasonable effort to schedule such meetings at the Employer during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee

shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay.

Part-time employees will be credited with seniority and service for all such hours paid as provided above while in attendance at such meetings.

12.06 Leave for Union Business

The Employer agrees to grant leaves of absence, without pay, to employees selected by the Union to attend Union business including conferences, conventions and Provincial Committee meetings. The cumulative total leave of absence, including both full-time and part-time employees, shall not exceed twenty (20) days during the calendar year. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer. The Local Union agrees to reimburse the Employer in the amount of the employee's daily rate of pay, no later than the end of the month following the month in which the leave occurred. In remitting such funds, the Union shall provide a list of employees for whom remittances are being made and their Social Insurance Numbers. The above is subject to the following conditions:

- (a) requests for such leave(s) shall be made in writing at least four (4) weeks prior to the commencement of the leave(s), except in exceptional circumstances;
- (b) no more than two (2) employees from the Employer shall be given leave under this Article at the same time.

12.07 Leave, Board of Directors

An employee, who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted upon request such leave(s) of absence as may be required to fulfil the duties of her position. Reasonable notice, sufficient to allow the Employer to minimize disruption of its services, shall be given for such leave(s) of absence. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Union leave provisions in Article 12.06 above. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer. The Union agrees to reimburse the Employer in the amount of the employee's salary and benefits no later than the end of the month following the month of the leave. In remitting, the Union shall provide a list of employees for whom remittances are being made and their Social Insurance Numbers.

12.08 Leave, President, O.N.A.

Upon application in writing by the Union on behalf of the employee, a leave of absence shall be granted to such employee elected to the office of President of the Ontario Nurses' Association for a single two (2) year term. There shall be no loss of service or seniority for the employee during such leave of absence, and the employee's salary and applicable benefits shall be maintained by the Employer. The Union agrees to reimburse the Employer for the full cost of such

salary and applicable benefits no later than one (1) month following the date that such costs are incurred by the Employer. In remitting, the Union shall provide a list of employees for whom remittances are being made along with their Social Insurance Numbers. It is understood, however, that during the leave of absence, the employee shall be deemed an employee of the Ontario Nurses' Association, and not an employee of the Employer. The employee will provide the Employer with at least four (4) weeks' notice prior to returning to her former position.

12.09 Compassionate Leave

Compassionate leave shall be granted to an employee upon her request in case she is required to be absent from work for the purpose of:

- (a) attending and/or making arrangements for the funeral or equivalent service of an employee's spouse (common law and partner of the same sex), child, mother, father, brother, sister, legal guardian, grandparent, mother-in-law, father-in-law, son-in-law, or daughter-in-law, up to three (3) working days without loss of regular pay.
- (b) Attending and/or making arrangements for the funeral or equivalent service of the employee's uncle, aunt, niece or nephew, brother-in-law, sister-in-law, uncle-in-law, aunt-in-law, one (1) working day without loss of regular pay.
- (c) In-laws as set out above shall include in-laws of an employee's same-sex partner.
- (d) At the employee's request, a one (1) day leave of absence with pay may be given by the Executive Director for persons to whom the employee is very close.

12.10 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, as amended from time to time except where amended in this provision.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave, and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be given a comparable job if one exists.
- (d) The Employer may request an employee to commence pregnancy leave at such time as the duties of her position cannot reasonably be performed

by a pregnant woman or the performance or non-performance of her work is materially affected by the pregnancy, such request shall not be arbitrary, unreasonable.

12.11 Parental Leave

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) An employee who has taken a pregnancy leave under Article 12.10 is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the Employment Standards Act. An employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to one (1) year duration, consideration being given to any requirements of adoption authorities. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request leave of absence, in writing, upon receipt of confirmation of pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- (c) The employee shall be reinstated to her or his former position, unless her or his former position has been discontinued, in which case the employee shall be given a comparable job if one exists.

12.12 (a) Family Medical Leave will be granted in accordance with the *Employment Standards Act* for up to eight (8) weeks within a twenty-six (26) week period.

- (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.
- (c) Subject to any changes in an employee's status which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

12.13 Military Leave

An employee will be granted unpaid leave without loss of seniority in order to meet any obligations pertaining to the Canadian Military Reserve. The employee will give as much notice as reasonably possible.

ARTICLE 13 -- PAID HOLIDAYS

13.01 For the purposes of this section, the following holidays shall be recognized:

New Year's Day
 Good Friday
 Easter Monday
 December 25
 December 26
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Victoria Day
 Canada Day
 Family Day

13.02 (a) When a holiday falls during a scheduled vacation period of an employee, he/she shall be given a day off in lieu with holiday pay at a time mutually agreed to by both the Employer and the employee. This may include the lieu day being added to the vacation period provided that it does not interfere with the efficient operations of the Employer.

(b) Where a holiday(s) fall on an employee's scheduled day off, the employee will receive an additional day off with holiday pay at a time mutually agreeable between the employee and the Employer. The employee's request for a lieu day will not be unreasonably denied.

13.03 (a) Holiday pay will be calculated in the same way that public holiday pay is calculated under the Ontario *Employment Standards Act*.

(b) The employee will not be entitled to holiday pay if he/she fails, without reasonable cause, to work all of his/her last regular scheduled day before the holiday or all of his/her regular scheduled day after the holiday.

13.04 Should an employee work on any of the above holidays, the employee shall be paid at the rate of time and one-half (1½x) the employee's regular straight-time rate of pay for all hours worked on the holiday. In addition, the employee will receive a lieu day with holiday pay at a time mutually agreed with the Employer.

ARTICLE 14 -- VACATIONS

14.01 For the purposes of calculating entitlement for vacation time and vacation pay, the vacation year shall be from April 1st to March 31st. It is also understood that vacation entitlement shall be expressed in hours.

- 14.02 (a) Full time employees shall be entitled to vacations with pay in accordance with the following:

YEARS OF SERVICE	VACATION ENTITLEMENT
Less than one year of service	1.667 days per month of service
More than one year	4 weeks
More than 10 years	5 weeks
More than 15 years	6 weeks

- (b) Part-time employees will be credited with one year of service for every one thousand six hundred (1600) hours paid.

Part-time employees will be entitled to vacation leave and vacation pay in accordance with the following:

Credited Service	Vacation Leave	Vacation Pay
Less than one year	Two (2) weeks	Four percent (4%) of current year's wages
More than one (1) year	Four (4) weeks	Eight percent (8%) of current year's wages
More than ten (10) Years	Five (5) weeks	Ten percent (10%) of current year's wages
More than fifteen (15) Years	Six (6) weeks	Twelve percent (12%) of current year's wages

Vacation pay will be paid bi-weekly with each part-time employee's regular pay.

- 14.03 All vacation time except five (5) days, must be taken by March 31st. Five (5) days may be carried over to the end of the next vacation year, provided that the employee provides the Employer with written notice of such intention within thirty (30) days of the end of the current vacation year.

Additional vacation time may be carried over for exceptional circumstances in the absolute discretion of the Executive Director. The employee must make such request for additional carry-over in writing.

- 14.04 All vacation requests of less than one (1) week duration in a given vacation year shall be requested as far in advance as possible. Management will reply in writing within two (2) working days of the request. Once granted, vacation days will not be changed without the mutual agreement of both parties. Vacation requests shall not be unreasonably denied, subject to the maintenance of the Employer's services.

- 14.05 All vacation requests of one (1) week or more in any given vacation year must be made thirty (30) calendar days in advance. Management will reply in writing within five (5) working days of the request. Once granted, vacation days will not be changed without the mutual agreement of both parties. Vacation requests shall not be unreasonably denied subject to the maintenance of the Employer's services.
- 14.06 In years that the employee's vacation entitlement increases, the employee's increased entitlement will be pro-rated for the remainder of the vacation year after the employee's anniversary date.
- 14.07 Vacations will be granted on a first-come first-serve basis. Where the vacation requests of two (2) or more employees cannot be accommodated, preference will be given on the basis of seniority.
- 14.08 Where an employee's employment is terminated for any reason, vacation pay will be paid on a pro-rata basis.
- 14.09 (a) Where an employee's scheduled vacation is interrupted due to illness and the employee is admitted to hospital for two (2) or more days, the period of such illness shall be considered sick leave. The employee shall provide a medical note substantiating the employee's admission to hospital and period of illness.
- (b) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 12.
- (c) The portion of the employee's vacation which is deemed to be sick leave or bereavement leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 15 -- HOURS OF WORK

- 15.01 The provisions of this Article 15 are not to be interpreted as a guarantee of, or limitation upon, the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules, but shall serve to assist the parties in the computation of regular pay and overtime pay.
- 15.02 The normal hours of work for full-time employees outside the CAST programme shall be thirty-five (35) hours per week averaged over a four (4) week period; and the normal hours of work for full-time employees in the CAST programme shall be thirty-five (35) hours per week averaged over a six (6) week period.

A full time employee outside the CAST programme is one who is regularly scheduled to work an average of thirty-five (35) hours or more over a four (4) week period; and a full-time employee in the CAST programme is one who is

regularly scheduled to work an average of thirty-five (35) hours or more over a six (6) week period.

A part-time employee outside the CAST programme is one who is regularly scheduled to work less than an average of thirty-five (35) hours over a four (4) week period; and a part-time employee in the CAST programme is one who is regularly scheduled to work less than an average of thirty-five (35) hours over a six (6) week period

- 15.03 Where an employee is scheduled to work more than five (5) consecutive hours, the employee will receive a one hour unpaid meal period.

Where the employee is scheduled to work a shift of eight (8) hours or more, the employee will receive a fifteen (15) minute paid break during each half of the normal day shift.

- 15.04 In the event a meal period is interrupted requiring an employee to attend to a work-related issue, the balance of the unused meal period will be taken within two (2) hours of the interruption. If the employee is unable to reschedule such time, she will be credited with time in lieu of the missed time at a ratio of 1:1, provided she advises her supervisor by the end of the next business day.

- 15.05 An employee's master schedule shall not be altered without the employee receiving eight (8) weeks' notice of the change.

- 15.06 Requests for changes in an employee's posted work schedule must be submitted in writing by the employee willing to exchange days off or shifts and must be approved by the program manager or her designate.

- 15.07 (a) Where an employee is scheduled to work a shift of twelve (12) hours or more, the provisions of this Article 15.07 will apply instead of Article 15.02.

(b) Employees working twelve (12) hour extended shifts will normally be paid 11.25 hours' pay. Employees working such 12-hour shifts shall be entitled to a one (1) hour meal break and a fifteen (15) minute rest period in each half of the normal daily shift, at a time to be determined by the employee. Article 15.03 will not apply in these circumstances.

(c) Payment for bereavement leave shall be based on 11.25 hours for employees regularly scheduled to work twelve (12) hour shifts.

(d) Shift exchanges shall be in accordance with article 15.06.

- 15.08 (a) Employees shall receive at least twelve (12) hours off between shifts.

(b) Full-time employees will not be scheduled to rotate more than three different shifts with different start and stop times during a week. When full-time employees are scheduled over three shifts, such shifts will be

scheduled in a progressively staggered shift pattern whereby the start time(s) for subsequent times will start later in the day.

- (c) At least forty-eight (48) hours off are to be scheduled following scheduled night shifts before being scheduled for a day or evening shift unless mutually agreed otherwise.

- 15.09 Extra shifts that become available shall be offered by seniority on a rotational basis to those part-time employees who are oriented into the program where the shift becomes available.

ARTICLE 16 -- PREMIUM AND OTHER PAYMENT

- 16.01 Overtime at a rate of time and one-half (1½x) will be paid for all work performed in excess of forty-four (44) hours work per week, exclusive of premiums.

- 16.02 If an employee reports for work at the regularly scheduled time and no work is available, such employee will be paid a minimum of four (4) hours' pay at her regular straight-time hourly rate.

- 16.03 Employees shall be paid a shift premium of one dollar and thirty cents (\$1.30) per hour for each hour worked between 1500 hours and 0700 hours.

Effective the first anniversary of ratification, an employee shall be paid a shift premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 1500 hours and 0700 hours.

Effective the second anniversary of ratification, an employee shall be paid a shift premium of one dollar and forty cents (\$1.40) per hour for each hour worked between 1500 hours and 0700 hours.

- 16.04 An employee shall be paid a weekend premium of one dollar and forty cents (\$1.40) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

Effective the first anniversary of ratification, an employee shall be paid a weekend premium of one dollar and forty-five cents (\$1.45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

Effective the second anniversary of ratification, an employee shall be paid a weekend premium of one dollar and fifty cents (\$1.50) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

- 16.05 (a) Where an employee has worked beyond her scheduled hours, she shall receive time off in lieu at a ratio of 1:1.
- (b) Employees may not accumulate more than twenty-four (24) hours of lieu time and all lieu time must be used within four (4) months of accumulating such time.

- (c) Employees are encouraged to use lieu time to flex their hours in consultation with their program manager or designate.
- 16.06 (a) Employees who need to use their vehicles to attend approved meetings/appointments or other approved Employer business away from their regular place of work will be reimbursed a mileage allowance of forty-three cents (.43¢) per kilometre.
- (b) The use of non-personal vehicles (i.e. taxi, Go-Train, etc.) required to conduct the business of the Employer will be reimbursed upon presentation of receipts, provided that the employee has used the most economic means of travel that is reasonably available.
- 16.07 The Employer will reimburse employees for the cost of parking when they are working away from their main place of employment.
- 16.08 The Employer will reimburse employees for reasonable food costs up to fifteen dollars (\$15.00) per meal while attending meetings outside of the counties of Haldimand and Norfolk upon the presentation of receipts for such food expenditures.
- 16.09 When an employee is acting in the position of Program Manager or a higher position, the employee will be placed on Step 1 of the salary grid of the position they are acting in. If the Step 1 rate is lower than the employee's rate of pay, the employee will be moved up the grid until the acting rate of pay is at least two dollars (\$2.00) higher than the employee's regular rate.

ARTICLE 17 -- MISCELLANEOUS

- 17.01 A copy of this Agreement in a mutually-agreed form will be issued to each employee. The cost of printing this Agreement will be shared equally between the Union and the Employer.
- 17.02 Each employee shall keep the Employer informed of changes to relevant employment information, including the employee's address and telephone number.
- 17.03 The Employer shall upon entry into the Service Agreement or the Service Accountability Agreement with the Ministry of Health and Long Term Care or the Local Health Integration Network (LHIN) in respect of clients cared for by members of this bargaining unit and provide copies of such agreements to the Union.
- 17.04 Prior to effecting any change in rules or policies which affect employees covered by this Agreement, the Employer will endeavour to discuss the changes with the employees and the Union and will provide copies to the Union, upon request.

- 17.05 Criminal reference checks for employees, that may be required by the Employer pursuant to provincial legislation, will be paid by the Employer. It is understood that this provision does not apply to pre-employment criminal reference checks, and that any employee subsequently hired will not be eligible for reimbursement for any related costs.
- 17.06 The Employer will provide to each employee, upon request, upon termination of employment, a letter detailing his/her employment dates, length of service and experience.
- 17.07 The Employer shall provide the Union adequate bulletin board space in such place so as to inform all employees in the bargaining unit of the activities of the Union.
- 17.08 Pay periods shall be as prescribed by the Employer. However, should the Employer change its practice, it will notify the employees at least six (6) weeks in advance of the change.
- 17.09 Upon termination, an employee will be paid her final pay and her vacation pay on the next regular pay day.

ARTICLE 18 -- COMPENSATION

- 18.01 (a) The job classifications and wage rates set out in Appendix "A" will be deemed to have been in effect as of April 1, 2008. Employees that were employed as of the date of ratification will receive any resulting retroactive wage entitlements on or before May 21, 2009.
- (b) Effective the first full pay period after ratification the wage rates set out in Appendix "A" will be increased by three percent (3%).
- (c) Effective the first full pay period following the first anniversary of ratification, the wage rates set out in Appendix "A" will be increased by a further three percent (3%).
- 18.02 The Employer will place new employees on the wage grid at a level the Employer considers commensurate with the new employee's related experience.
- 18.03 An annual increment shall be paid at each full-time employee's anniversary date of employment and after each one thousand six hundred (1600) hours paid in the case of part-time employees.
- 18.04 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification, which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rates of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect

to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at step No. 1 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to arbitration, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other nursing classifications within the bargaining unit and duties and responsibilities involved.

Any changes in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

ARTICLE 19 -- BENEFITS

- 19.01 Notwithstanding anything to the contrary contained in this Agreement, the benefits and plans of insurance hereinafter referred to are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The terms of any contract, statute or regulation in respect thereof by an insurance agency or governmental agency shall be controlling in all matters pertaining to qualifications of employees for benefits there under and in all matters pertaining to the existence of and extent of benefits and conditions. The Employer's only obligation hereunder is to pay the portion of premiums contracted for but the Employer shall not be considered to be an insurer with respect to any benefit or plan referred to herein.
- 19.02 (a) The Employer agrees to continue in effect an Extended Health and Dental Plan similar to the plan in effect at the time this collective agreement was entered into. The Employer will continue to contribute seventy percent (70%) towards the premium cost of such coverage on behalf of participating employees, and each participating employee will contribute thirty percent (30%) towards the premium cost. The employee's share of the premiums shall be deducted from the employee's pay.
- (b) The Employer also agrees to continue in effect a Life, AD&D, and Long Term Disability Plan similar to the Desjardin plan that was in effect at the time this collective agreement was entered into. The Employer will pay 100% of the premiums for such coverage.
- (c) Only full-time seniority employees who are actively at work will be entitled to access the benefits described in this Article 19. Part-time employees and/or employees that are not actively at work will not be entitled to these benefits. Except where otherwise provided by law, an employee will be deemed to be not actively at work and therefore not entitled to benefits where:
- (i) The employee is laid off; or

- (ii) The employee has been away from work for more than thirty (30) calendar days.

ARTICLE 20 – PENSION PLAN

20.01 The Employer will participate in the Hospitals of Ontario Pension Plan. Enrolment, participation, and contributions by employees and the Employer will be in accordance with the terms of the plan.

ARTICLE 21 -- DURATION

21.01 This Agreement shall become effective April 21, 2009 and shall remain in full force and effect and shall not be reopenable save and except as otherwise herein expressly provided, until midnight, April 21, 2011 and shall continue automatically thereafter during annual periods of one (1) year each, unless either party notifies the other party in writing as provided for in Article 21.02 hereof of its desire to negotiate amendments to this agreement.

21.02 Notice that amendments shall be required shall only be given during the period of not more than one hundred twenty (120) days and not less than thirty (30) days prior to April 21, 2011, or during similar annual periods thereafter. If notice of desire to amend this agreement is given by either party in accordance with the foregoing, the other party agrees to meet for the purposes of negotiations.

DATED AT Townsend, ONTARIO, THIS 2nd DAY OF February, 2010.

**For: COMMUNITY ADDICTION AND
MENTAL HEALTH SERVICES OF
HALDIMAND AND NORFOLK**

Lisa Bishop
Carolyn A. Bowman

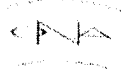

For: ONTARIO NURSES ASSOCIATION

[Signature]
L. Ann Reed
K. VanBradt
Dawn M Buzze BUP

APPENDIX "A"

Classification Clinician	April 1, 2009	April 21, 2009	April 21, 2010
Start	28.22	29.07	29.94
AFTER ONE YEAR	29.21	30.09	30.99
AFTER TWO YEARS	30.19	31.10	32.03
AFTER THREE YEARS	31.16	32.09	33.06
AFTER FOUR YEARS	32.16	33.12	34.12
AFTER FIVE YEARS	33.16	34.15	35.18

APPENDIX "B"

	<p>ONTARIO NURSES' ASSOCIATION ASSOCIATION DES INFIRMIERES ET INFIRMIERS DE L'ONTARIO GRIEVANCE REPORT / RAPPORT DE GRIEF</p>	
<p>SECTION / SECTION SECTION</p> <p>BRANCH / BRANCHE BRANCHE</p> <p>DEPARTMENT / DEPART DEPART</p>	<p>FILE NO. / NO. DE DOSSIER NO. DE DOSSIER</p>	<p>STEP / ETAPE ETAPE</p> <p>1.</p> <p>2.</p> <p>3.</p>

NUMBER OF GRIEVANCES AND DATE OF OCCURRENCE / NOMBRE DE GRIEFS ET DATE DE L'EVENEMENT

APPEAL REQUESTED / RECOURS DEMANDE

<p>SECTION / SECTION SECTION</p> <p>BRANCH / BRANCHE BRANCHE</p> <p>DEPARTMENT / DEPART DEPART</p>	<p>FILE NO. / NO. DE DOSSIER NO. DE DOSSIER</p>	<p>STEP / ETAPE ETAPE</p> <p>1.</p> <p>2.</p> <p>3.</p>
<p>SECTION / SECTION SECTION</p> <p>BRANCH / BRANCHE BRANCHE</p> <p>DEPARTMENT / DEPART DEPART</p>	<p>FILE NO. / NO. DE DOSSIER NO. DE DOSSIER</p>	<p>STEP / ETAPE ETAPE</p> <p>1.</p> <p>2.</p> <p>3.</p>
<p>SECTION / SECTION SECTION</p> <p>BRANCH / BRANCHE BRANCHE</p> <p>DEPARTMENT / DEPART DEPART</p>	<p>FILE NO. / NO. DE DOSSIER NO. DE DOSSIER</p>	<p>STEP / ETAPE ETAPE</p> <p>1.</p> <p>2.</p> <p>3.</p>
<p>SECTION / SECTION SECTION</p> <p>BRANCH / BRANCHE BRANCHE</p> <p>DEPARTMENT / DEPART DEPART</p>	<p>FILE NO. / NO. DE DOSSIER NO. DE DOSSIER</p>	<p>STEP / ETAPE ETAPE</p> <p>1.</p> <p>2.</p> <p>3.</p>



LETTER OF UNDERSTANDING

Re: Standby and Alternative Service Delivery

The parties agree to meet within ninety (90) days of the ratification of the collective agreement to discuss the possible implementation of a standby service or alternate service delivery model for the CAST program. These discussions will address compensation, technology, and any related issues that either party may wish to discuss.

LETTER OF UNDERSTANDING

Re: Part-time Employees with Benefits

Notwithstanding article 19.02 (c) of the collective agreement, part-time employees that were receiving benefits described in Article 19 before April 1, 2009 will continue to receive such benefits.

LETTER OF UNDERSTANDING

Between:

**Ontario Nurses' Association
(the "Union")**

And

**Community Addiction and Mental Health Services of Haldimand And Norfolk
(the "Employer")**

Re: Stand-by – C.A.S.T. – (Pilot Project – 6 month trial)

The parties have met to discuss the implementation of a Stand-by system to be incorporated into the C.A.S.T. program. The parties have agreed on the following terms and conditions for a trial period of 6 months. The parties agree to evaluate the system on an ongoing basis and meet approximately three months after the start of the trial to formally discuss any issues related to the pilot project.

The parties agree that the following specific conditions will apply:

1. Stand-by assignments/duties will be scheduled to begin at 2300 hours and will end at 0700 hours the next day. If the employer wishes to provide stand-by assignments/duties for hours outside of 2300-0700, the Employer must first exhaust all other methods of coverage provided for under the collective agreement before offering stand-by assignments/duties;
2. A C.A.S.T. Clinician who has agreed to remain available for duty on stand-by outside his/her regularly scheduled hours shall receive stand-by pay in the amount of \$3.90 per hour for the period of standby. Where such stand-by duty falls on a paid holiday, as set out in the collective agreement, the C.A.S.T. Clinician shall receive \$5.85 per hour;
3. Standby pay, as outlined above, shall cease when a C.A.S.T. Clinician receives a call while on stand-by. It is agreed that in such circumstance(s) the C.A.S.T. Clinician shall be paid at her/his regular rate of pay with a minimum guarantee of 4 hours pay. If the work extends beyond the 4 hour period, the C.A.S.T. Clinician's regular rate shall continue to be paid until such work is completed. Where such duty falls on a paid holiday, as set out in the collective agreement, the C.A.S.T. Clinician shall receive 1.5x her regular rate of pay for all hours. If at the end of the 4 hour period, the C.A.S.T. Clinician is required to remain on stand-by, compensation in accordance with paragraph 2 shall apply from that time onward;

- 4. In circumstances where stand-by duty extends beyond 0700, compensation as outlined in paragraph 3 shall be at 1.5x her/his regular rate of pay for all hours after 0700. Where such duty falls on a paid holiday, as set out in the collective agreement, the C.A.S.T. Clinician shall receive 2x her regular rate of pay for all hours beyond 0700.
- 5. Stand-by duty shall be distributed by seniority on a rotational basis as per the collective agreement. It is understood that accepting stand-by duty is strictly voluntary;

**For: COMMUNITY ADDICTION AND
MENTAL HEALTH SERVICES OF
HALDIMAND AND NORFOLK**

Lisa Bishop
Carolyn A. Bowman

For: ONTARIO NURSES ASSOCIATION

[Signature]
L. Ann Reed
K. Van Praet
Dawn M. Burge BUP