

LOCAL ISSUES

Between:

CENTRE FOR ADDICTION AND MENTAL HEALTH
(Hereinafter called the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the "Union")

Expiry Date: March 31, 2011

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APPENDIX 3
SALARIES

Classification - Registered Nurse

	Apr. 1/07	Apr. 1/08	Apr. 1/09	Apr. 1/10
Start	26.80	27.67	28.50	29.36
1 Year	27.20	28.08	28.92	29.79
2 Years	27.65	28.55	29.41	30.29
3 Years	29.01	29.95	30.85	31.78
4 Years	30.38	31.37	32.31	33.28
5 Years	32.10	33.14	34.13	35.15
6 Years	33.81	34.91	35.96	37.04
7 Years	35.55	36.71	37.81	38.94
8 Years	38.07	39.31	40.49	41.70
25 Years	38.74	40.00	41.20	42.44

The pay grid for Graduate Nurses refers to nurses holding a Temporary Certificate of Registration. The pay grid shall be at 98% if the rate of pay for the Registered Nurse and the pay differential shall be maintained across all levels of the grid.

	Apr. 1/07	Apr. 1/08	Apr. 1/09	Apr. 1/10
Start	23.32	24.08	24.80	25.54
1 Year	24.26	25.05	25.80	26.57
2 Years	25.54	26.37	27.16	27.97

NURSE EDUCATOR

	Apr. 1/07	Apr. 1/08	Apr. 1/09	Apr. 1/10
Start	29.03	29.97	30.87	31.80
1 Year	29.46	30.42	31.33	32.27
2 Years	29.94	30.91	31.84	32.80
3 Years	31.41	32.43	33.40	34.40
4 Years	32.91	33.98	35.00	36.05
5 Years	34.77	35.90	36.98	38.09
6 Years	36.62	37.81	38.94	40.11
7 Years	38.50	39.75	40.94	42.17
8 Years	41.22	42.56	43.84	45.16
25 Years	41.96	43.32	44.62	45.96

All terms and conditions of the Collective Agreement shall apply to Graduate Nurses including retroactive payments back to their date of hire.

APPENDIX 4 - SUPERIOR CONDITIONS

Educational Bonuses (Full-time only)

In addition to the salaries prescribed in Appendix "A" of this Agreement, the Employer will pay the monthly bonuses set forth hereunder to all full-time nurses subject to the following conditions:

- (a) proof of the certificate or diploma held must be submitted by the nurse to the Employer;
- (b) in accordance with the above, a nurse possessing more than one certificate or degree shall be entitled only to the highest bonus provided in the schedule;
- (c) payment of the bonus shall commence at the start of the first full pay period following filing with the Employer the required proof of standing, except that a newly hired nurse who is qualified for an education bonus on her/his date of hiring shall be paid from that date;
- (d) the bonus shall be added to the nurse's basic monthly salary.

Monthly Educational Bonuses

CHA Nursing Unit Administration Course or six (6) months' Post Graduate Course	- \$15.00 per month
One (1) year University Course in Nursing	- 40.00 per month
Baccalaureate in Nursing or Related Field	- 80.00 per month
Master's Degree in Nursing or Related Field	- 120.00 per month

Health Program

It is understood and agreed that the Employer will continue its present practice of providing immunization for the employees at the Employer's expense and in accordance with the Institute's programs in this respect.

NOTE: Nurses who presently enjoy better vacation benefits shall continue to receive such better benefits while employed by the Employer. (page 36 Article 16.04 effective October 23, 1981)

Vacations with Pay (Full-time) (Clarke Site)

Each regular full-time registered or graduate nurse accumulates vacation credits at the rate of one and one-half (1-1/2) days per month for the first two (2) years of service; at the rate of one and two-thirds (1-2/3) days per month for the third to twenty-first year of service and at the rate of two and one-twelfth (2-1/12) days per month thereafter. For the purposes of this clause, years of service' shall be deemed to include part-time service and any previous full-time service in the case of nurses who have transferred from the part-time unit to the full-time unit and who have retained their seniority in accordance with Article 15.04 hereof.

Vacation Pay (Part-time) (Clarke Site)

Each casual and/or regular part-time nurse who has been in the employ of the Institute for a period in excess of six (6) consecutive months prior to June 30th in any year will receive six percent (6%) of his total wages for the preceding twelve (12) months or part thereof as vacation pay.

Vacation Credits (Donwood Site)

Vacation credits for full-time employees with the approval of the Department Head and Directors may be accumulated to maximum total of one and one-half (1-1/2) times the annual entitlement. In no case will employees be permitted to carry forward beyond March 31st more than one and one-half times the number of days vacation in their annual entitlement.

APPENDIX 5**ARTICLE A - RECOGNITION**

- A.1 The Employer recognizes the Union as the sole bargaining agent for all Registered and Graduate Nurses employed in a nursing capacity by the Centre for Addiction and Mental Health in the City of Toronto, save and except Team Coordinators, Head Nurses, Nursing Supervisors, Nursing Managers, persons above those ranks, Staff Health Nurses and Student Nurses.
- A.2 "Nurses" means all of the employees of the Employer who are in the above described bargaining unit.

ARTICLE B - MANAGEMENT'S RIGHTS

- B.1 The Union recognizes that the Management of the Centre and the direction of the working force are fixed exclusively in the Employer, and shall remain solely with the Employer, except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline nurses, provided that a claim of discharge or discipline including suspension without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and highest standard of service, job classification, the hours of work, work assignments, methods of doing the work and the working establishment for any service;
 - (d) determine the number of personnel required, the services to be performed, and the methods, procedures and equipment in connection therewith;
 - (e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the nurses, provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. The Employer will first advise the Union of any changes in rules and regulations.
- B.2 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

The parties agree to be bound by the terms of the Devlin Award, (hearing July 23, 1996) regarding scheduling.

ARTICLE C - COMMITTEES AND REPRESENTATIVES

C.1 Union Representatives

The Employer will recognize Union Representatives as provided by the Union.

C.2 Negotiating Committee

There shall be a Negotiating Committee of up to seven (7) members of the bargaining unit.

The Employer will schedule nurses on the Negotiating Committee to work days when negotiating.

C.3 Grievance Committee

There shall be a Grievance Committee of up to five (5) members of the bargaining unit. The Employer agrees to recognize a chairperson of the Grievance Committee as well as at least one (1) representative for each site.

C.4 Hospital-Association Committee

This Committee shall be composed of up to seven (7) representatives of the Union and up to seven (7) representatives from the Employer, any other person may be invited to attend on agreement by the parties. Where either party wishes the other to have some person attend, at least one (1) weeks notice of this must be given.

The Bargaining Unit President, or designate, will identify to the Employer which committee members require payment under article 6.03(e) at each H.A.C. meeting.

C.5 Recruitment and Retention Committee

There shall be a recruitment and retention committee composed of a minimum of three (3) and no more than five (5) members in addition to the ONA Bargaining Unit President and an equivalent number of representatives from the Employer. Any other person may be invited to attend on agreement by the parties.

The Committee shall meet at least once every two months to review current practices at the Centre and develop innovative ideas related to recruitment and retention of Registered Nurses.

C.6 The Union may have up to one hour in orientation with new hires during the regular orientation period. The Employer will provide the orientation schedule to the Union on a monthly basis.

ARTICLE D - SCHEDULING - HOURS OF WORK

D.1 The following regulations shall govern the scheduling of hours of nurses in the bargaining unit.

D.2 Except where mutually agreed otherwise between the Employer and a nurse, schedules shall be arranged so that a nurse:

- (a) has four (4) days off scheduled in each two (2) week period at least two (2) of these will be consecutive; two (2) days off may be split only by mutual agreement on each occasion; (Full-time only)
- (b) is not scheduled to work more than seven (7) consecutive tours;
- (c) has thirteen (13) weekends off in every twenty-six (26) week period; the scheduling of weekends off will be patterned on the basis of two weekends off in four; the first of such twenty-six (26) week period will commence with the first Monday of January of any one year.

Should a nurse be required to work more than two weekends in four; on the third consecutive and subsequent weekend, she shall be paid premium pay in accordance with Article 14 of the Collective Agreement for that weekend and for every consecutive weekend worked until a weekend is scheduled off, save and except:

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

- (d) does not work a split shift;
- (e) has a minimum of sixteen (16) hours off between shifts;
- (f) has a minimum of forty-eight (48) hours off when changing from night shift to day or evening shift;
- (g) works at least fifty (50%) percent of her schedule on the day shift during each posted schedule, unless assigned to a specific shift on a permanent basis.
- (h) will not be scheduled to work more than four (4) consecutive weeks on any one shift,
- (i) The Employer will not unreasonably deny nurses' requests to work the two (2) tours of their preference. (Full-time only)
- (j) has, so far as is reasonably practical and possible, at least five (5) Paid Holidays scheduled as days off on the day on which the holiday is celebrated; (Full-time only)

The Employer agrees to post a request list by the 1st week in January, allowing the nurses to indicate the Paid Holidays they wish to work and to have off.

(k) shall not be required to change tours of duty more than once during the work week, unless otherwise mutually agreed between the immediate supervisor and the employee involved.

D.3 Except as provided for in Section D.2 if a nurse, without her consent or prior request, is required to work in violation of the above scheduling regulations, she shall be paid at premium pay for each shift worked in violation of them.

D.4 Where a nurse is aware of a violation of the scheduling regulations when schedule is posted prior to shift or shifts being worked in violation, she shall notify her Manager in writing of the violation in order to allow her to correct the schedule. The manager will respond in writing of the intentions to address the violation. Failure to do so will invoke Article D.3.

D.5 A nurse who is hired for a seven and one-half (7 ½) tour, or who normally works a seven and one-half (7 ½) tour, may request straight evening or night shifts. A nurse who normally works extended tours may request straight night shifts. Nurses whose request for straight evening or night shift has been granted will not be rotated without prior discussion between the nurse and the immediate supervisor. Notwithstanding the above, nurses working straight evenings or night shifts will be required to work day shifts for the purposes of staff development requirements and performance review annually. Providing there are no concerns in these areas, the number of required day shifts in the calendar year will not exceed (30) or 225 hours for those employees on Extended Tours. Should an extension of this number be required the local union president will be notified. Six (6) weeks advance notice of this change of schedule will be provided to the employee.

D.6 Scheduled shifts covering a six (6) week period will be posted at least three (3) weeks in advance.

Nurses requesting specific days off should submit such requests to the Manager two (2) weeks in advance of the posting of the schedule. Nurses requesting specific days off after the schedule is posted shall submit the request, signed and dated, in writing to the Manager who shall ensure that Article D 15 is complied with.

Nurses' hours will average 75 hours per pay period over the posted six (6) week schedule. During the six (6) week posting period nurses will receive payment for actual hours worked. Overtime shall be paid for all hours in excess of the scheduled hours.

D.7 Nurses requests for change in posted schedules must be submitted in writing using the employer shift exchange form co-signed by the nurse willing to exchange days off or tours and must be approved by the Manager or Designate of the unit.

D.8 The scheduling regulations as set out in D.2 (a) and (b) may be waived for the period of December 15th to January 5th. During this period, the Employer will endeavour to schedule an employee off work for five (5) consecutive days at Christmas or New Years, unless otherwise requested by the nurse. It is understood that each nurse will be guaranteed every other Christmas off. If a Christmas scheduling conflict arises, the granting and/or denial of the competing

requests will be decided on the basis of whether the nurse worked or was off the previous Christmas. Then seniority would be the deciding factor. Time off at Christmas shall include all shifts on Christmas Eve, Christmas Day and Boxing Day (including the night shift December 27th). All shifts on New Years shall include New Year's Eve and New Years Day, (including the night shift January 2nd.) The above shall not apply to nurses working in positions which are not normally scheduled to work Christmas or New Years. It is understood that vacation requests normally cannot span time off on both Christmas and New Years. However, vacation requests spanning both the Christmas and New Year's period shall be granted only if it falls within the operational needs of the unit as determined by the Manager. Such vacation requests will be equitably distributed among the nurses when such vacation requests may be granted.

This provision will not apply to areas where employees normally work Monday to Friday and are not normally scheduled to work on holidays.

Employees shall request their time off for Christmas or New Year's by October 15 and time off for Christmas or New Year's shall be posted by November 15.

- D.9 There shall be one meal period and two rest periods scheduled in each tour of duty. It is agreed that the unpaid meal period(s) and paid rest periods may be combined into one (1) break subject to operational requirements, including client acuity, and subject to the agreement of the nurses on the shift. Management retains the right of final approval.

Nurses leaving the premises during unpaid meal break periods will notify the supervisor for the scheduling of such break time.

- D.10 If a nurse wishes to take overtime compensation in time off, accumulated hours can be held until twenty-two and a half (22.5) hours are accumulated and then such time shall be taken within sixty (60) days at a mutually agreeable time. Accumulated hours in excess of twenty-two and a half (22.5) be paid out.

The nurse may accumulate not more than 37.5 hours if the manager had denied the request compensating time off.

- D.11 Except in an emergency, a nurse who is unable to report for work on the evening or night shift shall notify the Charge Nurse on duty of this at least four (4) hours prior to the commencement of the shift, and at least one and one-half (1-1/2) hours prior to the commencement of the day shift.

- D.12 It is agreed that all sections governing scheduling may be waived in specific cases on the mutual agreement of the parties to allow the introduction of new patterns of work hours and schedules on an experimental basis for such periods as may be agreed.

- D.13 For an extended tour a weekend shall be defined as sixty four consecutive hour period including Saturday and Sunday. For 7.5 hour tour a weekend shall be defined as a fifty-six (56) consecutive hour period from the last scheduled shift on Friday to the start of the first scheduled shift on Monday.

D.14 Nights shall be the first shift of the day. When there is a change over to day light savings time or vice versa, employees will be paid the actual number of hours worked.

D.15 Commitment and Scheduling

- a) Regular part time nurses' make a commitment to be available for a predetermined number of tours on a unit/service and this shall be put in writing annually in June.

Regular part-time commitment will not be increased if it decreases the commitment of the other regular part-time nurses. The Employer will provide a copy of all regular part-time commitments to the Bargaining Unit President by August of each year.

Nurses will be assigned tours according to their commitment, availability, and seniority. Notwithstanding the above part time nurses will be available to work two tours of their preference unless otherwise mutually agreed between the manager and the nurse. Regular part time rotations will be subject to the scheduling provisions of Article D.

- b) Regular part-time nurses will be scheduled up to their commitment. Regular part-time nurses will be offered additional tours up to full-time hours based on availability and seniority before casual part-time nurses are scheduled.
- c) Regular part-time and Casual part-time nurses will be scheduled up to full-time hours based on availability and seniority before agency nurses are utilized.
- d) When the regular part-time nurses on the unit have been given the opportunity to work up to their commitment, the Employer will offer additional tour(s) to other regular part-time nurses on the basis of seniority, prior to offering tours to casual part-time nurses.

Provided the nurse is qualified, the nurse may indicate her availability to work extra tours on up to two (2) additional units. This may be exceeded by mutual agreement of the Manager and nurse.

- e) No nurse may cancel a scheduled or accepted tour except for illness or emergency. Any nurse cancelling three (3) tours over a twelve (12) month period without satisfactory explanation may be terminated (Part-time and Casual only).

D.16 a) Nurses must submit their availability for overtime in writing, indicating the specific date(s) and shift(s). Subject to operational requirements, overtime shifts will be offered by seniority to full-time nurses then to regular part-time nurses then to casual part-time nurses.

- b) Overtime shifts will be offered on a rotational basis based on home unit seniority and on a per pay period basis.

- c) In circumstances of emergent staff shortage that potentially compromise client and staff safety, management has the right to offer overtime to the most senior nurse who is currently on the unit until replacement staff arrive.

D.17

Job Sharing

1. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
2. Job sharers shall be scheduled on a full-time line. Total hours scheduled for the job sharers shall equal one (1) full-time position. The division of these hours or the schedule shall be determined by mutual agreement between the two (2) nurses and the Manager of the unit. Job sharers shall not be required to work any tours outside of the tours of the full-time position.
3. The above schedule shall conform to the scheduling provisions of the Collective Agreement.
4. 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.
5. Job sharers are not required to cover their partner during sick leave or other absences. Job sharers may, by mutual agreement cover the position at their vacation time, such agreements shall be in writing.
6. Where a job sharer is going to be absent, other part-time nurses shall be offered the additional tours.
7. All other provisions covering job sharing are contained in the Central Collective Agreement.
8. 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.
9. An incumbent full-time nurse wishing to share her position may do so without having her/his 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. In the event that two (2) full-time nurses wish to job share one (1) position there shall be no requirement to post the second half of the position provided the qualifications, skills, and experience of both individuals meet the requirements of the position. The resultant full-time vacancy will be posted as provided for in the Collective Agreement.

10. If one of the job sharers leaves the arrangement, her/his position will be posted. If there is no successful applicant to the position, the shared position must revert to a full-time position within six (6) months of the completion of the posting period. If the remaining nurse had previously held the position as a full-time nurse, she/he may elect to return to that position as a full-time nurse, otherwise the full-time position will be posted. The affected nurse will exercise her/his seniority rights within the part-time bargaining unit.
11. Either the Union or the Employer 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. Such discontinuation shall not be unreasonable or arbitrary.

D.18

Extended Tour

1. Eighty per cent (80%) of the nursing staff must indicate by secret ballot their willingness to participate prior to the commencement of the test period. In order to facilitate the voting process, the manager of the unit planning to implement an extended tour schedule will notify the Union that such a vote needs to occur. The Manager of the unit must approve the proposed extended tour schedule.
2. The test period shall be for six months after which full time and part time nurses will again indicate by a sixty per cent (60%) vote by secret ballot their desire to continue or discontinue extended tours.
3. Scheduling

The following scheduling provisions shall apply to all nurses working extended tours as follows:

- (a) No more than three (3) consecutive extended tours shall be scheduled;
- (b) At least one twelve hour tour off will be scheduled between shifts;
- (c) A weekend is defined as a minimum of five consecutive extended tours off, which shall commence no later than 1930 hours Friday;
- (d) The Employer will not schedule split tours;
- (e) A nurse may not be required to change tours of duty more than once during a week;
- (f) The Employer will provide at least every second weekend off. If a nurse is required to work on a second consecutive and subsequent weekend, she shall receive premium payment as defined in the Central Agreement for all hours worked on that weekend and any subsequent weekend, until a weekend is scheduled off, 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 only, or
 3. such weekend is worked as the result of an exchange of shifts with another nurse.
- (g) Scheduled shifts covering a six (6) week period will be posted at least three (3) weeks in advance. Nurses requesting specific days off should submit such requests to the Manager two (2) weeks in advance of the posting of the schedule;
- (h) Nurses' requests for change in posted schedules must be submitted, in writing using the employer shift exchange form co-signed by the nurse willing to exchange days off or tours and must be approved by the Managers or Designate of the unit.
- (i) A minimum of four (4) consecutive tours off shall be scheduled following night shift;
- (j) The scheduling regulations as set out in D.2 (a) and (b) may be waived for the period of December 15th to January 5th. During this period, the Employer will endeavour to schedule an employee off of work for five (5) consecutive days at Christmas or New Years, unless otherwise requested by the nurse. It is understood that each nurse will be guaranteed every other Christmas off. If a Christmas scheduling conflict arises, the granting and/or denial of the competing requests will be decided on the basis of whether the nurse worked or was off the previous Christmas. Then seniority would be the deciding factor. Time off at Christmas shall include all shifts on Christmas Eve, Christmas Day and Boxing Day (including the night shift December 27th). All shifts on New Years shall include New Year's Eve and New Years Day, (including the night shift January 2nd.) The above shall not apply to nurses working in positions which are not normally scheduled to work Christmas or New Years. It is understood that vacation requests normally cannot span time off on both Christmas and New Years. However, vacation requests spanning both the Christmas and New Year's period shall be granted only if it falls within the operational needs of the unit as determined by the Manager. Such vacation requests will be equitably distributed among the nurses when such vacation requests may be granted.
- Employees shall request their time off for Christmas or New Years by October 15th. Time off for Christmas or New Years shall be posted by November 15th.
- (k) The night shift shall be the first shift of the day;

- (l) Except where mutually agreed otherwise between the Employer and a nurse, schedules shall be arranged so that a nurse has, so far as is reasonably practical and possible, at least five paid holidays scheduled as days off on the day on which the holiday is celebrated;
- (m) The extended tour trial period may be discontinued where, by secret ballot, conducted by the Union, sixty per cent (60%) of the nurses in the unit indicate their desire to discontinue the 12 hour extended tour trial period

The Employer shall make space available to the Union in order to permit them to conduct a vote to ensure that one hundred percent (100%) of the unit staff have indicated their preference for normal tours or extended tours. Approval for implementation for a combination of extended tours and normal tours shall not be unreasonably denied.

The extended tour may be discontinued where, by secret ballot, conducted by the Union, sixty percent (60%) of the nurses in the unit indicate their desire to discontinue the twelve hour extended tour.

The extended tour may be discontinued by management in the interest of efficient operation and highest standard of care as referenced in Management Rights, local agreement B.1 (c).

When either the Employer or the Union is discontinuing extended tours either party shall provide at least twelve (12) weeks' notice, in writing, of such discontinuation.

All other aspects of the Collective Agreement shall apply to nurses working extended tours.

4. Extended Tours

All existing units with a combination of regular and extended tours shall have such tours remain, unless and until a vote occurs as per the terms of the collective agreement.

D.19 Self Scheduling

1. A self-scheduling trial will be introduced on a unit where eighty percent (80%) of the nursing staff, inclusive of full-time and part-time nurses, indicate by secret ballot their willingness to participate prior to the commencement of the trial, and where the Employer agrees to implement a trial of self-scheduling.
2. The parties agree that they will discuss guidelines regarding self-scheduling prior to implementation of self-scheduling.

3. The trial period shall be for six (6) months, after which the nurses will again indicate by secret ballot their desire to continue the self scheduling arrangement. The self-scheduling arrangement will continue provided that the requirements of 1. above continue to be met.
4. In the event that self-scheduling is continued following the trial, the Employer and the Union shall meet prior to the end of the trial period, in order to discuss the terms of the continuation.
5. Self-scheduling, including scheduling regulations, shall comply with all the provisions of the Collective Agreements in all respects.
6. Nurses on self-scheduling units shall be responsible for scheduling their hours including paid holidays and lieu days.
7. The completed schedules shall be submitted to the Manager for review and approval, at least two (2) weeks in advance of the required posting time to ensure that appropriate coverage is maintained. The Manager's approval of the schedule shall not be unreasonably withheld.
8. Self-scheduling may be cancelled by either party upon a minimum of twelve (12) weeks' written notice to the other party.

D.20 Casual part-time nurses who were not available for work over the previous three (3) month period may be terminated.

D.21 Four Hour Tours - Part-time only

No unit, floor, clinic, department or program at the Centre for Addiction and Mental Health will introduce tours of less than seven and one half (7.5) hours into a schedule without prior notification and discussion with the Union. Where there is agreement that such four hours tours are required to meet the needs of the unit the parties will sign an individual letter of understanding outlining the provisions below.

The Centre will endeavour to keep the proportion of four (4) hour tours to a minimum.

Nurses working tours of a minimum four hours and less than seven and one half hours shall be granted a rest period.

No part-time nurse will be scheduled solely tours of four hours in any pay period and will be offered the opportunity to be scheduled additional tours in other areas within the Centre, except where such arrangements are requested by the nurse.

Nurses working tours of less than seven and one half hours will not be scheduled to work more than seven (7) shifts in a row. If a nurse is required to work on an eighth (8) consecutive shift and subsequent tour, then she/he will receive premium pay for each tour worked until a day off is scheduled, except where such arrangements are made at the nurses' request.

Where a nurse is scheduled to work a tour of less than seven and one half hours and the nurse is expected to work in excess of the scheduled short tour she shall be paid premium rates in accordance with Article 14 for all hours worked in excess of the scheduled tour.

Part-time nurses will be offered the opportunity to work 4 hours prior to scheduling Agency nurses.

D.22 Reassignment

When it is necessary to reassign staff from one (1) unit to another, the reassignment will first be offered on a voluntary basis, subject to maintaining operational requirements and provided the nurse is qualified to perform the work in question.

In the event that there are no volunteers, nurses will be reassigned in the following order:

1. Agency nurses
2. Casual part-time by order of reverse seniority
3. Regular part-time nurses by order of reverse seniority
4. Full-time nurses by order of reverse seniority

However the above order may be altered based on an evaluation of the qualifications required, skill mix required, clinical needs, client acuity and the staffing complement on the sending and receiving units.

It is understood that nurses will not be reassigned during their probationary period to units other than their assigned units.

ARTICLE E - VACATIONS

- E.1 Vacation entitlement shall be based on the full-time nurse's anniversary date of service.
- E.2 Vacation pay for part-time nurses shall be paid in accordance to Article 16 biweekly on pay day. This provision will be effective as soon as possible upon ratification of the Collective Agreement.
- E.3 Employees may accrue up to two times their annual vacation entitlement. Employees may carry forward vacation in excess of their maximum accrual with written approval of the respective Vice-President or Executive Vice-President. The calculation of vacation carry over will be determined as of December 31st of each calendar year and any excess vacation payment will be paid by February 1st.
- E.4 Vacation may be taken as single days off or as requested by the nurse.
- E.5 Vacation may be taken at any time during the year.

For the period of June 15th to September 15th vacation requests will be submitted to the Manager no later than March 15th of each year. The approved vacation list will be posted by the Manager no later than March 31st of each year.

Vacation requests for other times of the year will be submitted in accordance with scheduling requests as provided for in Article D, and shall be granted on a first come first served basis.

Seniority will be used in granting vacation as follows:

An employee may utilize more than two (2) consecutive weeks of accumulated vacation credits during June 15th to September 15th only if it does not limit access to another employee during this time. This will not preclude the employer from scheduling more than two (2) weeks where possible.

- E.6 Vacation quotas shall not be unduly restrictive. They shall only include members of the bargaining unit, and shall not include members on sick leave, or any type of leave of absence.
- E.7 The Employer will make every reasonable effort to schedule the weekend off prior to vacation and shall schedule the weekend off following vacation.
- E.8 The Employer will endeavour to grant a leave of absence without pay, to any nurse to extend her vacation subject to the following conditions:
- (a) The request must be made in writing two (2) months prior to the commencement of the vacation;
 - (b) The total period of vacation plus the leave of absence shall not exceed eight (8) weeks; and
 - (c) The Leave of Absence will not negatively impact other nurses' vacation.

ARTICLE F - PAID HOLIDAYS

- F.1 (a) The Employer agrees to recognize the following Paid Holidays:
- | | |
|---------------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day (July 1) | Birthday |
- (b) Notwithstanding F.1 (a) above, in recognition of the diversity of the employees, a nurse may by November 30th of each year, indicate in writing to the Employer their intent to recognize two (2) alternate paid holidays in the following calendar year in recognition of their religious, spiritual or cultural days of observance.

The paid holidays that will be replaced are the Easter Monday and the Birthday holiday. The nurse will provide the manager with their specific requests six (6) weeks in advance of the posted schedule in writing indicating their day of religious, spiritual or cultural day of observance.

Failure to schedule such requested days off will result in the application of Article 15.

- (c) In the event that the nurse chooses to replace Easter Monday, the following options would apply i) if the unit is open then the nurse would work and be paid straight time. ii) if their regular unit is closed, the Manager will work with the employee to determine an alternate work assignment that the employee is qualified to perform. Alternatively the nurse may elect to utilize lieu time or vacation hours. The date that the employee replaces with Easter Monday will then be treated as a paid holiday.

- F.2 Lieu days off shall be granted within sixty (60) days of the date on which the holiday was observed, to be taken on a day arranged between the full-time nurse and the Employer.

Notwithstanding Article F.2, if mutually agreed, a full-time nurse may accumulate not more than five (5) lieu days which may be taken at her request concurrently or added to her vacation.

- F.3 The Employer will arrange for paid holidays off to be scheduled equitably among the full-time nurses regularly working in the same unit. Note: this provision applies to the season in which the paid holiday falls.

- F.4 When a nurse is scheduled off on a paid holiday which occurs on a Monday or Friday, she shall be scheduled off that Saturday and Sunday in conjunction with such holiday.

- F.5 When a nurse is scheduled to work on a paid holiday which occurs on a Monday or Friday, she shall also be scheduled to work the Saturday and Sunday.

- F.6 A tour that begins or ends during the twenty-four hour period of the above-named holidays, where the majority of hours worked fall within the holiday shall be deemed to be work performed on the holiday for the full period of the tour.

ARTICLE G - BULLETIN BOARDS

- G.1 The Employer will provide bulletin boards in conspicuous locations throughout the facility, one of which shall be located at each site of the facility upon which the Union may post notices of Union meetings and other Union activities. Meeting notices and general notices may also be posted upon space made available on each unit/floor. All such notices must be signed by a member of the Union Executive and a copy provided to the Director of Human Resources prior to being posted.

ARTICLE H – CLOTHING

- H.1 Where any property worn by a nurse is damaged in the course of her/his duties, the property shall be cleaned, repaired or replaced by the Employer at a cost of not more than three hundred dollars (\$300.00) provided the nurse provides documentation on the appropriate incident report.

- H.2 Where a nurse makes a claim in writing for cleaning, repair or replacement under Article H.1 hereof, she must, within five (5) calendar days of the incident giving rise to the claim, unless the nurse is unable to present documentation within five (5) days due to absence, present the damaged article to her Manager who shall determine if it is to be cleaned, repaired or replaced. In cases where the article is to be replaced, the damaged article shall become the property of the Employer.

ARTICLE I - LEAVE FOR UNION BUSINESS

- I.1 The Union will endeavour to provide a request in writing to the Director of Human Resources or designate providing at least fourteen (14) days in advance if possible prior to the commencement of the leave. It is understood that the cumulative total leave of absence will not exceed twenty (20) nurses at any one time. If more than one (1) nurse from a unit is to be absent at any one time, the Union will endeavour to give the Employer as much notice as possible. This leave will not be unreasonably withheld.

- I.2 Employees that form part of the negotiating committee as referenced in Article C.2 shall be granted time off without loss of pay, service, seniority, benefits to attend negotiating committee caucus sessions held immediately prior to negotiations.

- I.3 The Employer agrees to provide the Bargaining Unit President with paid leave of absence five (5) days per week for the purpose of conducting Union business. The Employer and the Union will equally share the payment for this paid leave.

The Employer will submit a bill for the Bargaining Unit President paid leave of absent days to the Local Treasurer at least monthly.

- I.4 Local Coordinator Leave

The Employer agrees to grant leaves of absence to a maximum of 30 days, without pay, to nurses elected to the position of Local Coordinator. Subject to reasonable notice, it is understood and agreed that a Local Coordinator shall be granted such leave(s) as she or he may require fulfilling the duties of the position.

ARTICLE J – DEFINITIONS

- J.1 "Swing shift" means a scheduled shift which starts and stops at a time other than the normal starting and stopping times of the day, evening or night shift.

At least four weeks prior to implementing a new swing shift in any area of the Hospital, the Employer will notify the President of the Local Union and will meet with the Union with a view to obtaining input from the Union and the nurses affected by the proposed change of the hospital.

ARTICLE K - SENIORITY LISTS

- K.1 The seniority lists will be posted with three copies to the Union on May 1st and November 1st of each year, at any time as requested by the Union, and immediately preceding any layoff.

The employer will notify the Bargaining Unit President in writing of any changes to an individual member's service /seniority date at the time it advises the member of any such changes. All said letters will provide rationale for changes to service /seniority dates.

ARTICLE L - MALPRACTICE AND PROFESSIONAL LIABILITY INSURANCE

- L.1 The Employer will continue to provide adequate insurance against malpractice, error or mistakes committed by a nurse in the course of her/his duties with the Employer save and except where such are committed maliciously or are a criminal act.

ARTICLE M - PREPAID LEAVE PLAN

- M.1 The Employer will consider individual requests for the prepaid leave plan in accordance with Article 11. Individual requests will not be unreasonably denied.

ARTICLE N – MODIFIED WORK

- N.1 Where the individual nurse has signed a consent form and such form has been provided to the Employer, the Employer will notify the Bargaining Unit President or designate of the name of a nurse who goes off work due to a work-related injury or on long-term disability and will provide a copy of the Workplace Safety and Insurance Board Form 7 to the Union at the same time as it is sent to the Board. The Employer shall provide a copy of the Workplace Safety and Insurance Board Form 7 to the nurse at the same time as it is sent to the Board. The Employer will provide the Bargaining Unit President and the Vice-President Health and Safety Committee with statistics related to work related injuries and long term disability on a monthly basis.

- N.2 Early and Safe Return to Work

The Employer and the Union both recognize their obligations in facilitating the early and safe return to work of disabled employees. The Employer and the Union agree that ongoing and timely communication by all participants in this process is essential to the success of the process.

1. A Return to Work Committee (RWC) will be established, at least one member of which will be a representative of the Union. The committee will meet at least once per month. The Union member will suffer no loss of regular earnings for attendance at such meetings. If the Union member is required to attend on their day off they will receive pay at straight time or time in lieu where possible for hours spent in return to

work meetings. Such hours are invisible for the purpose of determining premium.

The Employer will provide an updated list of information to the RWC before each monthly meeting including the following:

- i) Employees absent from work because of disability who are in receipt of Workplace Safety Insurance Board benefits.
 - ii) Employees absent from work because of disability who are in receipt of Long Term Disability benefits including last day worked.
 - iii) Employees who required temporary or permanent accommodation in the workplace.
2. It is understood that it is the obligation of the disabled employee in receipt of short-term or long-term disability benefits to ensure the Employer's Occupational Health Department is advised as soon as possible of any change in medical restrictions which may affect their ability to return to regular or modified duties.
 3. The Occupational Health Department will discuss the needs of employees for accommodation as soon as possible with their respective manager or designate, and the Union will advise the RWC as soon as possible when return to their original position or unit has not occurred. The Occupational Health Department in consultation with the Union representative will examine opportunities for temporary accommodation until such time as an appropriate permanent accommodation is determined.
 4. The Employer will advise the Union of offers of permanent accommodation within or outside the bargaining unit.
 5. The parties recognize that more than one employee requiring accommodation may be suitable for a particular position or arrangement. In such cases the Employer will consider the skills, ability and experience of the employees and will also consider ability to acquire skills, seniority and path of least disruption in the workplace.
 6. The Committee will monitor the status of accommodated employees and the status of employees awaiting accommodation. The Committee will review any circumstances where attempts to accommodate an employee have proven unsuccessful.
 7. Before posting, the Employer's Human Resources department will examine all potential vacancies to determine if they can be used to accommodate a disabled employee who requires accommodation but cannot return to their home unit.
 8. Where such vacancies are within the bargaining unit, the Employer will consult with the Union on the feasibility of an accommodation giving consideration to all factors including the number of accommodated employees in the unit, the operational needs of the unit, safety of patients and employees working in the unit.

9. Whether or not the parties agree to waive the posting procedure in order to facilitate an accommodation and whether or not the position is within the bargaining unit, the parties will sign an agreement containing the details of the accommodation. The parties may also agree to a written agreement for temporary accommodation of extended duration.
10. The home position of a nurse who needs permanent accommodation may be posted under the following circumstances:
 - (i) the employee is permanently accommodated in another position or arrangement
 - (ii) the weight of the medical evidence establishes that there is no reasonable prospect of a return to her original position in the foreseeable future
 - (iii) the Employer may elect to fill the disabled employee's home position by posting a temporary to permanent vacancy
 - a) In so electing, the position will be filled in accordance with the job posting provisions of the collective agreement
 - b) If and when it is confirmed that the disabled employee cannot return to her original position, the position may be offered to the incumbent on a permanent basis
 - c) When a job offer is made for the vacancy, the successful applicant will be clearly advised of the temporary status of the position and of its potential permanency.
 - d) Filling of a disabled employee's home position does not remove the Employer's duty to accommodate that employee.

N.3 Needle Stick and Sharps Injuries

The Employer, in consultation with the Joint Health and Safety Committee, shall develop, implement and monitor a program for the prevention of needle stick and sharp injuries and the treatment of such injuries should they occur. The program should include and address employee training and education with respect to needle stick and sharps injury prevention, and provide for the maintenance of a needle stick/sharps injuries log to detail incidents. The program shall be evaluated annually by the Employer in consultation with the Joint Health and Safety Committee.

N. 4 Musculoskeletal Injury Prevention and Control

1. The Employer in consultation with the Joint Health and Safety Committee (JHSC) shall develop, establish and put into effect, musculoskeletal prevention and control measures, procedures, practices and training for the health and safety of employees.

2. At least once a year the musculoskeletal prevention and control measures, procedures, practices, and training shall be reviewed and revised in the light of current knowledge and practice.
3. The review and revision shall be done more frequently than annually if,
 - (a) the Employer, on the advice of the JHSC or health and safety representatives, if any, determines that such review and revision is necessary; or
 - (b) there is a change in circumstances that may affect the health and safety of an employee.
4. The Employer will provide training on musculoskeletal prevention and control measures, procedures, practices and equipment to all employees during a new employee's orientation and thereafter as required.

N.5

Violence in the Workplace

1. Violence shall be defined as any incident in which a nurse is abused, threatened or assaulted during the course of his/her employment. It includes the application of force, threats with or without weapons and severe verbal abuse. The Employer agrees that such incidents will not be condoned. Any nurse 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.
2. The Employer agrees to maintain formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situation and support to nurses who have faced workplace violence. These policies and procedures shall be communicated to all nurses.
3. The Employer will report all incidents of violence to the Joint Health and Safety Committee for review.
4. 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.

For nurses required to work in the community this training will include instruction in guidelines for community safety and will be provided during the orientation period to the unit/service area.

5. The Employer, with the nurse's consent, will inform the Union within three (3) days of any nurse who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as possible.

6. The Employer will consider requests for reimbursement for damages incurred to the nurse's personal property, such as eyeglasses, ripped uniforms, personal clothing, as a result of being assaulted while performing his or her work.

ARTICLE O – MISCELLANEOUS

- O.1 The Employer will provide the Union with an office for the use of the Union Representatives. This will include a desk, a telephone, a chair, and a locked filing cabinet. A mail slot will be located at this office. The office shall be located in a mutually satisfactory area.
- O.2 The Centre Security staff/personnel will be available to escort employees to and from their cars at a mutually agreeable time.
- O.3 The Employer will provide sufficient parking permits for employees who request them and authorize payment for them, provided space is available.
- O.4 The Employer will forward to the Bargaining Unit President copies of all job postings and a list of the successful candidates on a monthly basis. The Employer will provide a list of all outstanding bargaining unit position vacancies, indicating the position and the unit/program, on a bi-annual basis.
- The employer will provide the Union with written documentation annually on the number of nursing positions budgeted by unit/floor/program broken down by employment status (FT, Reg. PT or Casual PT) and the numbers of nursing positions filled or vacant by unit /floor/program by July 31st of every calendar year.
- O.5 Nurses using their own vehicles for client home visits or approved other work related business during the course of their normal hours of work will be compensated at the travel allowance rate as established by the Centre. It is understood that the rate will not be decreased during the term of this agreement.
- O.6 **Notification to Unsuccessful Job Applicants**
- The parties agree that any unsuccessful candidate for a ONA job positing 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.
- O.7 Where there are pay errors equal to or greater than seven and one half 7.5 hours regular hours caused by the Employer, employees will be reimbursed within the next manual cheque run on the Friday and Tuesday following the regular pay run. Such request is to be submitted through the Unit Manager. If the error is less than seven and one half (7.5) regular hours or the request has been received after the Tuesday manual cheque run; the Employer reserves the right to correct the error on the following scheduled pay period.

- O.8 Any bargaining unit nurse who retires and wishes to participate in the benefit plans as outlined in article 17.01 (h) will provide advance payment of the benefits either through post-dated cheques provided on a yearly basis or through a preauthorized withdrawal process.

It is understood that any transaction would be dated the first of each and every month.

The Employer will notify the Union of the benefit costs to retired nurses in January of each year, and each time the benefit costs are renegotiated by the Employer.

- O.9 The Employer agrees, in consultation with the Joint Health and Safety Committee (JHSC), to develop policies that address issues of infestation. These issues shall include but are not limited to the prevention of infestation and measures to protect nurses from personal infestation.

ARTICLE P - WEEKEND WORKER

When the Employer agrees to a unit weekend schedule pursuant to Article 13.04 of the Central Hospital Agreement, the following conditions shall apply unless otherwise agreed by the parties:

- A. The terms and conditions for the weekend worker positions are in accordance with the collective agreement provision under Article 13.03.
- B. In order to meet the Employer's need for weekend staff and individual nurses' preference for a weekend work schedule the parties agree to establish a weekend worker schedule.
- C. These positions will be created in response to the needs of the unit and expression of interest by nurses, as determined by the Managers of the individual units.
- D. Shifts and scheduling for each unit are variable as determined by the Manager.
- E. Nurses in these positions may discontinue the weekend schedules with thirty (30) days notice. Such positions will be posted in accordance with Article 10.06(a). Either party may discontinue the unit weekend schedules with ninety (90) days notice. Upon receipt of such notice, a meeting will be held between the parties to discuss discontinuation. It is understood that such discontinuation shall not be unreasonable or arbitrary. Should the unit weekend worker arrangement (s) be discontinued, the nurse(s) in these positions will revert back to their previous positions and the previous master rotation will be put in place.
- F. Individual letters of understanding will be negotiated for each nurse on a unit weekend schedule. The parties in the negotiation are the nurse, the employer and the union. Such letters of understanding will include the scheduling provisions of each nurse including hours of work, tours exchanges and overtime.

ARTICLE Q - STANDBY /ON CALL

1.
 - a)
 - i) The bargaining unit president and the nurses of the unit/program/floor shall be consulted for their input prior to the implementation of standby/on call arrangements.
 - ii) Guidelines will be developed by each unit to determine the appropriate utilization of standby/on call staff, including the maximum number of consecutive hours to be on standby/on call.
 - iii) Employee standby/on call assignments shall be posted at the same time as the tours of duty schedules. Units that self schedule standby/on call will do so in compliance with the self scheduling guidelines. Employees shall be permitted to exchange their standby/on call assignments with another qualified employee, provided that such exchange does not result in a premium pay requirement which otherwise would not be payable. Such an exchange must be approved by the manager and such approval will not be unreasonably denied.
 - iv) The Employer agrees that standby/on call will be distributed on an equitable basis among qualified employees who normally perform the work.
 - v) For units that operate 24 hours a day and seven days a week, a full-time employee will not be scheduled for standby/on call on a scheduled day off or weekend off unless mutually agreeable between the employee and the employer.
 - vi) The employee will not be scheduled for standby/on call for more than two consecutive weekends, unless mutually agreed.
 - b) Should an employee notify the "In-charge" employee or the Unit Manager, that he/she wishes to be relieved after sixteen (16) consecutive hours at work, the Employer shall make every reasonable effort to relieve that employee from duty.
 - c) An employee assigned to standby /on call shall not be assigned to take call for more than seven (7) consecutive days, unless mutually agreed.
 - d) Employees on standby/on call will be provided with pagers.
 - e) The Employer will make available a sleep/rest area for employees scheduled for Standby/on call.

ARTICLE R - PAID PROFESSIONAL LEAVE DAY

- R.1 The Employer will grant, subject to the relevance of the education program to the nurse's work within the hospital, staffing requirements, availability of in-service education programs of a similar nature, costs and available Hospital funding, and any other relevant factors up to twenty-two and one half (22.5) hours of paid education leave to full-time nurses who apply for such leave. Entitlement for part-

time nurses shall be pro-rated based on the hours worked by the part time nurse in the previous calendar year. Nurses shall apply at least six weeks in advance of requiring the leave.

Paid professional leave days will not be used for training deemed mandatory by the Employer.

DATED AT Toronto, Ontario, this 9th day of October, 2008.

[Signature]

[Signature]
Labour Relations Officer

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LETTER OF UNDERSTANDING

Between:

CENTRE FOR ADDICTION AND MENTAL HEALTH
(Hereinafter called "CAMH")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter called "ONA")

Re: Human Resources Pandemic Plan

The parties agree to work with representatives from the Local and Central Ontario Nurses Association to finalize the draft dated March 2006 Human Resources Pandemic Plan by no later than December 1, 2008.

DATED AT Toronto, Ontario, this 9th day of Oct, 2008.

FOR THE EMPLOYER

[Signature]

Ravi D. D. [Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]
Labour Relations Officer

[Signature]

[Signature]

[Signature]

P.K.

[Signature]

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[Signature]

Ravi D. D. [Signature]

[Signature]

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[Signature]

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FOR THE UNION

[Signature]
Labour Relations Officer

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P.K.

[Signature]

LETTER OF UNDERSTANDING

Between:

CENTRE FOR ADDICTION AND MENTAL HEALTH
(Hereinafter called the "Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the "Union")

Re: Payroll Errors

Whereas the parties share a concern with the impact these errors have on staff; and

Whereas the parties share an interest in resolving pay discrepancies;

The parties agree that they will jointly review issues and concerns related to payroll discrepancies which shall include but are not limited to scheduling, payroll reporting, and data entry.

It is agreed that the goal of this joint review is to make recommendations that the parties believe will significantly reduce payroll errors and therefore reduce the application of Article O.7.

DATED AT Toronto, Ontario, this 9th day of October, 2008.

FOR THE EMPLOYER

[Signature]

Ram D. Rivostare

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FOR THE UNION

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Labour Relations Officer

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