

LOCAL ISSUES

COLLECTIVE AGREEMENT

BETWEEN:

THE NORTHEAST MENTAL HEALTH CENTRE

(hereinafter referred to as "the Hospital")

- and -

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 666

(hereinafter referred to as "the Union")

EXPIRY: March 31, 2009

08750 (08)

Local Agreement

**between
Ontario Public Service Employees Union
and its Local 666**

and

**The Northeast Mental Health Centre
Combined Full-time & Part-time**

Signed at Sudbury, Ontario the _____ day of _____, 2006

**For The Ontario Public
Service Employees Union**

**For The Northeast Mental
Health Centre**

LOCAL ISSUES

	<u>PAGE</u>
Local Agreement Signature page	A-1
Local Issues Index	i
Local Issues Appendix.....	ii
A - Scope and Recognition.....	1
B - Management Rights	3
C - Definitions	3
D - Union Rights and Activity.....	4
E - Notice of Address and Telephone Number	6
F - Seniority Lists	6
G - Bilingualism	6
H - Sick Leave Credits.....	7
I - Hours of Work, Overtime and Scheduling	7
J - Distribution of Overtime	13
K - Overtime/Call Back Accumulation	13
L - Meal Allowances	13
M - Travel Expenses	14
N - Time Credits While Travelling	14
O - Reporting Pay	15
P - Holidays	15
Q - Vacation Scheduling and Pay	16
R - Prepaid Leave	16

LOCAL ISSUES APPENDIX

	PAGE
Appendix A	17
Workplace Harassment Policy and Procedures	
Appendix B	20
Classification System	
Appendix C	24
Section 20 Child and Youth Worker Positions	
Ruth MacMillan Centre Positions	
Appendix D	26
Extended Tours (12 Hour Shifts) Agreement	
Withdrawal Management Services	
Appendix E	33
Layoff 60 KM Rules	
Appendix F	34
Multi Site Issues	
Appendix G.....	35
Paid Parking	
Appendix H.....	36
ACTT Scheduling	

A - SCOPE AND RECOGNITION

A - 1 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the seven (7) separate and distinct bargaining units described below:

Bargaining Unit A: Sudbury - Health Care Professional (Paramedical) - Full-time

All paramedical employees of the Employer at Sudbury, Ontario, save and except Supervisors, Unit Coordinators, persons above the rank of Supervisor and Unit Coordinator, office and clerical staff, Human Resources employees, professional medical staff, Activities Therapy Supervisors, Director of Volunteer Services, Programming Coordinator, Clinical Program Coordinator, persons covered by subsisting collective agreements, persons employed to work less than the normal work week, and students employed during the school vacation period.

Bargaining Unit B: Sudbury - Health Care Professional (Paramedical) - Part-time

All paramedical employees of the Employer employed to work less hours than the normal work week and students employed during the school vacation period as paramedical employees at Sudbury, Ontario, save and except Supervisors, Unit Coordinators, persons above the rank of Supervisor and Unit Coordinator, office and clerical staff, Human Resources employees, professional medical staff and persons covered by a subsisting collective agreement.

Bargaining Unit C: Withdrawal Management Services

All employees of the employer at its Withdrawal Management Services at Sudbury, Ontario, save and except supervisors and persons above the rank of Supervisor.

Bargaining Unit D: Community Clinics - Health Care Professional (Paramedical) - Full-time

All paramedical employees of the Employer at its Community Clinics at Manitoulin Island, Espanola-Massey, Elliot Lake-Blind River, Chapleau, and St. Charles, Ontario, save and except Supervisors and Program Coordinators, persons above the rank of Supervisor and Program Coordinator, office and clerical employees, Human Resources employees, professional medical staff, persons who are regularly employed to work less hours than the normal work week, students employed during the school vacation period, and persons covered by subsisting collective agreements and Ontario Labour Relations Board Certificates.

Bargaining Unit E: Community Clinics Office and Clerical - Full-time

All office and clerical employees of the Employer in its Community Clinics at Manitoulin Island, Espanola-Massey, Elliot Lake-Blind River, Chapleau, and St. Charles, Ontario, save and except Supervisors and Program Coordinators, persons above the rank of Supervisor and Program Coordinator, paramedical employees, Human Resources employees, professional medical staff, persons who are regularly employed to work less hours than the normal work week, students employed during the school vacation period, and persons covered by subsisting collective agreements and Ontario Labour Relations Board Certificates.

Bargaining Unit F: The Northeast Mental Health Centre - Office and Clerical - Full-time

The employer recognizes the Union as the exclusive bargaining agent for all office and clerical employees of the Employer at the Regional Municipality of Sudbury, Ontario, save and except Supervisors, and persons above the rank of Supervisor, Human Resources employees, persons regularly employed for not more than twenty-four hours per week, students employed during the school vacation periods, and employees in bargaining units for which any trade union held bargaining rights as of March 19, 1987.

Bargaining Unit G: Northeast Mental Health Centre - Part-time

All office and clerical employees of Northeast Mental Health Centre, The Community Mental Health Group (Sudbury Algoma Hospital) in the Regional Municipality of Sudbury regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation periods, save and except Supervisors and persons above the rank of Supervisor, Human Resources employees, and employees in bargaining units for which any trade union held bargaining rights as of January 29, 1993.

For the purposes of clarity, it is noted that the parties further agree that:

- i) the term "Supervisor" includes "Unit Program Coordinators".
- ii) the term "office and clerical" does not include "professional medical staff" and "health records technician".
- iii) the following positions are excluded from the bargaining unit:
 - a) Administrative Secretary, Community Clinics
 - b) Clerk Typist/Receptionist, Chief Executive Officer's Office
 - c) Accounting Clerk, Finance
 - d) Executive Assistant to the Chief Executive Officer
 - e) Administrative Assistant to the Associate and Assistant Executive Directors
 - f) Bookkeeper
 - g) Executive Secretary, Regional Children's Psychiatric Centre

A - 2 All of the provisions of this Collective Agreement shall apply to each of the seven (7) bargaining units described above, except where separate provisions have explicitly been provided for a bargaining unit.

A - 3 Once the boundaries of the Northeast Mental Health Centre have been defined, the parties agree to meet to update Article A of the Collective Agreement. (formerly Appendix M)

A - 4 Government Employment Programs:

May be available to the Employer from time to time, therefore the Employer may hire persons in accordance with the terms of the program, and at a rate of pay stipulated by the program. Such person shall not be included in the various bargaining units. When a program becomes available to the Employer, the local

Union president shall be notified as to the proposed duration, the persons to be utilized, the nature of the work to be performed, and the areas in which they shall be working.

The Employer will not make use of these programs in a way that will cause the layoff of any full-time or part-time employee from his position.

B - MANAGEMENT RIGHTS

- B - 1 The Union acknowledges that it is the exclusive right and function of the Employer to hire, assign, retire, discipline or discharge for just cause, classify, transfer, layoff or recall employees.
- B - 2 Generally to manage The Northeast Mental Health Centre and all its enterprises in which the Employer is engaged in all respects and in accordance with its obligations, and without restricting the generality of the foregoing, the location of machines and equipment to be used, the location and number of employees required from time to time, the qualifications of employees, the assignment of work and the assignment of overtime work, the locations of its enterprises, subcontracting of work, the extension, limitation, curtailment or cessation of operations, schedules of work and vacations, reasonable standards of performance of all employees, and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement.
- B - 3 To maintain order, discipline and efficiency and to make and alter from time to time, reasonable rules and regulations.
- B - 4 It is agreed that the Employer may exercise any of the rights, powers and functions or authority which the Employer had prior to the signing of this Agreement, except those rights, powers, or functions or authority which are specifically abridged or modified by this Agreement.
- B - 5 It is agreed that the Employer shall not exercise any of its rights in a manner that is inconsistent with the provisions of this Agreement.

C - DEFINITIONS

C - 1 Full-time Employee

Is an employee who has completed his probationary period set out elsewhere in this Agreement, and is scheduled to work the regular scheduled work week.

C - 2 Probationary Employee

Is an employee who is serving a probationary period as set out elsewhere in this Agreement, and upon the successful completion of the aforementioned probationary period, shall obtain full-time or part-time employee status.

C - 3 Part-time Employee (Excluding Clerical Bargaining Units F and G)

Is an employee who has completed his probationary period set out elsewhere in this Agreement, and is employed to work less hours than the normal work week.

C - 4 Temporary Employee

- i) Temporary employees are those hired for a specific term or project not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further (6) months on mutual agreement of the Union, employee and Employer. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons during the probationary period or at the end of the term or project shall not be the subject of a grievance or arbitration, and the expiry of a project shall not be deemed to be a layoff.
- ii) Except where specifically modified within this agreement, a temporary employee shall have all the rights of a regular full-time or part-time employee as applicable.
- iii) The Employer will outline to employees selected to fill such temporary vacancies, and to the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.
- iv) For the purposes of vacations, seniority and benefits, part-time employees who temporarily relieve full-time employees shall be considered part-time employees.
- v) Where a full-time employee receives a temporary part-time position, she shall receive part-time employee vacation pay and benefits. Such employees shall remain full-time employees for the purposes of seniority.

C - 5 Students

Students hired during their school vacation periods shall not accrue seniority, nor shall they be entitled to the Welfare benefits set out elsewhere in this Agreement. The wages for Students shall be determined in April of each year by the Employer, after discussion with the Union. Students shall not be hired where they displace bargaining unit employees, nor shall they be utilized in a manner, which shall reduce a part-time employee's regular hours of work.

D - UNION RIGHTS AND ACTIVITY

- D - 1 The Employer agrees to recognize 15% of staff elected or appointed in the capacity of union stewards. The calculation will be made annually based on March 31st manpower numbers for full and part-time staff. On a yearly basis, the Union shall notify the Employer in writing of the names of the stewards and their jurisdiction.
- D - 2 All the above-mentioned representatives shall be employees who have completed their probationary period, unless there are no employees off probation in the work area to be represented.
- D - 3 In addition to the above employees, the Employer shall also recognize a Union Staff Representative who may be assigned to assist these employees in the discharge of their union duties.

A Staff Representative may enter the premises of the Employer to conduct union business after having received prior permission from the **Executive Director of Corporate Services or designate**. Such permission shall not be unreasonable withheld. The Employer may request the attendance of a Union Staff Representative at any meeting.

D - 4 Stewards will normally deal with matters arising in their area of jurisdiction. If the steward for an area is unavailable, the alternate steward, as designated in writing by the Union, may be excused by her supervisor to deal with the matter.

D - 5 Bulletin Boards

The Employer shall provide a bulletin board at all employees work sites for the purpose of posting notices of meetings, and such other notices as may be of interest to employees. The Union agrees that all such notices must be signed by an officer of the Union, and submitted to the **Executive Director of Corporate Services or designate** for approval and posting. Such approval shall not be unreasonably withheld.

The Union shall appoint one designated Officer of the Union to coordinate bulleting board notices with the Director of Human Resources or her designate. Once a notice has been approved as outlined in this Article, such Union Officer will undertake to distribute an identical copy of the notice for posting in each work location.

D - 6 Copies of Agreement

The parties hereto shall mutually agree on the style of the collective agreement, and each party shall pay fifty percent (50%) of the production cost.

D - 7 Negotiating Committee

Effective on ratification of this Collective Agreement, the Employer recognizes the Union Negotiating Committee comprised of five (5) members. The Union may request two (2) additional members who shall attend meetings without pay.

D - 8 Grievance Committee

The Employer will recognize a grievance committee comprising of three (3) members to be elected or appointed from the bargaining unit. One member shall be the chairman. In addition, as requested by the local president or designee, the OPSEU staff representative can attend grievance meetings.

D - 9 Leave of Absence for Union Business (formerly Appendix A)

It is agreed by the parties that, for the purposes of leaves of absence for union business under thirty (30) consecutive days, the Employer will bill to the Union 20% above the employees` regular rate of pay. Such 20% will be deemed to be reimbursement for all employee benefits, sick leave, vacation and all other employment costs.

In the case of leaves of absence for union business of more than thirty (30) consecutive days, the Employer will bill to the Union 20%, less the cost of the employees' vacation.

E - NOTICE OF ADDRESS AND TELEPHONE NUMBER

E - 1 It shall be the duty of the employee to notify the payroll office of the Employer promptly in writing, of any change of address or telephone number. If an employee should fail to do this, the Employer shall not be responsible for the failure of any notice to reach such employee when such notice is sent to the last address recorded on the payroll records of the Employer.

F - SENIORITY LISTS

F - 1 A single seniority list including employees in each of the seven (7) bargaining units shall be prepared. Up-to-date seniority lists shall be sent to the Union and posted on the Bulletin Boards in April and October of each year. Employees shall have thirty (30) days from the date of posting of the Seniority List to question their individual seniority, and if no complaints are received within the thirty (30) day period, the Seniority List shall be deemed to be correct.

F - 2 A part-time employee cannot accrue more than 1650 hours of seniority and service in a twelve (12) month period. The twelve (12) month period shall run from April 1st to March 31st annually.

G - BILINGUALISM

G - 1 The Employer shall post bilingual training opportunities following the posting procedures outlined in Article 13.01.

G - 2 Candidates will be considered for training opportunities on the following basis:

- a) the seniority of the employee;
- b) the skill, ability, experience and qualifications to fulfill the normal requirements of the job and the measured ability to acquire linguistic skills.
- c) Where factor (ii) is, to all intents and purposes, equal between two (2) or more employees, the relative seniority shall govern, subject to the employee's right to lodge a grievance under the orderly Grievance Procedure herein set forth.

G - 3 No employee will be demoted to a lower paying classification, declared redundant or laid off as a direct result of her position being declared bilingual.

G - 4 Half of the time spent by an employee in attendance at a bilingualism training program shall be compensated at straight time, or such better compensation as may be available under a specific program. Such training hours shall not be counted when calculating eligibility for overtime. The employer will pay educational costs such as tuition fees, books, and related study materials required in the program.

G - 5 For all purposes covered by this Agreement, employees will be considered bilingual once they have passed a competency examination matched to the demands of the job.

H - SICK LEAVE CREDITS

H - 1 Employees who have signed individual agreements concerning sick leave credits (old sick leave plan) shall be entitled to same in accordance with the terms of the agreements in addition to the benefits set out in this Article. With mutual agreement, employees may cash out existing sick credit banks.

I - HOURS OF WORK, OVERTIME AND SCHEDULING

I - 1 The normal hours of work for all part-time employees within this bargaining unit shall be up to seven and one-half (7 ½) hours per day excluding the lunch period which shall be unpaid.

Averaging of Hours (Article 16.01 (a) Full-Time Employees refers)

By mutual consent, the averaging period for hours of work will be seventy-five (75) hours in a two (2) week period.

Averaging of Hours (Article 16.02 (b) Part-Time Employees refers)

By mutual consent, the averaging period for hours of work will be seventy-five (75) hours in a two (2) week period.

Time off Between Shifts (Article 17.08 refers)

A period of at least two (2) tours defined as fifteen (15) hours will be scheduled off between scheduled shifts worked by the employee unless a lesser period of time is mutually agreed upon between the employee and the immediate supervisor.

Innovative/Flexible Scheduling (Article 29.02 refers)

The parties agree to establish a task force composed of representatives of OPSEU and Management with the purpose of developing a flexible working schedule of the Assessment, Referral and Outpatient program employees at PineGate Addiction Services. The agreement will comply with the principles established in Central Article 29.02. The first meeting of the task force will take place no later than six (6) weeks from the date of conclusion of the 2002 local negotiations.

I - 2 Pre scheduled Shifts Part-time Work Distribution

a) The Employer shall use its best efforts to ensure that part-time work is allocated on a scheduled rather than a casual basis whenever practicable. Full time and part-time schedules for RCPC staff shall be posted concurrently, for a period of four (4) weeks minimum and be posted four (4) weeks in advance.

b) Pre-scheduled shifts for part-time staff will be utilized to cover shifts where sufficient full-time staff are not available to fill the normal complement of the unit.

- c) Pre-schedule shifts shall be equally distributed among part-time staff by allocating the available shifts two (2) at a time to part-time employees in rotation until all available pre-scheduled shifts have been allocated.

I - 3 Casual Shifts Part-time Work Distribution

- a) Casual shifts are defined as any shifts which are not filled by full-time or part-time employees as assigned on the published four-week schedules. Such shifts include but are not limited to additional coverage over and above the normal complement of the Unit, the replacement of previously scheduled staff who are unable to fill their pre-scheduled shifts or attendance at a workshop.
- b) Casual shifts shall be equitably distributed among part-time employees by calling in part-time employees in rotation in the following manner and sequence:
 - i) All part-time employees shall be placed on a call-in rotation list which is based on seniority. Employees shall be called to be offered available shifts in the order they appear on the rotation list. Use of the rotation list to call part-time employees shall be continuous with the Employer starting to call employees where the calling process left off at the last instance of use.
 - ii) Casual shifts shall be offered to employees one shift at a time through the rotation.
 - iii) A call placed to offer a part-time employee a shift which the employee fails to accept within the allotted time frame specified under Item C, shall be considered an accepted shift for the purpose of determining equitable distribution. The employer shall continue to attempt to fill the shift by calling through the rotation.
 - iv) Employees who already have pre-scheduled shifts in the seven (7) day period during which it becomes their turn to be called for an available casual shift are still to be called.
 - v) Employees who have already worked sufficient hours in a pay period to entitle them to overtime under the Collective Agreement may be bypassed in the call-in rotation.
 - vi) Where the employee whose turn it is to be offered a shift is already working on the day in question and that additional shift would entitle her to overtime based on daily work hours, the employee shall be bypassed in favor of the next employee in the rotation.
 - vii) If an employee has been granted permission to be unavailable for a certain time period, or is absent due to sickness or accident, he is deemed to have waived his right to equal distribution of shifts.
 - viii) Employees who are scheduled to be on vacation during the time a shift becomes available to them on the rotation and employees who have indicated they are not available for a specific spot on the schedule need not be called if a shift in those time frames becomes available to them on the rotation. It shall be deemed that they have accepted the shift for the

purpose of equitable distribution and the Employer shall continue to attempt to fill the shift by calling through the rotation.

- ix) Employees who are on vacation shall continue to be called in order of rotation for shifts which fall outside of their stated vacation period, subject to I-2 c) above.

c) Response Time

- i) Where there are more than twenty-four (24) hours between the time the Employer reasonably should be aware that a casual shift will be required and the start time of that shift, part-time employees shall be afforded fifteen (15) minutes to accept the shift under I-3 (b) iv.
- ii) Where there is less than twenty-four (24) hours between the time the Employer reasonably should be aware that a casual shift will be required and the start time of the shift, part-time employees shall be afforded five (5) minutes to accept the shift under I-3 (b) iv.
- iii) The Employer will not be responsible for its inability to contact such part-time employees.
- iv) Where a casual shift is immediately required due to a crisis admission, no time will be afforded to permit employees to call back and accept a shift under I-3 (b) iv. The employer shall record on the call-in sheet that a crisis admission has occurred.
- v) Where the employer has gone through a complete call-in rotation in an attempt to fill a casual shift and has not had the shift accepted in accordance with the time limits set out above, the first part-time employee who calls in to accept the shift shall be given the shift.

d) Cancellation Of Shifts

Where it has become necessary for the employer to cancel a shift in circumstances where more than one part-time worker is scheduled, the employer shall use the following procedure:

- i) Casual shifts shall be cancelled ahead of pre-scheduled shifts. Where more than one employee is scheduled to work a specific casual shift when one such casual shift must be cancelled, the employee called last in the rotation shall be cancelled.
- ii) Where more than one part-time employee is scheduled for pre-scheduled shifts, and the employees involved do not have equal numbers of pre-scheduled shifts recorded on the schedule, the employer shall cancel the shift of the employee with the greatest number of pre-scheduled shifts.
- iii) Where the number of pre-scheduled shifts are equal, the employer shall cancel the shift of the employee with the least seniority.

- iv) When the employer cancels a scheduled shift and that shift becomes available, the employer will offer that shift to the employee that was originally scheduled to work it. The normal rotation rules will not apply in this case.

e) Record Keeping

- i) It is the responsibility of the employer to ensure that shifts are equitably distributed and thus it is essential to record all shift changes, corrections, casual shifts and cancelled shifts so that errors will be minimized.
- ii) The employer shall retain available for reference the original schedule described under Item 1.02 for the purpose of comparing it with the working schedule on which all changes to the original schedule are recorded. When canceling a pre-scheduled shift, that shift shall be marked with a single line through it on the working schedule to permit scheduling staff to know at a glance the number of pre-scheduled shifts assigned to each employee. The number of pre-scheduled shifts for each employee shall be recorded on the margin of the working schedule and that number shall be adjusted at the time changes are made.

f) Shift Changes

- i) Employees shall be entitled to exchange shifts, however a request form must be completed and approval by a unit supervisor is required.
- ii) Where an employee surrenders a pre-scheduled shift, she shall be deemed to have accepted and worked that shift for the purpose of equitable distribution.

A request for an exchange of shifts will be submitted forty-eight (48) hours in advance and in writing, where possible, by the employee requesting the change, and co-signed by the employee accepting the shift. Such exchanges are subject to the supervisor's approval, which will not be unreasonably withheld, and will not result in overtime or premium payment.

g) Temporary Full Time Assignments

Assignments to a temporary full-time position shall be exempt from I - 2 and I - 3 above.

I - 4 Part Time Tour and Standby

Tour and Standby schedules shall be posted in advance, except in cases of emergencies beyond the control of the Employer, for a period of eight (8) weeks' minimum and be posted four (4) weeks in advance. The schedules shall correlate with the Employer's pay period.

I - 5 Scheduling Regulations Child & Youth Workers

Child & Youth Workers employed in residential services shall work on a shift schedule, which shall conform to the following principles:

- a) There shall be two (2) consecutive days off per week. The week for scheduling purposes shall start at 2330 hours on Sundays.
- b) An employee shall work a maximum of seven (7) consecutive shifts at a time.
- c) There shall be a minimum of twelve (12) hours off between shifts.
- d) Full time and part time schedules for RCPC staff shall be posted concurrently, for a period of four (4) weeks minimum and be posted four (4) weeks in advance.
- e) There shall be a minimum of three (3) weekends off in any eight (8) week period. Where the Employer is unable to schedule three (3) weekends off in an eight (8) week period, the employee shall be entitled to two (2) shift credits in the overtime bank or be paid at the overtime rate for all hours worked that weekend at the discretion of the employee for each weekend short of the scheduling objective set out above
- f)
 - i) The Employer shall not change shift schedules with less than sixteen (16) hours notice. This clause will not apply to changes initiated by an employee.
 - ii) The Employer shall not re-assign an employee from one of the four (4) afternoon shifts to another on a given day with less than three (3) hours notice.
 - iii) Where an employee receives less than either the appropriate sixteen (16) hours' notice or three (3) hours' notice of shift change as described above, the employee may refuse such shift changes without discipline and will work the shift as originally scheduled except that -
 - iv) if none of the employees who are scheduled to work on the Unit on the shift in question agrees to shift change, then the Employer may direct the most junior employee on that shift to report for the changed shift.
- g) There shall be a minimum of three (3) tours of duty before an employee is rotated between the day and afternoon shifts, but this does not apply to rotations within the group of four (4) afternoon shifts. If the shift change is immediately preceded by a day off this section does not apply.
- h) Child & Youth Workers will normally be employed to work on a rotating shift schedule. The Employer will consider requests from employees who are willing to work permanently on either the afternoon or night shifts. It is understood that the Employer may require such employees to report on a different shift for purposes of training and evaluation.

- i) The scheduling provisions of this Article shall be suspended from December 15 to January 15, inclusive in order that employees shall be scheduled off work either Christmas Day and Boxing Day or New Year's Eve and New Year's Day on an alternate year basis. Employees shall retain their normal rights with respect to mutual shift changes.
- j) The Employer will not consider special requests for individual employees when drafting a work schedule. An employee who wishes to change his scheduled shift shall find another employee who will agree to an exchange of shifts and then obtain the approval of the applicable supervisor. It is understood that an exchange of shifts shall not result in any additional costs to the Employer.
- k) There shall be an equitable distribution of days, afternoons and night shifts to full-time employees in each unit over a calendar year, except where arrangements are made pursuant to item (h) or (j) of this clause.
- l) If the Employer schedules a single day off without mutual consent, the employee's next tour worked shall be paid at one and one-half (1-1/2) times her regular straight time hourly rate of pay.
- m) If the Employer requires an employee to work shifts on more than seven (7) consecutive days without her consent, she shall be entitled to payment at one and one-half (1-1/2) times her regular straight time hourly rate for all shifts worked in excess of seven (7) consecutive days.
- n) Where an employee is required to rotate from one shift to another after less than three (3) tours of duty, she shall be paid at one and one-half (1-1/2) times her regular straight time hourly rate for each shift so worked.
- o) Where this Article provides for payment at one and one-half (1-1/2) times an employee's regular straight time hourly rate, the employee may elect to be paid at the rate of time and one-half (1/2) her hourly rate of pay for all hours worked or credit her overtime bank at the same rate of pay for all hours worked.

I - 6 Meal Breaks for Child & Youth Workers

- a) The duration of the meal break shall be one-half (1/2) hour.
- b) Employees shall take a meal break during the shift and shall coordinate the timing of meal breaks with the Shift Coordinator or Supervisor.
- c) Meal breaks will be scheduled on all shifts.
- d) In the event that it is necessary for an employee to attend to the needs of a client during the period of his meal break, he shall be entitled to take the break at some other point during the shift.

J - DISTRIBUTION OF OVERTIME

(Applicable to Child and Youth Workers)

- J - 1 The parties agree that prior to overtime shifts being offered to full-time employees under Article 16.01 (a) overtime shall be offered to part-time employees in accordance with the part-time distribution of work procedure. In the event a part-time employee is not available to work the shift the work shall be assigned to a full-time employee in accordance with Article 16.01 (a).
- J - 2 Non-premium Payment Overtime for Child and Youth Workers in the event the Employer is unable to assign required work on a non-premium payment basis, overtime will be offered in the following manner. All full-time employees will be placed on call-in rotation lists by classification in order of seniority. Employees shall be called and offered available overtime shifts in the order they appear on the applicable rotation list. Use of the rotation lists to call full-time employees shall be continuous with the Employer starting to call full-time employees where the calling process left off at the last instance of use. Full-time employees shall be afforded 15 minutes to accept the shift save and except where the shift commences in less than twelve (12) hours time.
- J - 3 *Weekend Premium (Article 17.04 refers)*

"at least (2) weekends off in (4)"

Premium payment for "all hours worked on a third (3rd) consecutive weekend".

K - OVERTIME/CALL BACK ACCUMULATION

- K - 1 Employees may accumulate overtime/call back hours in their lieu time bank to a maximum of thirty-seven and one-half (37.5) hours. Where an employee has accumulated approved overtime/call back hours and chooses equivalent time off in accordance with the Central Collective Agreement, such time off must be taken within one hundred and twenty (120) calendar days of accrual. The Employer will revert to payment if the time off is not scheduled within one hundred and twenty (120) calendar days.

K -2 PERSONAL CIRCUMSTANCES

To facilitate employee requirements to address personal circumstances, the NEMHC will enable the use of accumulated overtime, call back hours, and holiday lieu days to maintain earnings for personal leaves. Employees may also utilize unpaid leave where they have no time credits to utilize. Employees will provide one (1) week of notice in advance to the manager, where possible, and will schedule the leave at a mutually agreeable time. Such requests will not be unreasonably denied.

L - MEAL ALLOWANCES

- L - 1 The Employer shall reimburse employees for meal expenses authorized by the Employer.

Daily Meal Allowance

Breakfast - actual cost to maximum \$5.50;

Lunch - actual cost to maximum \$11.00;

Dinner - actual cost to maximum \$16.50.

Gratuities and taxes are included in the actual costs of the meals.

L - 2 Authorized meal expenses will be reimbursed when an employee is assign on business to another location for the majority of their workday and it would be unreasonable for the employee to return to their normal assigned place of work.

L - 3 An employee who is required to work four (4) hours or more of overtime shall receive, at the discretion of the Employer, either a meal or the appropriate meal allowance in accordance with the L - 1 of this Article.

M - TRAVEL EXPENSES

M - 1 An employee who is required to use her personal vehicle will be paid thirty-three cents (\$0.38) per kilometer plus three cents (\$0.03) GST per kilometer or in accordance with Employer policy as may be amended from time to time, whichever is greater.

M - 2 Employees who volunteer to transport patients in their personal vehicles must have \$1,000,000.00 (one million dollars) public liability and property damage insurance.

M - 3 Staff who use their vehicle for business purposes must on or before February 5th of each year provide evidence that his or her driving license and vehicle insurance is adequate, in good standing and currently in effect.

N - TIME CREDITS WHILE TRAVELING

N - 1 Employees shall be credited with all time spent in traveling outside of working hours when authorized by Employer.

N - 2 Travel for mandatory education purposes outside of working hours is included in this provision. Travel for optional/elective education programs will be negotiated with the program or service manager.

N - 3 When travel is by automobile and the employee travels directly from his home or place of employment, time will be credited from the assigned hour of departure until he reaches his destination and from the assigned hour of departure from the destination until he reaches his home or place of employment.

N - 4 When travel is by public carrier, except municipally operated transit systems, time will be credited from one (1) hour before the scheduled time of departure of the carrier until one (1) hour after the actual arrival of the carrier at the destination.

N - 5 All traveling time shall be paid at the employee's basic hourly rate or where mutually agreed, by compensating time.

N - 6 Travel from home to the regular place of work, and vice versa, does not qualify for time credits under this provision.

O - REPORTING PAY

O - 1 A full-time employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive an minimum of four (4) hours' pay at her regular straight time hourly rate.

O - 2 This Article shall not apply when an employee is returning to work from an illness or accident, without having given her immediate supervisor thirteen (13) hours' notice.

P - HOLIDAYS

P - 1 The following days shall be recognized as paid holidays for all full-time employees who have completed one (1) month of employment:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 6. August Civic |
| 2. Good Friday | 7. Labour Day |
| 3. Easter Monday | 8. Thanksgiving Day |
| 4. Victoria Day | 9. Christmas Day |
| 5. Canada Day | 10. Boxing Day |
| 11. Float Day | 12. Float Day |

P - 2 Floating Holidays

Scheduling of the two floating holidays will be as follows:

(a) All employees who have been employed for three (3) calendar months or more, shall be entitled to two (2) floating holidays in each calendar year under the following conditions:

The holiday shall be taken at a mutually agreeable time provided the employee requests the holiday in writing at least one (1) week before the schedule is posted for the period in which the holiday is requested , and the answer shall be given in writing as soon as practicable. If the employee has not scheduled the two (2) floating holidays before December 1st in any calendar year, the holiday will be scheduled by the supervisor.

(b) Where there is a conflict between two (2) or more employees as to the chosen date, seniority shall be the governing factor, subject to the efficient operation of the Employer.

(c) If and when the Government of Ontario declares Heritage Day or any other day as a holiday, it shall replace one of the floating holidays in all respects.

(d) Part-time employees shall receive either Christmas Day and Boxing Day or New Year's Eve and New Year's Day off on an alternate year basis unless other arrangements are made by mutual agreement.

P - 3 Hours worked on a Paid Holiday are defined as the period where the majority of hours fall and are not based on the 24-hour clock. For the holidays listed in P - 1,

the holiday shall be deemed to begin at 2330 hours of the preceding day and to end at 2330 hours on the day, which it is observed. Example: Christmas Day commences at 2330 hours on December 24th and ceases at 2330 hours on December 25th. Similarly New Years' Day begins 2330 hours on December 31st and ceases at 2330 hours on January 1st.

Q - VACATION SCHEDULING AND PAY

- Q- 1 Vacation time shall be allotted considering the wishes of the employees and the efficiency of the operations of the Employer.
- Q - 2 Where two (2) or more employees desire the same vacation date, the seniority shall prevail provided it does not interfere with the efficient operation of the Employer. It is understood that of necessity, the Employer must reserve the final decision as to the scheduling of vacations.
- Q - 3 Vacation entitlement shall be prorated on a bi-weekly basis and the available hours shall be recorded on each employee's pay stub. Generally, employees should be encouraged to take vacation within a twelve (12) month period from the time it is earned. Exceptions will be allowed in extenuating circumstances with the written approval of the employee's Director.
- Q - 4 At no time can an employee accrue in excess of two years of vacation entitlement.
- Q - 5 The Employer will pay part-time vacation pay on each pay.
- Q - 6 Vacation allocations shall be indicated on each pay stub.
- Q- 7 At a transition year the employees` vacation accrual rate will be adjusted effective the pay period that the triggering service level is reached. (formerly Appendix K)
- Q-9 Vacation scheduling will be based on two (2) six (6) month periods beginning May 15th and November 15th.
 - a) A vacation request list will be posted by March 1st and September 1st.
 - b) All employees shall indicate their vacation preferences by April 15th and October 15th.
 - c) For vacations requests received prior to the timelines above, such vacations will be granted in accordance with Article Q-2.
 - d) Vacation schedule will be posted by May 15th and November 15th.
 - e) Vacation time requested after the dates in accordance with (b) above, will be granted on a first come first served basis in accordance with Article Q-2.

R - PREPAID LEAVE PLAN

- R - 1 The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 29.04 (a) and from any one department, (the term "department" in this item will be defined as the work locations as set out in Article D. 6) shall be not more than 5 employees from any one department. Where there are more applications than spaces allotted, seniority shall govern subject to 29.04 (b) above.

APPENDIX A

LETTER OF UNDERSTANDING

Between

NORTHEAST MENTAL HEALTH CENTRE

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666

RE: WORKPLACE HARASSMENT POLICY AND PROCEDURES

Preamble:

Northeast Mental Health Centre, The Community Mental Health Group (hereinafter referred to as the "Employer") and the Ontario Public Service Employees Union, Local 666 (hereinafter referred to as the "Union") are committed to the maintenance of a working environment where individuals are not subject to workplace harassment. The Employer, the Union and employees recognize that all individuals, regardless of rank, occupation or membership, have the right to work in an atmosphere, which promotes professionalism and fairness. This letter of understanding shall not limit or amend in any way the generality of the Management Rights clause or any provisions contained in the Collective Agreement.

Definitions:

For the purpose of this Letter of Understanding, the workplace is defined as the assigned work location, where personnel are managed and are directed by the same management person, and workplace harassment is defined as follows:

Any pattern of treatment of an employee with respect to any term or condition of employment which is inconsistent with the treatment afforded to other employees in that workplace; or,

Engaging in a course of conduct which intentionally inflicts psychological trauma on another person, provokes fear or diminishes the individual's dignity or self-worth or any course of conduct which a person ought reasonably to know would likely inflict psychological trauma on another person, provoke fear or diminish the individual's dignity or self-worth.

Policy:

Workplace harassment by an employee, whether or not a member of the Bargaining Unit, shall not be tolerated.

Procedures:

Complaint Procedure:

- 1) In the event that a manager or employee has reasonable grounds to believe that she is a victim of workplace harassment, she (the Complainant) shall approach the individual responsible for the alleged conduct (the Respondent); bring the specific conduct to the Respondent's attention and request that the conduct cease. If the Respondent is a manager, the Complainant may choose to proceed directly to Step 3 of the procedure.
- 2) Following this approach, and where there is no satisfactory resolution, the Complainant shall discuss the matter with her direct supervisor within the (10) days of the circumstances giving rise to the complaint. The immediate supervisor shall respond to the complaint within five (5) days of the discussion of the complaint. The parties are encouraged to attempt to devise a resolution to the complaint.
- 3) Where there is no satisfactory resolution after the Supervisor has dealt with the matter, the Complainant may forward the matter in writing to the Investigation Sub-Committee of the Employee Relations Committee within five (5) days of the response date at Step 2 of the complaint procedure. The Investigation Sub-Committee will be comprised of the Local Unit President or designate and the Director of Personnel or designate. Where either of these two (2) individuals are Complainant or Respondent, an alternate from the Local Bargaining Unit or Management shall be appointed as the situation warrants.
- 4) The Investigation Sub-Committee shall be responsible for investigating complaints and establishing facts. The establishment of facts must be consensual. The Investigation Sub-Committee may make attempts to mediate a resolution.
- 5) Information received by the Sub-Committee shall be kept strictly confidential, except from the Complainant and the Respondent.
- 6) The Sub-Committee shall report its findings to the Complainant and the Respondent and attempt to obtain an agreed resolution to the complaint.

Complaint Outcomes:

- 1) No evidence of harassment: If there is no evidence of harassment as defined in this policy, then no record shall be filed and no action shall be taken.
- 2) Evidence of harassment: The Sub-Committee shall be responsible for issuing its finding to the immediate supervisor of the harasser. The evidence of harassment shall be recorded on file and the harasser may be disciplined by her immediate supervisor. The findings of the Sub-Committee shall be considered when determining the appropriate discipline, if any. The Sub-Committee report shall not contain specific recommendations regarding the appropriate form of discipline. The form and degree of discipline shall remain within the sole discretion of management, subject to the right of the

disciplined employee to dispute such decisions through the Grievance Procedure.

The Employer and the Union agree that while the parties retain their right to file a grievance under the terms of the collective agreement, the contents of the Letter of Understanding shall not be the subject of a grievance or arbitration and do not enlarge the right of an employee, the Employer or the union to file a grievance and shall not form the basis for a grievance or arbitration.

SIGNED AT SUDBURY, ONTARIO THIS 4th DAY OF April, 2000.

FOR O.P.S.E.U.

FOR NORTHEAST MENTAL HEALTH CENTRE

Peter Slee

Marc Piquette

David Wiley

Patricia Morris

Steve Kusan

Bonnie Rymal

Heather Haynes-Young

Margaret Hong

Yolande Bobbie

Diane Bull

Leah Casselman

APPENDIX B

MEMORANDUM OF AGREEMENT

Between

THE NORTHEAST MENTAL HEALTH CENTRE

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666

RE: CLASSIFICATION SYSTEM

1. The classification "Social Worker II" will be amended in the salary schedule to read "Social Worker (M.S.W.)". The parties agree that the classification Social Worker (M.S.W.) requires a Masters of Social Work Degree.
2. The classification "Social Worker I" will be amended in the salary schedule to read "Social Worker (B.S.W.)". The parties agree that the classification of Social Worker (B.S.W.) requires a Bachelors of Social Work Degree.
3. The classification "Clinician II" will be amended in the salary schedule to read "Clinician (Masters Level)". The parties agree that the classification of Clinician (Masters Level) requires a Masters Level Degree in a relevant mental health related program.
4. The classification "Clinician I" will be amended in the salary schedule to read "Clinician (Bachelor Level)". The parties agree that the classification of Clinician (Bachelor Level) requires a Bachelors Level Degree in a relevant mental health related program.
5. Incumbents currently in the classification Social Worker (M.S.W.), Social Worker (B.S.W), Clinician (Bachelor Level) and Clinician (Masters Level) who do not possess the required education standard shall be grandparented and shall remain in their current classification. Grandparented incumbents shall form the only exceptions to items #1 to #4.
6. The classification "Mental Health Worker III" will be eliminated from the Collective Agreement save and except pursuant to item #6 c. The incumbents in the classification Mental Health Worker III will be reclassified according to the following system:
 - a) Incumbents who possess a Masters of Social Work degree (M.S.W.) will be classified as Social Worker (M.S.W).
 - b) Incumbents who possess a Masters degree in a relevant mental health related program will be classified as Clinician (Masters Level)

- c) Incumbents currently in the Mental Health Worker III classification who are not reclassified pursuant to a) and b) shall be grandparented and shall remain classified Mental Health Worker III. Only grandparented incumbents shall be classified Mental Health Worker III. Incumbents in the Mental Health Worker III classification who are reclassified to a higher paying classification will move to the salary schedule of the higher paying classification in accordance with Article R - 3 of the Collective Agreement expired March 31, 1996 effective the date of ratification of this Agreement. The salary review date of incumbents reclassified to a higher paying classification shall be adjusted to the date of ratification.
7. The classifications "Mental Health Worker II" and "Suicide Prevention Worker II" will be renamed "Mental Health Worker". The Mental Health Worker classification will use the salary schedule of the Mental Health Worker II classification. The incumbents of the Mental Health Worker II and Suicide Prevention Worker II classifications will be reclassified according to the following system:
- a) incumbents who possess a Bachelor of Social Work degree will be reclassified as a Social Worker (B.S.W.)
 - b) incumbents who possess a Bachelor degree in a relevant mental health related program will be reclassified as a Clinician (Bachelor Level)
 - c) incumbents who possess a Masters of Social Work degree will be reclassified as a Social Worker (M.S.W.)
 - d) incumbents who possess a Masters degree in a relevant mental health related program will be reclassified as a Clinician (Masters Level)
 - e) incumbents who do not satisfy the requirements of (a) to (d) above shall remain classified as Mental Health Worker.

Incumbents in the Mental Health Worker II classification who are reclassified to a higher paying classification will move to the salary schedule of the higher paying classification in accordance with Article R - 3 of the Collective Agreement expired March 31, 1996 effective the date of ratification of this Agreement. The salary review date of incumbents reclassified to a higher paying classification shall be adjusted to the date of ratification.

8. The Classification "Mental Health Worker I" will be eliminated. The incumbents in the classification Mental Health Worker I will be reclassified as a Mental Health Worker II and moved to the salary schedule of the Mental Health Worker II classification in accordance with Article R - 3 of the Collective Agreement expired March 31, 1996 effective the date of ratification of this agreement. The salary review date of incumbents reclassified shall be adjusted to the date of ratification.
9. The classification "Psychometrist I" will be eliminated from the Collective Agreement. The classification "Psychometrist II" will be renamed "Psychometrist (Masters)". The parties agree that the classification

Psychometrist requires a Master of Psychology degree. The incumbents in the classification Psychometrist I will be reclassified as follows:

- a) incumbents who possess a Masters degree in Psychology will be reclassified as a Psychometrist (Masters Level);
- b) incumbents who do not possess a Masters degree in Psychology will be reclassified as a Clinician (Bachelor's Level).

Incumbents in the Psychometrist I classification who are reclassified to a higher paying classification will move to the salary schedule of the higher paying classification in accordance with Article R - 3 of the Collective Agreement expired March 31, 1996 effective the date of ratification of this Agreement. The salary review date of incumbents reclassified to a higher paying classification shall be adjusted to the date of ratification.

Incumbents currently in the classification Psychometrist II who do not possess a Master of Psychology degree will be grandparented and shall remain classified Psychometrist II. Grandparented incumbents shall form the only exceptions to the specified requirements.

- 10. The following classifications will be eliminated from the Collective Agreement:

Native Mental Health Worker
Adolescent Worker
Aids/HIV Community Program Coordinator
Community Mental Health Worker
Night Support Worker
Mental Health Worker I
Mental Health Worker II
Mental Health Worker III (subject to Item #6)
Psychometrist

- 11. In the event an employee within the classification of Mental Health Worker, Clinician (Bachelor Level) or Social Worker (B.S.W.) obtains a Bachelor Level or a Masters Level degree in a relevant mental health related program, the employee shall be eligible for reclassification in accordance with the terms of this Agreement, provided the educational qualification is relevant to the employee's assigned duties.
- 12. Employees may be required to provide proof satisfactory to the Employer of educational qualifications.

SIGNED AT SUDBURY, ONTARIO THIS 4th DAY OF April, 2000.

FOR O.P.S.E.U.

Peter Slee

David Wiley

Steve Kusan

Heather Haynes-Young

Margaret Hong

Yolande Bobbie

Diane Bull

Leah Casselman

**FOR NORTHEAST MENTAL HEALTH
CENTRE**

Marc Piquette

Patricia Morris

Bonnie Rymal

APPENDIX C

LETTER OF UNDERSTANDING

Between

THE NORTHEAST MENTAL HEALTH CENTRE

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666

RE: SECTION 20 CHILD AND YOUTH WORKER POSITIONS
RUTH MacMILLAN CENTRE POSITIONS

The parties agree to the following terms and conditions:

- 1) The Section 20 Child and Youth Worker Positions, the Ruth MacMillan Centre positions and the Youth Worker positions will be regular full-time positions.
- 2) a) Health and Welfare benefits shall be in accordance with the terms of the Collective Agreement governing full-time employees.

b) During the Christmas break, March break and Summer break, Northeast Mental Health Centre will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating unless the employee does not intend to pay her contributions. The employee shall provide the Payroll Department with post-dated cheques for the employee portion of contributions in the event she intends to continue her contributions.

c) Incumbents shall be entitled to full service equivalent to one year worked per year without adjustment due to the Christmas break, March break, and Summer break periods. Seniority shall be in accordance with Article 10.
- 3) The normal hours of work will be 8:30 a.m. to 4:30 p.m. Monday to Friday. The work schedule of the incumbents will be based on the school year for teachers as determined by the relevant Board of Education in which the person is placed.
- 4) For periods such as the Christmas break, March break and summer break of the relevant Board of Education, the incumbents will be entitled to elect to utilize their vacation credits or to accept layoff. The incumbents shall not have the right to elect to displace a less senior staff member as set out in Article 11 of the Collective Agreement during the break period. The incumbents shall however be eligible for recall to a temporary position, the duration of which falls completely within the break period. The parties further agree that the notice provisions set out in Article 11 do not apply

with respect to layoffs during the Christmas break, March break or summer break periods.

- 5) The right of the incumbents to schedule vacation or float holidays shall be restricted to the Christmas break, March break or summer break periods.
- 6) The parties agree, in recognition that notice of funding is not provided five (5) months in advance of the start of the school year, that the notice period set out in Article 11 (a) shall be deemed to have been satisfied if notice is provided by June 15, that the position will be redundant effective the start of the school year.
- 7) The Section 20 Child and Youth Worker positions and the Ruth MacMillan Centre positions will be posted in accordance with Article 13 of the Collective Agreement. The successful applicants will not be appointed to the positions prior to the start of the school year. In the event a regular full-time incumbent in one of the above-noted positions is not a successful applicant in the posting procedure, the provisions of Article 11 shall apply. In the event a temporary full-time incumbent in one of the above-noted positions is not a successful applicant in the posting procedure, she/he shall revert to the regular position they held immediately prior to their assignment to one of the above-noted positions or exercise displacement rights under Article 11 in the event their regular position no longer exists. A temporary full-time incumbent in one of the above-noted positions who is not a successful applicant in the posting procedure and who did not have a regular position shall be terminated from employment.

SIGNED AT SUDBURY, ONTARIO THIS 27th DAY OF JUNE, 2006.

FOR O.P.S.E.U.

FOR NORTHEAST MENTAL HEALTH CENTRE

Denis Boyer_____

Marc Piquette_____

Margaret Hong_____

Bonnie Rymal_____

Alex Carter_____

Vicki MacDonald_____

Tracy Smith_____

Jean-Guy Levesque_____

Joanne O'Connor_____

Wendy Pascoe_____

APPENDIX D

MEMORANDUM OF AGREEMENT

Between

THE NORTHEAST MENTAL HEALTH CENTRE

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666

RE: EXTENDED TOURS (12 HOUR SHIFTS) AGREEMENT - WITHDRAWAL
MANAGEMENT SERVICES (formerly Appendix G)

This Memorandum of Agreement shall be part of the Collective Agreement between Northeast Mental Health Centre and the Union and sets out the implementation process and the terms and conditions governing 12 hour shifts.

1. Implementation and Discontinuation Process
 - a) 12 hour shifts will be introduced in a department/service program on a trial basis when:
 - i) sixty-six percent (66%) of the affected employees agree to implementation;
 - ii) and the Northeast Mental Health Centre agrees to implementation.
 - b) Employee indication of support will be conducted by secret ballot vote. In order to have a proper vote proposed schedules will be drafted (master schedule) for two weeks so each staff will have an opportunity to review such schedules prior to the vote.
 - c) The trial period will be six (6) months.
 - d) After the completion of the trial period, extended tours shall be introduced on a permanent basis when:
 - i) eighty percent (80%) of affected employees agree to continue;
 - ii) and the Northeast Mental Health Centre agrees to implement the extended tours.
 - e) Extended tours may be discontinued when:
 - i) fifty-five percent (55 %) of the affected employees so indicate by secret ballot;

- ii) or the Employer, because of:
 - a. adverse effects on patient care;
 - b. or inability to provide a workable schedule;
 - c. or where the Employer wishes to do so for reasons which are neither unreasonable nor arbitrary states its intention in writing to the Union to discontinue the extended tours.

f) When either party in accordance with item e) gives notice of discontinuance, the parties shall endeavour to meet within two (2) weeks of the giving of notice to review the request for discontinuation.

g) Where it is determined that the extended tours will be discontinued affected employees shall be given 30 days notice before the schedules are amended.

h) The master rotation will not be changed without mutual consent and only then done with 30 days notice.

2) Terms and Conditions

a) Hours of Work

This Memorandum of Agreement amends Article 16 (Full-Time) and Appendix I - 1 (Part-Time) of the Collective Agreement. Extended shifts will cover 12 continuous hours.

Extended tours will consist of 11.25 paid hours, a $\frac{3}{4}$ hour unpaid break and 3 paid breaks of 15 minutes.

It is understood that shifts other than 12 hour shifts may be scheduled.

b) Scheduling

Scheduling shall be in accordance with the Master Schedule.

A maximum of three (3) consecutive 12 hour shifts will be scheduled with a minimum of two (2) consecutive days off in between.

Northeast Mental Health Centre and the Union agree that Article I - 4 (g) and I - 4 (o) shall not apply to employees working extended tours.

c) Recognized Holidays

Employees will be paid time and one-half (1 $\frac{1}{2}$) of his/her straight time hourly rate of pay for all hours worked on recognized holidays.

Full-time employees shall receive twelve (12) days off to consist of seven and one-half (7 $\frac{1}{2}$) hours at their regular straight time rate of pay in lieu of recognized holidays.

d) Overtime (Applicable to Full-Time and Part-Time Employees)

Northeast Mental Health Centre and the Union agree that this Memorandum of agreement amends Article 16.01 of the Collective Agreement.

Full-time employees will be paid at the rate of one and one-half (1 ½) their regular hourly rate for all hours worked in excess of an eleven and one-quarter (11.25) hours on one day or one hundred and fifty hours in a four week period reflecting two full pay periods.

Part-time employees will be paid an overtime rate for working more than eleven and one-quarter (11.25) hours in one day or seventy-five (75) hours in a two week pay period.

e) Shift Premium/Weekend Premium

Employees will be paid shift premium and weekend premium in accordance with Article 17 of the Collective Agreement.

f) Sick Leave

HOODIP

As per the existing HOODIP converted to extended tours.

g) Vacations

Vacations and entitlement for employees on twelve (12) hour shifts shall be converted as follows:

Current Entitlement	Working Days Off	Paid Hours (Full-Time) Hours Leave (Part-Time)
3 weeks	10	112.5
4 weeks	14	150.0
5 weeks	17	187.5
6 weeks	20	225.0

i) Probationary Period

The probationary period shall be nine hundred (900) hours worked.

ii) Basis of Application

In the event that this Memorandum of Agreement fails to determine the basis of application of any terms of the Collective Agreement, the parties agree that employees working twelve (12) hour shifts shall receive no less and no more than the equivalent benefit of a scheduled normal seven and one-half (7 ½) hour shift.

iii) Transition To/From Extended Tours

Northeast Mental Health Centre will not be required to pay overtime rates for any hours by an employee in excess of the normal hours where such excess hours are made necessary only to accommodate the transition to or from the extended shift schedule. Similarly, no premium payment resulting directly from the transition to or from the extended schedule will be paid.

3. Prescheduled Shifts (formerly Appendix H)

Prescheduled shifts for part-time staff shall be in accordance with the master schedule incorporated into the 12 hour shift agreement.

4. Casual Shifts (formerly Appendix H)

a) Casual shifts are defined as shifts that are not filled by full time or part-time employees as assigned on the master schedule that the Service requires to be filled, including (but not limited to) additional coverage over and above the normal component of the Service, the replacement of previously scheduled staff who are unable to fill their pre-scheduled shifts or attendance at a workshop.

b) Casual Shifts shall be equitably distributed among Part-time employees one at a time by offering part-time employees the shift in accordance with the following process and sequence:

i) The part-time employee with the least number of shifts in the two-week pay period will be called and offered the available casual shift. In the event the least number of shifts in the pay period is equal for two or more employees the senior employee will be offered the shift. This process and sequence shall continue until the shift is filled. The first part-time employee that has been offered the shift that directly communicates acceptance of the offered shift will be granted the shift.

ii) In the event a call is placed to offer a part-time employee a shift which the employee fails to accept within the allotted time frame specified under Item #3, the employer shall continue to attempt to fill the shift by calling the next employee with the least number of shifts in accordance with i) above.

- iii) Employees may be bypassed in the above process and sequence under the following conditions:
 - iii(a) they have already worked sufficient hours in a pay period to entitle them to overtime under the Collective Agreement may be bypassed in the on-call process;
 - iii(b) where the employee whose turn it is to be offered a shift is already working on the day in question and that additional shift would entitle the employee to overtime based on daily work hours, the employee may be bypassed in the on-call process;
 - iii(c) employees who are scheduled to be on vacation or leave of absence when a shift is available to them and employees who have indicated that they are not available for a specific spot on the schedule need not be called if a shift in those time frames would otherwise become available to them on the rotation. It shall be deemed that the employee accepted the shift for the purposes of equal distribution shift count and the Employer shall continue to attempt to fill the shift in accordance with i) above.
 - iv) Employees who are on vacation shall continue to be called in order of rotation for shifts which fall outside of their stated vacation period, subject to response time (outlined in #6 below).
 - v) In the event a part-time employee is absent from a pre-scheduled shift or an accepted casual shift due to sickness or any other reason that shift shall count for the purposes of equal distribution.
 - vi) Refused shifts shall count for purposes of equal distribution. If an employee is not reached and v) does not apply then the shift does not constitute a refusal.

5. Overtime Distribution (formerly Appendix F)

Prior to overtime shifts being offered to full-time employees under Article 16.01 (a) overtime shall be offered to part-time employees in accordance with the part-time distribution of work procedure. In the event a part-time employee is not available to work the shift the work shall be assigned to a full-time employee in accordance with Article 16.01 (a).

6. Response Time (formerly Appendix H)

- a) Where there are more than two weeks between the time the Employer reasonably should be aware that a casual shift will be required and the start time of that shift, part time employees shall be accorded twenty four (24) hours to accept the shift.

- b) Where there is less than two weeks (but more than twelve (12) hours) between the time the Employer reasonably should be aware that a casual shift will be required and the start time of that shift, part-time employees shall be afforded fifteen (15) minutes to call back and accept the shift.
- c) Where there is less than 12 hours notice between the time the Employer reasonably should be aware that a casual shift will be required and the start time of that shift, part-time employees shall be afforded five (5) minutes to call back and accept the shift.

7. Cancellation of Shifts (formerly Appendix H)

Where it has become necessary for the employer to cancel a shift in circumstances where more than one part-time worker is scheduled, the employer shall use the following procedure:

- i) Casual shifts shall be cancelled ahead of pre-scheduled shifts. Where more than one employee is scheduled to work a specific casual shift when one such casual shift must be cancelled the employee called last shall be cancelled.
- ii) Where more than one part-time employee is scheduled for pre-scheduled shifts, and the employees involved do not have equal numbers of pre-scheduled shifts recorded on the schedule, the employer shall cancel the shift of the employee with the greatest number of pre-scheduled shifts.
- iii) Where the number of pre-scheduled shifts is equal, the employer shall cancel the shift of the employee with the least seniority.

8. Record Keeping (formerly Appendix H)

- a) It is the responsibility of the employer to ensure that shifts are equitably distributed and thus it is essential to record all shift changes, corrections, casual shifts and cancelled shifts so that errors will be minimized.
- b) The employer shall retain available for reference the original schedule for the purpose of comparing it with the working schedule on which all changes to the original schedule are recorded. When canceling a pre-scheduled shift, that shift shall be marked with a single line through it on the working schedule to permit scheduling staff to know at a glance the number of pre-scheduled shifts assigned to each employee. The number of pre-scheduled shifts for each employee shall be recorded on the margin of the working schedule and that number shall be adjusted at the time the changes are made.

9. Shift Changes (formerly Appendix H)

- a) Employees shall be entitled to exchange shifts within the two-week pay period. A request form must be completed and approval by a unit supervisor is required. As indicated on the request form, the mutual exchange of shifts can be refused due to overtime or at the discretion of the unit supervisor.
- b) Where an employee surrenders a pre-scheduled or casual shift, she shall be deemed to have accepted and worked that shift for the purposes of equitable distribution.

10. Errors / Remedies (formerly Appendix H)

Errors or mistakes in the distribution of shifts will be remedied by offering the next available casual shift opportunity to the affected employee(s) in accordance with the normal distribution procedure. Affected employees are expected to provide notice of the error to the supervisor as soon as possible after they reasonably should be aware that an error occurred.

11. Contact Number (formerly Appendix H)

The employee shall indicate a primary and secondary number by which they can be contacted. The start time of the call as per Response Time #6 will be based on the primary number. The employer is obligated to call the primary number and the secondary number.

SIGNED AT SUDBURY, ONTARIO THIS 21 DAY OF August, 2001.

FOR O.P.S.E.U.

Muriel Ethier

David Wiley

Heather Haynes-Young

Claudette Guy

Margaret Hong

Gord Payne

FOR NORTHEAST MENTAL HEALTH CENTRE

Diana Price

Marc Piquette

Linda Deshevy

Bonnie Rymal

Jill S. Fulton

APPENDIX E

LETTER OF UNDERSTANDING

Between

THE NORTHEAST MENTAL HEALTH CENTRE

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

Local 666

RE: LAYOFF 60KM RULES

1. The NEMHC and OPSEU agree to the following modification of articles 11.04 (1) and 11.04 (2).
 - a) Employees must first seek to exercise displacement options within a sixty (60) kilometer radius of their current work location.
 - b) If the employee cannot displace within the sixty (60) kilometer radius the employee shall then seek to exercise displacement options outside of the sixty (60) kilometer radius.
 - c) The normal process and requirements of articles 11.04 (1) and 11.04 (2) shall apply save and except the sixty (60) kilometer radius rule."

This letter shall be attached to and form part of the Collective Agreement.

SIGNED AT SUDBURY, ONTARIO THIS 21 DAY OF August, 2001.

FOR O.P.S.E.U.

Muriel Ethier

David Wiley

Heather Haynes-Young

Claudette Guy

Margaret Hong

Gord Payne

**FOR NORTHEAST MENTAL HEALTH
CENTRE**

Diana Price

Marc Piquette

Linda Deshevy

Bonnie Rymal

Jill S. Fulton

APPENDIX F

LETTER OF UNDERSTANDING

Between

THE NORTHEAST MENTAL HEALTH CENTRE

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666

MULTI - SITE ISSUES

The parties agree that multi-site issues are appropriate for discussion at EERC.

This letter shall be attached to and form part of the Collective Agreement.

SIGNED AT SUDBURY, ONTARIO THIS 27th DAY OF JUNE, 2006.

FOR O.P.S.E.U.

Denis Boyer_____

Margaret Hong_____

Alex Carter_____

Tracy Smith_____

Joanne O'Connor_____

Wendy Pascoe_____

**FOR NORTHEAST MENTAL HEALTH
CENTRE**

Marc Piquette_____

Bonnie Rymal_____

Vicki MacDonald_____

Jean-Guy Levesque_____

APPENDIX G

LETTER OF UNDERSTANDING

between

THE NORTHEAST MENTAL HEALTH CENTRE

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
LOCAL 666

PAID PARKING

At the time of divestment of the North Bay Psychiatric Hospital, the parties will enter into discussions with respect to employee paid parking at all NEMHC sites.

SIGNED AT SUDBURY, ONTARIO THIS _____ DAY OF _____, 2007.

FOR OPSEU

FOR NEMHC

APPENDIX H
LETTER OF UNDERSTANDING
between
NORTHEAST MENTAL HEALTH CENTRE
and
ONTARIO PUBLIC SERVICE EMPLOYEES UNION
LOCAL 666

RE: ACTT SCHEDULING

The parties agree to the following terms and conditions to govern hours of work, shifts scheduling, standby and call in and call back with respect to the Assertive Community Treatment Team.

1. Hours of Work, Shifts and Scheduling
 - a. The master schedule shall cover four (4) pay periods (8) weeks with an equal ten (10) shifts in each pay period.
 - b. The normal Day Shift shall be seven and one half (7 1/2) consecutive hours in an twenty-four (24) hour period exclusive of an unpaid one half (1/2) hour meal break. The hours of work are normally 0800 to 1600. Day shifts are scheduled Monday through Sunday.
 - c. The normal Afternoon Shift shall be seven and one half (7 1/2) consecutive hours in any twenty-four (24) hour period exclusive of an unpaid one half (1/2) hour meal break. The hour of work are normally 1300 to 2100. Afternoon shifts are scheduled Monday to Friday.
 - d. Pursuant to Article 16.01 the averaging period will be two (2) weeks.
 - e. Should staff be required to work extended hours above seven and one half (7 1/2) hours in one day then any additional hours will be paid at premium rate in accordance with Article 16.03.
 - f. Staff working on a recognized statutory holiday shall be treated under OPSEU Central Agreement Article 18.02 and P-2 (a)(i) and P-2 (b).
 - g. The scheduling provisions will not operate during the period of December 5th to January 15th. A member of staff shall be scheduled off duty a minimum of five (5) days at either Christmas or New Years unless the employee requests otherwise and the NEMHC agrees. For the purposes of this article the five (5) days shall be consecutive. The NEMHC will endeavour wherever possible, to ensure that such time off at Christmas will commence no later than 0730 hours December 24th, or that such time off at New Years` will commence no later than 0730 hours on December

31st. The master rotation will be considered constant between December 15th and January 15th with alterations to accommodate the time scheduled off duty. The employer will endeavour to alternate staff having Christmas and New Year of each year.

2. Standby

- a. Standby will be rotated as per the schedule between the hours of 2100 to 0800 hours Monday to Friday inclusive. On Weekends and Statutory Holidays standby is between the hours of 1600 to 0800.
- b. Staff on standby are expected to carry the telephone, pager and brief case at all times, be available to accept calls and respond as required.
- c. After time on standby, staff will provide a report, complete any necessary paperwork and relinquish the telephone, brief case and pager system.
- d. Standby payment will be in accordance with the central agreement article 17.01.

3. Call Back

Will be in accordance with the central agreement article 17.02.

- 4. The parties agree to meet within six (6) months of the signing of this agreement to review these terms and conditions.
- 5. Either party may discontinue this arrangement with ninety (90) days notice to the other party. Upon receipt of such notice, the parties will meet within fifteen (15) days to discuss the discontinuation.

DATED THIS 15TH DAY OF October, 2001.

OPSEU

NEMHC

Heather Haynes-Young

Jill S. Fulton

Muriel Ethier

Diana Price

David Wiley

Gord Payne