

COLLECTIVE AGREEMENT

Between

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(OPSEU)
(Hereinafter referred to as the “Union”)
On behalf of Local 500**



and

**CENTRE FOR ADDICTION AND MENTAL HEALTH
(CAMH)
(Hereinafter referred to as the “Centre” or the “Employer”)**



EXPIRY DATE: MARCH 31, 2008

Sector 18 – Mental Health Division

12574(03)

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'ARTICLE 1 – PURPOSE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between CAMH and the employees covered by this Agreement; to provide for on-going means of communication between the Union and CAMH and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement. It is recognized that employees, the Union and CAMH wish to work together to secure the best possible care and health promotion for patients/clients.

ARTICLE 2 – EMPLOYEE DEFINITIONS

2.01 DEFINITIONS

Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

2.02 FULL TIME

Regular Full Time employees are employees engaged to fill a permanent position and regularly working the normal or standard workweek averaged over a bi-weekly pay period.

2.03 PART TIME

A Part Time employee is an employee who is regularly scheduled not more than 24 hours per week. A Part Time employee is defined as an employee who makes a commitment to CAMH to be available for work on a predetermined basis as required by CAMH. Part Time (PT) employees are not guaranteed a specific number of shifts per pay period or per scheduling period. Prior to the utilization of Casual or agency staff, Part Time employees that are normally scheduled on that unit/department will be given the option of being scheduled for additional shifts over and above their normal commitment in the event of illnesses, vacations, emergencies and other periods of staff shortages.

2.04 CASUAL

A Casual employee is defined as an employee whose work is not normally scheduled on a predetermined basis but who may be prescheduled or called in on a relief basis only to fill in for illness, vacations, emergencies and other periods of staff shortages once it has been determined that no Part Time employees normally scheduled on that unit/department have agreed to work the required number of shifts available. Once a Casual employee has been scheduled or called in under these provisions a Part Time employee may not displace them. Casual employees who have not made themselves available for a six-month calendar period may be terminated from employment at CAMH.

2.05 TEMPORARY

A Temporary employee is defined as a newly hired employee filling a vacancy caused by illness, accident, pregnancy/parental leaves, vacation, leaves of absences not expected to exceed greater than 12 months or specific tasks or projects of less than 12 continuous calendar months. They may be assigned either full time or part time hours as identified elsewhere in this agreement. Temporary employees regardless of hours worked will be paid the applicable part-time percentage in lieu of benefit payments as defined elsewhere in the agreement. Temporary employees are not eligible for Layoff and Recall rights as per Article 13 of this agreement but are entitled to Employment Standards Act severance and notice provisions. Temporary employees are not eligible to apply for posted vacancies until they have completed at least six (6) months of their assignment. Temporary positions that are extended beyond one year will be posted as per the Job

Posting provisions in the Collective Agreement unless otherwise mutually agreed between the Union and CAMH. The termination of a temporary employee shall not be the subject of a grievance or arbitration. Regular full time and part time employees filling temporary vacancies will retain their existing employment status.

2.06 CONTRACT

A Contract employee **is** defined as an employee who is hired for a specific assignment and period of time as a result of special funding and/or grant money. They may be assigned either full-time or part-time status as required and as defined elsewhere in this agreement. Contract employees regardless of hours worked will be paid the applicable percentage in lieu benefit payments as defined elsewhere in this agreement during the first year of their employment. Should the contract or combination of contracts extend beyond one year a full time contract employee will be eligible annually on their anniversary date to either continue to receive their percentage in lieu benefit payments or to opt into the benefit plans applicable to full time employees. Contract employees are not eligible for Layoff and Recall rights as per Article 13 of this agreement but are entitled to Employment Standards Act severance and notice provisions. Contract employees are **not** eligible to apply for posted vacancies until the final sixty (60) days of their contract. The termination of an employee on contract shall not be the subject of a grievance or arbitration where such termination is as a result of the expiry of the contract position.

ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

3.01 DEFINITION

The parties recognize the dignity and worth of every individual and seek to create a climate of understanding and mutual respect in the workplace.

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

3.02 EMPLOYER'S COMMITMENT

It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, sexual identity, age, marital status, family status, handicap, record of offenses or prohibited grounds under the Ontario Human Rights Code or other factor which is not pertinent to the employment relationship.

3.03 ONTARIO HUMAN RIGHTS CODE

Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.

An employee who feels that they have been the subject of harassment may utilize the grievance procedure of this Collective Agreement, file a complaint under the Ontario Human Rights Code or utilize the process as set out in CAMH's policy regarding Employment Related Harassment and Discrimination.

3.04 SPOUSES

The parties agree that all entitlements under the Collective Agreement shall apply equally to spouses, same-sex spouses, and common-law spouses.

3.05 JOINT HARASSMENT AND DISCRIMINATION POLICY

Recognizing the value of a Harassment and Discrimination free workplace, CAMH shall every twelve (12) months be audited by an internal review team including OPSEU representatives selected by the Harassment and Discrimination Committee. The audit will establish the following:

1. The number of reported incidents of Harassment and Discrimination at CAMH;
2. CAMH's response to each complaint as well as the outcome of each complaint;
3. CAMH's adherence to the Ontario Human Rights Code and CAMH's own policy regarding Harassment and Discrimination.

CAMH agrees to post the results of the audit both physically and electronically upon receiving the committee's report. The Harassment and Discrimination Committee will comply with all privacy and confidentiality legislation and policies when posting the report.

In addition, the Vice President of Human Resources will conduct a confidential survey annually of complainants and respondents to evaluate the process. The aggregate results of this survey will be shared with the Harassment and Discrimination Committee.

3.06 PAY EQUITY

The parties agree that they are bound by Pay Equity legislation.

ARTICLE 4– SCOPE

CAMH recognizes the Ontario Public Service Employees Union (OPSEU) as the sole bargaining agent for all employees in the City of Toronto and employees in the bargaining unit in the City of Mississauga as of September 23, 1998 who are employed in any classification listed under Schedule A of this agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively with CAMH and shall remain solely with CAMH and without restricting the generality of the foregoing it is the exclusive function of the employer to:

- (a) maintain order, discipline, and efficiency;
- (b) hire, assign, retire, promote, demote, classify, transfer, direct, lay-off, recall and to suspend, discipline or discharge employees provided that a claim by an employee that she has been disciplined or discharged without just cause may be subject of a grievance and dealt with as hereinafter provided;
- (c) establish, alter, and enforce reasonable rules and regulations to be observed by the employees; provided that such rules and regulations shall not be inconsistent with the provisions of this agreement;
- (d) Determine all work schedules, the kind and location of equipment to be used, methods to be used, the location and number of employees required from time to time, the services to be performed, the standards of performance of all employees, work assignments, the hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this agreement;
- (e) There shall be no verbal or written agreements with any employees, that are contrary to this Collective Agreement, without agreement with the Union.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

The Union agrees there shall be no strikes and CAMH agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 MONTHLY DEDUCTIONS

CAMH will deduct from each employee in the bargaining unit an amount equal to the regular monthly dues designated by the Union. The amount of regular monthly dues shall be as certified to CAMH by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by CAMH to the Union's Director of Finance no later than the 15th of the month following the month in which such deductions were made. It is understood that CAMH shall deduct Union dues from any retroactive wage payments.

7.02 INDEMNIFICATION

In consideration of the deduction and forwarding of Union dues by CAMH, the Union agrees to indemnify and save harmless CAMH against any claims or liabilities arising or resulting from the operation of this Article.

7.03 LIST OF EMPLOYEES

In addition, CAMH agrees to forward to OPSEU Central, on a one-time basis, a master list of current bargaining unit members. This list shall include employee name, classification/job title, part-time/full-time status and if on leave greater than thirty (30) days. The lists shall be updated by providing changes on a monthly basis.

ARTICLE 8- UNION REPRESENTATION AND COMMITTEES

8.01 UNION STEWARDS

CAMH agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit for the purposes of handling grievances and other Union business as provided under this collective agreement.

Employees who are Union stewards have their regular duties and responsibilities to perform for CAMH and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. If in the performance of her duties, a Union steward is required to enter an area within CAMH in which she is not ordinarily employed, she shall report her presence to the supervisor in the area immediately upon entering it.

When resuming her regular duties and responsibilities, such steward shall again report to her immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during her regular scheduled working hours

The Union shall keep CAMH notified in writing of the names of Union stewards appointed or selected under this Article.

8.02 GRIEVANCE COMMITTEE

CAMH will recognize a grievance committee comprising of two (2) OPSEU members and two (2) management members. The purpose of the committee is to deal with grievances as set out in this Collective Agreement.

CAMH and the Union will work collaboratively to address workload issues of employees that arise as a result of this process.

CAMH commits to provide training in mediation and creative problem solving for members.

8.03 LABOUR-MANAGEMENT COMMITTEE

a) Labour-Management Committee

The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this agreement. The Committee shall be composed of an equal number of representatives of each party as mutually agreed and shall meet at a time and place mutually satisfactory. The Committee shall meet no less than once every two (2) months unless otherwise mutually agreed upon. A request for a meeting hereunder will be made in writing at least fourteen (14) days prior to the date proposed and be accompanied by an agenda of matters proposed to be discussed.

Also as part of its mandate, the LMC will examine issues related to Continuing Education.

b) Professional Responsibility

The parties have a mutual interest in the provision of quality patient care. Therefore, where an employee or group of employees, covered by this agreement and governed by an Ontario College under the Regulated Health Professions Act, have cause to believe that they are being asked to perform more work than is consistent with proper patient care, it is agreed by the parties that such workload problems may be discussed by the Labour Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment.

Where an employee or group of employees, covered by this agreement and not governed by an Ontario College under the Regulated Health Professions Act, have cause to believe that they are being asked to perform more work than is consistent with proper patient care, it is agreed by the parties that such workload problems may be discussed by the Labour Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment.

If after a thorough investigation, no consensus can be reached at Labour Management Committee, the parties will meet with the Chief Executive Officer (CEO) or designate within thirty (30) days of referral to present the issues. The CEO or designate will notify the Union of the decision in writing within fourteen (14) days.

8.04 NEGOTIATING COMMITTEE

a) Pay for Local Negotiating Committee

CAMH agrees to recognize a negotiating committee comprised of seven (7) members to be elected or appointed from within the bargaining unit. Where the parties participate in central bargaining, the purpose of the negotiating committee shall be to negotiate local issues as defined by the central bargaining process. Where the parties do not participate in central bargaining, the purpose of this negotiating committee shall be to negotiate a renewal of this Collective Agreement. CAMH agrees that the members of the negotiating committee shall suffer no loss of earnings and no loss of credits for time spent during their regularly scheduled working hours in attending negotiation meetings with CAMH up to, and including conciliation.

b) Pay for Central Negotiating Committee

Union Negotiating Committee members up to a maximum of seven (7) shall be paid for time lost from their normal straight time working hours at their regular rate of pay and without loss of leave credits for attending central negotiating meetings with the Hospital Central Negotiating Committee in direct negotiations up to and including conciliation. If the parties are unable to arrive at a negotiated collective agreement through either direct negotiations or conciliation, CAMH agrees that members of the Union Negotiating Committee shall receive unpaid leave for the purpose of attending arbitration hearings.

It is understood that both parties must agree to participate in central bargaining prior to joining the central bargaining process.

8.05 LIST OF UNION REPRESENTATIVES

The Union agrees to provide and maintain an up-to-date list of all Union Representatives (including Union Stewards, Union Executive, Grievance Committee, Labour/Management Committee and Negotiating Committee) to the Director of Human Resources or designate.

8.06 NEW EMPLOYEE INTERVIEW

All new employees will have the opportunity to meet with a representative of the Union in the employ of CAMH for a period of approximately fifteen (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the collective agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by CAMH.

8.07 LOCAL TIME OFF

CAMH will grant a leave of absence without loss of seniority or service for the term of this agreement to the Local Union President or designate.

CAMH shall grant an additional release for one (1) additional local officer for the purpose of assisting employees and the Union local in the administration of this agreement and the business directly pertinent thereto, if requested by the Union. The leave will be without loss of wages, benefits, seniority or service. The Union Local will reimburse CAMH for one-hundred percent (100%) of the costs.

8.08 PAID TIME FOR MEETINGS

The Union's designated representatives on joint Employer-Union Committees shall be given an agreed upon amount of time off with no loss of pay and with no **loss** of credits to prepare for and attend committee meetings with the Employer.

ARTICLE 9 – ACCIDENT PREVENTION & HEALTH AND SAFETY COMMITTEE

9.01 DEFINITION

The parties fully support and endorse a desire to prevent accidents, injury and illness in the workplace and shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees. CAMH shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment in accordance with the Health and Safety Act.

9.02 APPROPRIATE SAFETY EQUIPMENT

CAMH shall provide, where required, appropriate safety equipment, protective clothing, and training in the use of such equipment or clothing. Employees shall use all safety equipment and protective clothing provided and shall participate in any related training programs.

9.03 EQUIPMENT TRAINING

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions.

9.04 PROTECTIVE FOOTWEAR

CAMH agrees, upon presentation of valid original receipts, to reimburse annually the purchase of appropriate C.S.A. approved safety footwear where the employees are assigned work that requires that they be worn and where CAMH approves that the footwear is required. Employees shall wear such footwear. Full-time employees will be reimbursed up to \$125.00 annually. Part-time employees will be reimbursed up to \$125.00 bi-annually.

9.05 VEHICLE CERTIFICATION

All company vehicles will be certified for safety on an annual basis.

9.06 FIRST-AID AND EMERGENCY CAR KITS

All company owned/leased vehicles will be supplied with a first aid kit and a car emergency kit that includes a fire extinguisher.

9.07 JOINT HEALTH AND SAFETY COMMITTEES

CAMH shall establish a joint health and safety committee for each worksite' as mandated under the Occupational Health and Safety Act, as well as a Central Committee that shall include the Union and management co-chairpersons from each site J.O.H.S.C. Terms of Reference and Operating guidelines for all committees shall be established by the Central Committee and shall be in compliance and accordance with the requirements of the Occupational Health and Safety Act.

At least one member from the Brentcliffe Road site, one member from the Russell Street site, one member from the College Street site, two members from the Queen Street site

and one member at large will be certified workers as defined under the Occupational Health and Safety Act. Such certification will be provided by an agency appropriate for the certification of employees who work in health care facilities and will be mutually agreed upon by the parties. Where more than one agency jointly meets the requirements of both parties, cost shall be the deciding factor. Such member will be deemed to be at work while the member is fulfilling the requirements for becoming certified and CAMH shall pay the member for the time spent at the member's regular or premium rate as may be proper.

9.08 PURPOSE

Such committees shall identify potential dangers and hazards; recommend means of improving health and safety programs and actions to be taken to improve conditions related to safety and health.

9.09 ACCESS TO ACCIDENT REPORTS

CAMH shall cooperate and assist the J.O.H.S.C. in fulfilling its' functions. CAMH will provide the J.O.H.S.C. with access to all relevant accident reports, health and safety records and any other appropriate pertinent information in its' possession. The employee's name and medical treatment or diagnosis will only be released if the employee has signed appropriate legal consent forms.

9.10 CO-CHAIRS

As per the Occupational Health and Safety Act, meetings of primary site committees shall be held monthly, or more frequently at the call of the Co-chairs. Each Committee shall maintain minutes, signed by the co-chairs, of all its meetings and make them available for review.

9.11 CENTRAL COMMITTEE MEETINGS

Meetings of the central committee shall be held quarterly or at the call of the co-chairs. The Union shall designate a worker co-chair and management shall designate a co-chair. The Committee shall maintain and make available for review the minutes signed by the co-chairs.

9.12 TIME OFF FOR BARGAINING UNIT MEMBERS

Time off with no loss of pay for bargaining unit members to perform these duties shall be granted.

9.13 ENTITLEMENTS FOR COMMITTEE MEMBERS

A member of a committee is entitled to:

- a) One hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
- b) such time as is necessary to attend meetings of the committee; and

- c) such time as is necessary to carry out inspections and investigations contemplated under subsection 9 (26), 9 (27), and 9 (31) of the Occupational Health and Safety Act R.S.O. 1990 as amended up to and including 1998.

A member of a committee shall be deemed to be at work during the times described above and CAMH shall pay the member for those times at the member's regular or premium rate as may be proper.

9.14 COMPUTER/VDT MONITORS

After each hour of continuous operation of a computer monitor, a computer monitor operator shall be relieved of such duties for a period of approximately five (5) minutes in which she will perform other job-related duties.

9.15 INFECTIOUS DISEASES

- a) Where CAMH identifies high-risk areas where employees are exposed to Hepatitis B, CAMH will provide, at no cost to the employees, a Hepatitis B vaccine.
- b) Where CAMH identifies high-risk exposure areas where employees are potentially in contact with infectious or communicable diseases such as influenza for which there are available protective medications, such medications shall be provided at no cost to employees. CAMH shall approve an implementation protocol and any such medications.
- c) CAMH commits to developing a protocol in consultation with OPSEU and other stakeholders to respond to a serious infectious outbreak.

9.16 PROTECTION FROM VIOLENCE AT WORK

CAMH shall endeavour to take all reasonable measures to protect employees from violence at work.

9.17 CAMH'S RESPONSIBILITY

In consultation with the Union, based on the recommendations of the site specific J.O.H.S.C., CAMH will:

- a) conduct risk assessments, as necessary;
- b) establish a violence prevention policy;
- c) establish work practices and procedures to eliminate or minimize violence;
- d) establish procedures for reporting, investigating and recording of incidents of violence; and
- e) provide information and training to employees on the recognition of potentially violent situations and diffusion of violent situations.

9.18 COMMUNICATION DEVICE FOR FIELD EMPLOYEES

CAMH will provide employees who are required to work alone in the field with an appropriate and effective communication device for summoning assistance.

9.19 EMPLOYEE ASSISTANCE PROGRAM

CAMH recognizes that exposure to work-related stressors can have an adverse effect on the health and well being of employees. To assist in this and other conditions CAMH agrees to maintain an Employee Assistance Program (EAP). The cost of this program and choice of provider shall be borne by the Employer.

ARTICLE 10 - GRIEVANCE & ARBITRATION PROCEDURE

10.01 EMPLOYEE RIGHTS

Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. CAMH agrees that it will not discipline an employee without just cause. Where CAMH deems it necessary to suspend or discharge an employee, CAMH shall notify the Union, in writing, of such suspension or discharge.

10.02 DEFINITION

For the purposes of this Agreement, a grievance is defined as a difference arising between the Union and/or a member of the bargaining unit and CAMH relating to the interpretation, application, administration, or alleged violation of the Agreement. CAMH may file policy grievances against the Union by written notice to the Union President and/or the OPSEU district grievance officer. Grievances of this nature will adhere to the timelines outlined in the Policy Grievance Article of this agreement.

10.03 PROCESS

It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting such complaint. Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance. Failing settlement within seven (7) calendar days following his immediate supervisor's decision in the following manner and sequence:

- a) The employee must submit the grievance through the local Union, signed **by** the grievor and the local Union president, or designate to the Chief Executive Officer (CEO) of CAMH, or designate. The employee may be accompanied, if he so desires, by his Union steward. The grievance shall identify the nature of the grievance; the remedy sought, and should specify the provisions of the Agreement which are alleged to have been violated.
- b) The parties will have a period of up to thirty (30) calendar days from the date the grievance is filed to attempt to resolve the grievance, and in any case, to provide the Union with a formal written response setting out CAMH's position on the matter.
- c) Prior to the initial meeting date being established or during the initial meeting, the parties upon request will provide document disclosure on a without prejudice basis to each other, with the purpose of providing both parties with the opportunity to understand the grievance and to prepare for the resolution meeting(s). The parties will meet twice a month, the dates to be mutually agreed upon.
- d) During the thirty (30) day resolution period referred to in article 10.03(b) the parties will attempt to resolve the matter(s) in dispute through a meeting or series of meetings which shall involve the individuals with authority to resolve the grievance. Either party may refer the grievance to the grievance committee. No

grievance will be discussed without the grievor and manager present. Both the employer and the Union reserve the right to appoint their members and invite informed opinion to provide assistance.

- e) If the parties are unable to resolve the grievance, CAMH will provide the Union with a written response to the grievance by the end of the thirtieth (30th) day following the date of the filing of the grievance.
- f) The Union will then have a period of fourteen (14) calendar days from the date of CAMH's response to determine if the response is acceptable, or will refer the matter to arbitration.
- g) If the grievance is filed by CAMH, the Union will provide a response by the end of the thirtieth (30th) day following the date the grievance was filed. CAMH will have fourteen (14) calendar days from the date of the Union's response to determine if it will accept the Union's response or will refer the matter to arbitration

10.04 POLICY GRIEVANCE

A grievance arising directly between CAMH and the Union concerning the interpretation, application or alleged violation of the agreement shall be originated at the level of the CEO within fourteen (14) calendar days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which she could have instituted herself, and the regular grievance procedure shall not be thereby bypassed. Where the grievance is a CAMH grievance it shall be filed with the Local Union President or designate.

10.05 GROUP GRIEVANCE

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing, through the Local Union, signed by each employee who is grieving and the Local Union President or designate, to the Chief Executive Officer (CEO), or his designate, within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

10.06 DISCHARGE GRIEVANCE

The release of a probationary employee shall not be the subject of a grievance or arbitration.

CAMH agrees that it will not discharge without just cause, an employee who has completed his probationary period. A claim by an employee that he has been unjustly discharged shall be treated as a grievance. Such grievance shall be submitted through the local Union signed by the grievor and the Local Union President, or designate, to the Chief Executive Officer (CEO) of CAMH, or designate within seven (7) calendar days after the date the discharge is effected. Such grievance may be settled by:

- a) confirming CAMH's action in dismissing the employee, or;

- b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or;
- c) any other arrangement which may be deemed just and equitable.

10.07 ARBITRATION

Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as herein provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under the foregoing procedure is given, the grievance shall be deemed to have been abandoned.

10.08 BINDING

All agreements reached under the grievance procedure between the representatives of CAMH, the representatives of the Union and the grievor(s) will be final and binding upon the parties.

10.09 ARBITRATION PROCESS

When either party requests that any matter be submitted to arbitration as provided in this article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.

10.10 ARBITRATOR

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided.

10.11 ARBITRATION EXCLUSION

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

10.12 ARBITRATION BOARD SCOPE

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this agreement, or to alter, modify, add to, or amend any part of this agreement.

10.13 ARBITRATION BOARD RULING

The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).

10.14 ARBITRATION EXPENSES

Each of the parties will bear the expense of its nominee, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.

10.15 TIME LIMITS

The time limits set out in this article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.

10.16 COMMITMENT TO AVOID ARBITRATION

The parties to this agreement wish to encourage the settlement of grievances as soon as is possible and, wherever possible, without resorting to arbitration. For these reasons, the parties shall take advantage of the process for mediation/arbitration wherever possible as provided for in S. 50 of the Labour Relations Act, 1995 (S.O. 1995 as amended) (the "Act"). Notwithstanding the foregoing, either party may determine it is better served to go directly to arbitration. That party shall notify the other in writing.

10.17 "ARBITRATION BOARD" SUBSTITUTION

Where "Arbitration Board" is referred to in the agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

10.18 NOTWITHSTANDING

Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.

ARTICLE 11 - LETTERS OF REPRIMAND AND ACCESS TO FILES

11.01 REMOVAL OF LETTER OF REPRIMAND

Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period.

11.02 ACCESS TO FILE

Each employee shall have reasonable access to his file for the purposes of reviewing any evaluations, letters of counseling or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer. A copy of the above documents will be provided to the employee on request. An employee is entitled to place a written response to letters of counseling in his file.

ARTICLE 12 - SENIORITY AND SERVICE

12.01 PREAMBLE

Employees hired prior to December 13, 1998 shall have their seniority calculated in accordance with Bill 136. Employees hired after December 13, 1998 shall have their seniority calculated as per the following clauses of this Article.

12.02 DEFINITION

Seniority shall be defined as an employee's length of service within the bargaining unit from the most recent date of hire. Service shall be defined as an employee's length of continuous service with CAMH from the most recent date of hire.

12.03 NEWLY HIRED EMPLOYEE

Newly hired employees shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire (450 hours of work for employees whose regular hours of work are other than the standard workday). If retained after the probationary period, the employee shall be credited with seniority from the date of last hire. With the written consent of CAMH, the probationary employee and the President of the Local Union or his designate, such probationary period may be extended.

It is understood and agreed that any extension to the probationary period will not exceed an additional sixty (60) tours (450 hours of work for employees whose regular hours of work are other than the standard work day) worked or such lesser period as may be agreed by the parties.

During the probationary period, the employee shall be entitled to all rights under this Agreement unless specifically amended by this agreement or by the terms dictated by benefit plan carriers. The release of a probationary employee shall not be the subject of a grievance or arbitration.

Permanent employees are not eligible to compete for job vacancies until after their probationary period has been successfully concluded. Contract and Temporary employees can compete for vacancies as found in Article 2 - Employee Definitions.

12.04 MASTER SENIORITY LIST

- a) A CAMH-wide master seniority list and departmental seniority lists will be maintained for the bargaining unit. CAMH shall post such list and provide the Union with a copy, indicating bargaining unit seniority, twice per year.
- b) When a recalculation or correction of an employee's seniority is necessary for reasons other than transfer between full time and part time status, the Employer will inform the employee and the Union in writing of the required changes and the reason prior to the change occurring. If requested by either the employee or the Union, a meeting to discuss the change and rationale will be provided within fourteen (14) calendar days prior to the change occurring.

12.05 PART-TIME EMPLOYEES SENIORITY

Part-time employees shall have their seniority expressed on the basis of hours worked in the bargaining unit.

Notwithstanding the above, seniority and service shall accrue during a pregnancy or parental leave. For purposes of pregnancy and parental leave, seniority and service accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent due to a pregnancy leave and up to a maximum of seventeen (17) weeks and/or the number of weeks the employee is absent due to parental leave up to a maximum of thirty-five (35) weeks, whichever is applicable.

12.06 FULL-TIME EMPLOYEES SENIORITY

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the date of last hire, except as otherwise provided in the collective agreement or previous collective agreements.

12.07 RETENTION OF SENIORITY

Seniority shall be retained by an employee in the event that she is transferred from full-time to part-time or vice versa. For the purposes of the application of seniority under this agreement but not for the purposes of service under any provisions of the agreement, an employee whose status is changed from full-time to part-time shall receive credit for her seniority on the basis of 1650 hours worked for each year of full-time seniority as per Letter of Understanding "A" attached hereto. For the purposes of the application of seniority, under the agreement but not for the purposes of service under any provision of this agreement, an employee whose status is changed from part-time to full-time shall receive credit for her seniority on the basis of one (1) year of seniority for each 1650 hours worked as per Letter of Understanding "A" attached hereto. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

At no time may a part-time employee's seniority pre-date her actual date of hire.

12.08 ABSENCES - FULL TIME EMPLOYEES ONLY

a) Effect of Absence

- (i) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by CAMH, both seniority and service will accrue.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or else where, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly.

In addition, the employee will become responsible for payment of subsidized employee benefits in which he is participating for the period of the absence. The employee may arrange with CAMH to prepay the full

premium of any applicable subsidized benefits in which she is participating during the period of the leave in excess of thirty (30) continuous days to ensure continuing coverage.

It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to disability resulting in WSIB or LTD benefits.

- (ii) Notwithstanding Article a) (i), service and seniority will accrue for a maximum period of seventeen (17) weeks if an employee's absence is due to a pregnancy leave, and for a maximum of thirty-five (35) weeks if an employee's absence is due to a parental leave. In addition CAMH will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave, and for up to thirty-five (35) weeks from the commencement of the leave while the employee is on parental leave, unless the employee indicates that she does not intend to pay her contributions.

- b) CAMH agrees to provide, in response to an employee's request, his service and/or anniversary date.

12.09 BARGAINING UNIT-WIDE BASIS

For the purpose of layoff and recall seniority shall operate on a bargaining unit-wide basis.

12.10 LAY-OFF AND RECALL SENIORITY

Seniority lists for full-time and part-time employees shall be combined except for the purposes of layoff and recall.

12.11 TRANSFER OUTSIDE OF BARGAINING UNIT

An employee who is transferred to a position outside the bargaining unit for a period of greater than four (4) weeks and less than twelve (12) months or such longer period as the parties may agree upon shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within this time period he shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of his return to the bargaining unit. Union dues will not be deducted for the period of time an employee is outside the bargaining unit under this Article.

12.12 LOSS OF SENIORITY

An employee shall lose all service and seniority and shall be deemed to have terminated if he:

- a) leaves of his own accord;

- b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- c) has been laid off without recall for twenty-four (24) months;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying CAMH of absence and providing a reason satisfactory to CAMH;
- e) fails to return to work (subject to the provisions of (d)) upon termination of an authorized leave of absence without a satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted;
- f) fails, upon being notified of a recall, to signify his intention to return to work within ten (10) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of CAMH and fails to report for work within ten (10) calendar days after he has acknowledged his intention to return to work or such further period of time as may be agreed upon by the parties;
- g) retires or reaches age 65 and has their employment subsequently discontinued as per the retirement policy.

If an extension is granted to an employee who has reached the age of 65 in the event of layoff, entitlements to bumping rights do not apply.

ARTICLE 13 – LAYOFF AND RECALL/EMPLOYMENT STABILITY

13.01 LABOUR ADJUSTMENT PLAN

Where applicable the Human Resources Labour Adjustment Plan will take precedence over the provisions of this Article.

13.02 ATTRITION

It is understood that attrition can be used effectively as a redeployment strategy. The Employer agrees that, where possible, it will utilize attrition as a means of reducing the workforce.

13.03 LONG TERM PERMANENT LAYOFF

CAMH and the Union agree to work jointly to minimize any adverse effects of a long term or permanent layoff (greater than thirteen (13) weeks duration) on employees, and maximize creative approaches that meet the interests of both CAMH and the employees. Accordingly, in the event of such a layoff CAMH shall:

- a) provide the Union with no less than 5 months notice;
- b) commencing at the time that notice is given to the Union, within thirty (30) days, and prior to giving written notice to the employees, jointly evaluate, plan and review:
 - (i) the reason causing the layoff;
 - (ii) the service CAMH will undertake after the layoff;
 - (iii) how CAMH intends to effect the lay-off, including areas where layoffs will occur, and which employees will be laid off;
 - (iv) ways CAMH can assist employees to find alternate employment; and
 - (v) ways and means of avoiding or minimizing the impact, including:
 - identifying and reviewing possible alternatives to any action that CAMH may propose taking;
 - identifying and reviewing ways to address on-the-job retraining needs of employees;
 - identifying vacant positions within CAMH for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period;
 - identifying contracting in opportunities; and
 - mapping bumping options for affected employees, to the extent possible.

To allow the Labour Management Committee to carry out its mandated role under this Article, CAMH will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.

13.04 IMPLEMENTATION

Any agreement between CAMH and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.

13.05 PROCESS

In the event of a layoff, employees shall be laid off in the reverse order of seniority in their classification provided that employees who remain on the job have the qualifications and ability to perform the work.

Employees shall be entitled to 4 months written notice of permanent or long-term layoff. To assist in this process layoff notices will contain, where possible, specific information on bumping options. It is further agreed that notice to the Union and the employees may run concurrently.

After receipt of such written notice, affected employees will have a period of up to ten (10) calendar days to indicate to CAMH their choice of options as outlined below. CAMH agrees to meet with the affected employee(s) within ten (10) calendar days after it has received written notification of the employee's choice of entitlement, in order to verify his/her choice or to discuss alternatives.

13.06 ENTITLEMENTS

An employee hired before the date of ratification of this agreement, who is subject to permanent or long-term layoff shall have the following entitlements:

- a) accept the layoff and be placed on a recall list for twenty-four **(24)** months from the date the actual layoff begins;
- b) accept the layoff, and thereafter, at the Centre's option, receive pay in-lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if he/she were at work, and that his/her layoff will be deemed to have commenced at the end of the notice period;
- c) transfer to a vacant position provided he or she is qualified and able to perform the work;
- d) the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in her own or identical paying classification whose job she is able to perform at her home site.
- e) if the employee cannot displace an employee in (d) above she may displace an employee in her own classification or an identical paying classification who has lesser bargaining unit seniority and who is the least senior employee whose job she is able to perform at all other sites.
- f) if the employee cannot displace an employee in her own or an identical paying classification the employee may displace an employee who has lesser bargaining

unit seniority and who is the least senior employee in a lower paying classification whose work she is able to perform at her home site.

- g) if the employee cannot displace an employee at her home site she may displace an employee in a lower paying classification who has lesser bargaining unit seniority and who is the least senior employee whose job she is able to perform at all other sites.

An employee hired the date of ratification of this agreement or later, who is subject to permanent or long-term layoff shall have the following entitlements:

- a) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins;
- b) accept the layoff, and thereafter, at the Centre's option, receive pay in-lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if he/she were at work, and that his/her layoff will be deemed to have commenced at the end of the notice period;
- c) transfer to a vacant position provided he or she is qualified and able to perform the work;
- d) the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in her own or identical paying classification whose job she is able to perform
- e) if the employee cannot displace an employee in (d) above she may displace an employee in a lower paying classification who has lesser bargaining unit seniority and who is the least senior employee in that group whose job she is able to perform

13.07 SHORT TERM LAYOFF

In the event of a proposed short-term layoff that is less than thirteen (13) weeks, CAMH shall provide to the Union and to the affected employees no less than thirty (30) calendar days notice. In giving such notice CAMH will indicate to the Union the reasons causing the layoff and the anticipated duration of the layoff. It is agreed and understood that Regulation 327, Section 7 of the Employment Standards Act applies. It is further agreed that notice to the Union and the employees may run concurrently. An employee who is subject to layoff for a period not greater than thirteen weeks shall have the following entitlements:

- a) accept the layoff and be placed on a recall list for twenty-four (24) months. During this period of layoff the employee may elect to receive some or all of his/her earned vacation credits up to a maximum of the period of the layoff. It is understood that his/her vacation bank and entitlement will be appropriately reduced for that vacation year; or
- b) displace an employee within his or her classification who has lesser bargaining unit seniority and who is the least senior employee within his or her classification,

if the employee originally subject to layoff can perform the duties of the least senior employee in his or her classification without training other than orientation;

- c) if the employee cannot displace an employee in (b), the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification, if the employee originally subject to layoff can perform the duties of the least senior employee in a lower or identical pay classification without training other than orientation.

13.08 SHIFT CANCELLATION

Where an employee has her shift cancelled, the employee shall not be entitled to displace another employee.

13.09 LOWER PAYING CLASSIFICATION

An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level he would have achieved in the lower classification based on his service and experience with CAMH. Notwithstanding the above such placement on the grid will not take place until what would have been the end of the employee's notice period regardless of when she actually assumed the duties of her new position.

13.10 RECALL

An employee shall have opportunity of recall from a lay-off to an available opening, in his or her former classification, or an equal or lower paying classification than the one from which the employee was originally laid off, in order of seniority, provided she has the qualifications and ability to perform the work, before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority she had at the time of the layoff.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, CAMH shall not act in an arbitrary or unfair manner.

13.11 LENGTH OF RECALL PERIOD

An employee recalled to work in a different classification from which he was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the position/classification he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff provided the employee remains qualified and able to perform the duties of his former position.

13.12 NOTIFICATION OF RECALL OPPORTUNITIES

CAMH shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with CAMH (which notification shall be deemed to be received on the fifth (5th) day following the date of mailing). The notification shall state the job to which the employee is being recalled and the date and time at which the employee shall report for

work. The employee is solely responsible for her proper address being on record with CAMH.

13.13 ON THE JOB TRAINING

Where there is an available opening which has not been filled in accordance with Article 15, an employee who has either accepted a layoff or is under notice of layoff and is unable to displace any other employee will be given an opportunity for on-the-job retraining of up to six (6) months, subject to the staffing requirements of CAMH, if, with the benefit of such retraining, the employee could reasonably be expected to obtain the qualifications and/or ability to perform the work. Such opportunities will be provided in order of seniority. During the period of on-the-job retraining the recall period will continue to apply from the original date of layoff and will not be extended. If, following the period of on-the-job retraining, the employee has not obtained the qualifications and ability to perform the work; the employee will be returned to the recall list in accordance with Article 13.

13.14 PREFERENCE FOR TEMPORARY VACANCIES

Employees on the recall list shall be given preference for temporary vacancies and ad hoc shifts. An employee will not accumulate service and seniority while working such shifts. Where an employee is recalled pursuant to Article 12 she will receive credit for service and seniority for shifts worked under this provision. Acceptance of any shifts offered under this Article shall be on a voluntary basis.

13.15 CONTINUANCE OF INSURED BENEFITS

In the event of a layoff of an employee, CAMH shall pay its share of insured benefits premiums for the duration of the agreed upon notice period provided for in Article 13.

If an employee elects salary continuance as their method of severance payment, they will remain eligible for Extended Health, Dental, Pension and Group Life Insurance for the duration of the severance period.

An employee who remains on the recall list may continue to pay the full premium cost of a benefit or benefits up to six (6) months following the end of the month in which the layoff occurs, save and except for Long Term Disability. Such payment shall be made through the payroll office of CAMH provided that the employee informs CAMH of her intent to do so at the time of layoff, and arranges with CAMH the appropriate payment schedule.

13.16 VOLUNTARY EXIT OPTION

Before issuing notice of long term layoff pursuant to Article 13 CAMH will offer voluntary exit options to a sufficient number of employees in the same classification in order of seniority to the extent that the maximum number of employees in either full time or part time status who elect a voluntary exit option is equivalent to the number of employees who would otherwise be subject to layoff under Article 13.

An employee who elects a voluntary exit option shall receive following completion of the last day of work, a voluntary exit option of two (2) weeks salary for each year of service, to a maximum ceiling of fifty-two (52) weeks pay.

13.17 SEPARATION ALLOWANCE

Where an employee resigns and his or her resignation takes effect within one (1) month after receiving a layoff notice, he or she shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service with CAMH, or any of its predecessor employers to a maximum of twenty (20) weeks pay. On production of receipts from an approved educational program within twelve (12) months of resignation, the employee shall be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000).

Where an employee resigns later than one (1) month after receiving a layoff notice he or she shall be entitled to a separation allowance of four (4) week's salary. On production of receipts from an approved educational program within twelve (12) months of resignation, the employee shall be reimbursed for tuition fee up to a maximum of one thousand, two hundred and fifty dollars (\$1,250).

13.18 LAYOFF BY PART-TIME STAFF

No full time employee within the bargaining unit shall be laid off by reason of her duties being assigned to one or more part time employees.

ARTICLE 14 –TECHNOLOGICAL CHANGE

CAMH undertakes to notify the Union as far in advance as possible, and in any event no less than three (3) months, of any technological changes which CAMH has decided to introduce, which will significantly change the employment status of members of the bargaining unit.

CAMH agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, on employees concerned.

Where new or greater skills are required than are already possessed by individual employees under the present methods of operation, such employees shall be given a period of training during which they may perfect or acquire the skills necessitated by the new method of operation. CAMH will assume the cost of tuition and travel if required. There shall be no reduction in wage or salary rates during the training of such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

ARTICLE 15 – JOB POSTING, PROMOTION, AND TRANSFER

15.01 POSTING DEFINITION

Where a vacancy exists, or where CAMH creates a new position in the bargaining unit, such vacancy shall be posted for a period of ten (10) calendar days. Applications for such vacancies shall be made in writing within the ten (10) day period referenced herein. Notwithstanding the above, CAMH may fill at its own discretion vacancies caused by:

- a) illness;
- b) accident;
- c) pregnancy and parental leaves of absence;
- d) leave of absence not expected to exceed twelve (12) months;
- e) vacation;
- f) specific tasks not expected to exceed twelve (12) months.

In filling such temporary vacancies, CAMH shall consider employees who have expressed an interest, in writing, in filling such vacancies, on the basis of the selection criteria as set out in Article 15.03.

Employees selected to fill such temporary vacancies agree not to apply for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to his former position. Such employees shall continue to accrue seniority while filling a temporary vacancy.

Employees newly hired to fill such temporary vacancy will not accrue seniority during the filling of such vacancy. If such employees successfully post into a permanent position within the bargaining unit, prior to the end of the non-posted vacancy, they will be credited with seniority from their last date of hire. The release or discharge of such employee at the completion of the temporary vacancy shall not be the subject of a grievance or arbitration.

15.02 INFORMATIONAL POSTING

Notices of vacancies referred to in 15.01 shall include, for informational purposes: initial location, department, classification, qualifications, and salary range. Such qualifications may not be established in an arbitrary manner. A copy of the posted notice will be sent to the local President or designate upon posting.

15.03 FILLING POSTED VACANCIES

In filling posted vacancies the selection shall be made based on skill, ability, experience, and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.

15.04 SUCCESSFUL APPLICANT

The name of the successful applicant will be posted and a copy sent to the local President or designate.

15.05 UNSUCCESSFUL APPLICANT

CAMH agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.

15.06 PROMOTION AND TRANSFER OF STAFF

In matters of promotion and staff transfer a successful bargaining unit applicant shall be allowed a trial period of up to thirty (30) days (225 hours for employees whose regular hours of work are other than the standard work day) worked during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by CAMH, to the position formerly occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed. If the employee is returned to her former position she shall be informed of the reasons for such return.

15.07 TEMPORARY AND POSTED VACANCIES

(a) Employees in the bargaining unit selected to fill temporary vacancies need not be considered for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to her former position.

(b) An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from his date of selection.

15.08 EXTERNAL ADVERTISING

CAMH agrees that no external advertising for any positions will occur until all internal applications have been considered and it has been determined that none are qualified.

15.09 PROMOTION

Promotion occurs when the incumbent of a position is assigned to another position in a class with a higher maximum salary than the class of his or her former position.

15.10 PROMOTION TO HIGHER RATED CLASSIFICATION

An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted). The employee's anniversary date shall remain unchanged.

13.11 DEVELOPMENT OPPORTUNITY

From time to time the job duties or scope of a bargaining unit position(s) may change in such a way as to represent a developmental opportunity, a specialization, or a broadening of duties for a limited number of employees within a department (or appropriate work unit), without increasing the complement of employees in the department.

When this occurs, CAMH shall post this opportunity in the form of an information notice in the relevant department(s) for a period of at least seven (7) calendar days. A copy of the posted notice will be sent to the Local President or designate within the aforementioned seven (7) calendar days. Employees wishing consideration for these opportunities must express their interest, in writing, within the seven (7) day period referenced herein.

CAMH shall consider employees for these opportunities on the basis of skill, ability, relevant qualifications and seniority. In the event that an employee is accepted for a temporary transfer the supervisor/manager must agree to the temporary transfer prior to the finalization of conditions. Notwithstanding the above, the final decision for selection will be at the discretion of CAMH and will not be done in an arbitrary, bad faith or discriminatory manner.

If requested, CAMH will discuss with unsuccessful applicants reasons why they were not chosen for the opportunity.

15.12 NON-BARGAINING ASSIGNMENT

When an employee is temporarily assigned to a non-bargaining unit position for a period of four (4) weeks or less, he or she shall continue to pay dues to OPSEU and continue to be covered by the Collective Agreement for the entire term of the temporary assignment. It is understood that an employee on a short-term temporary assignment will not be assigned the responsibilities of hiring, discharging, disciplining or evaluating any employees.

15.13 SECONDMENT APPROVAL

In the event that an employee is being considered for a secondment their supervisor/manager must agree to the terms of that secondment prior to the finalization of conditions and will not be done in an arbitrary, bad faith or discriminatory manner. The maximum period of time an employee may be seconded is one calendar year.

ARTICLE 16 – LEAVES OF ABSENCE

16.01 LEAVE WITHOUT PAY

Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Department or Program Head or designate. Such requests are to be submitted as far in advance as possible and a written reply will be given. Such leave shall not be unreasonably withheld.

16.02 UNION BUSINESS

CAMH shall endeavour to grant a leave of absence without pay but with no loss of credits for any member of the bargaining unit for the purpose of attending conferences, schools, seminars, conventions or other such activities related to the Union where CAMH is provided with no less than fourteen (14) calendar days notice of such absence. Failure to provide such notice may result in the request being denied. If a difficulty arises with respect to the granting of any particular request the Union may meet with the Executive Director of Human Resources to attempt to resolve any staffing difficulty that may have arisen in connection with such a request.

a) Union Position Leave – Full Time

When an employee is elected as the Union's President or First Vice-president (Provincially) the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.

b) Executive Board Member

Where an individual of the bargaining units represented centrally by OPSEU is elected or appointed as an Executive Board Member, Executive Officer, member of the central negotiating committee, member of Hospital Health Care Professionals Division Executive/Hospital Health Care Support Division Executive or as a Membership Development Trainee, such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. CAMH will be provided with as much notice as possible and in any event no less than fourteen (14) calendar day's notice. Such positions shall be limited to two (2) members from a Department with no more than one individual from within a section/division within a Department.

c) CAMH Payment For Union Leave

For leaves of absence without pay for Union business under the terms of this Agreement, including unpaid leave for members of the Central Negotiating Team, the employee's salary, and applicable benefits will be maintained by CAMH and the Union will reimburse CAMH for the cost of salary and benefits. CAMH will bill the Union and the Union will reimburse CAMH within a reasonable period of time. In addition, there shall be no loss of seniority during such leaves of absence.

Employees who have been designated by the Union as members of their Local Bargaining Team will be granted a paid leave of absence for such time as required for direct negotiations with the employer up to and including arbitration. In addition, there shall be no loss of seniority during such leaves of absence.

16.03 BEREAVEMENT LEAVE

An employee shall be allowed a leave of three (3) consecutively scheduled working days leave of absence without loss of regular pay from regularly scheduled hours within the seven day calendar period commencing with the day of death to attend a funeral, memorial service (or equivalent), in the event of the death of his or her spouse, mother, father, step-parent, mother-in-law, father-in-law, son, daughter, step-child, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandparent-in-law, grandchild, guardian, ward, aunt, uncle, niece or nephew. "Spouse" for the purposes of bereavement leave will include a partner of the same sex.

CAMH, in its discretion, shall extend such leave with or without pay. Furthermore, where an employee does not qualify under the above noted conditions, CAMH may, nonetheless, grant a paid bereavement leave.

16.04 JURY AND WITNESS DUTY

a) Jury and Witness Duty - All Employees

If an employee is requested to serve as a juror in any court of law or is required by subpoena to attend as a witness in a court proceeding in which the Crown is a party, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to work on the day of such duty, provided that the employee:

- i. informs the Employer immediately upon being notified that the employee will be required to attend court or the coroner's inquest;
- ii. presents proof of service requiring the employee's attendance; and
- iii. promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

b) Court of Law/Coroner's Inquest - Full Time Employees

Where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest, in connection with a case arising from the employee's duties at CAMH, on his regularly scheduled day off or during his regularly scheduled vacation, CAMH will attempt to reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay. If CAMH fails to reschedule such employees, CAMH shall arrange lieu time off work for all days the employees would otherwise be off work had it not been for the attendance at Court or the Coroner's Inquest.

c) Court of Law/Coroner's Inquest - Part Time Employees

Where a part-time employee is required by subpoena to attend a court of law or Coroner's inquest, in connection with a case arising from the employee's duties at

CAMH, on his regularly scheduled day off, he shall receive regular pay as if he had been scheduled to work the day.

16.05 PREGNANCY AND PARENTAL LEAVE

a) Pregnancy Leave

The leave of absence shall be in accordance with the provisions of the Employment Standards Act, 2000 except where amended in this agreement. Effective on confirmation by the Employment Insurance Commission, of the appropriateness of CAMH's Supplemental Unemployment Benefit (SUB) plan and retroactive to date of confirmation by the Employment Insurance Commission, an employee who is on pregnancy leave as provided under this agreement and who is in receipt of Employment Insurance Parental Benefits pursuant to section 22 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. Such payments shall be contingent upon providing to CAMH proof that she is in receipt of employment insurance benefits pursuant to the Employment Insurance Act, (Canada). In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (i) for the first two (2) weeks, payments equivalent to eighty-four percent (84%) of the actual weekly rate of pay for her regular classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave or prior to accepting a temporary move in accordance with this Article; and
- (ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and eighty-four percent (**84%**) of the actual weekly rate of pay for her regular classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave or prior to commencement of a temporary reassignment in accordance with this Article.

The employee does not have any vested rights except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

b) Transfer of Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave provisions.

c) Parental Leave

Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, 2000, except where amended in this agreement. Effective on confirmation by the Employment Insurance Commission, of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan and retroactive to date of confirmation by the employment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Employment

Insurance Parental Benefits pursuant to section 22 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. Such payments shall be contingent upon providing to CAMH proof that he or she is in receipt of employment insurance benefits pursuant to the Employment Insurance Act, (Canada). In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (i) for the first two (2) weeks, payments equivalent to eighty-four percent (84%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave.
- (ii) up to a maximum of thirty-three (33) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and eighty-four percent (84%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave.
- (iii) where the employee provides proof that he or she is receiving an additional five (5) weeks of Employment Insurance because of a physical, psychological or emotional condition of the child requiring longer parental care, then the employee will also receive an additional five (5) weeks of supplement as provided for in (b) above,
- (iv) The employee does not have any vested rights except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (v) effective January 1, 2001 or at such time as EI benefits are extended for an additional seventeen (17) weeks of parental leave, the employee shall be entitled to receive the SUB top-up for the additional weeks as legislated.

An employee upon written notice to CAMH at least four (4) weeks before she is scheduled to return from parental leave may extend the parental leave by an additional 17 weeks. It is understood that during any such extension of the parental leave, credit for service and seniority shall be suspended during such leave and the employee's anniversary date adjusted accordingly. In addition the employee will become responsible for full payment of subsidized employee benefits in which he or she is participating for the period of the absence.

d) A permanent employee shall be reinstated to his or her former position unless that position has been discontinued, in which case the affected employee shall be given a comparable job with no loss of pay and benefits at his or her pre-leave rate of pay, including any and all increments and or wage increases. Article 13 (Layoff and Recall) and seniority will apply if bumping is required.

16.06 EDUCATION LEAVE

- a) Where CAMH directs and the employee agrees to take an educational course to upgrade or acquire new employment qualifications such employees shall not lose regular pay because of necessary absence from work due to participation in such course. CAMH shall pay the full cost of the course in advance. The employee may apply to CAMH for a reasonable advance to cover additional costs associated with the course.
- b) Leave of absence of up to one (1) day without loss of pay shall be granted to allow employees time to write examinations for courses approved by CAMH. Employees shall advise CAMH four (4) weeks in advance in writing of the time, place and approximate duration of the examination for which time off is being requested.

16.07 FAMILY MEDICAL LEAVE

- a) Family Medical Leave is a leave of absence without pay for a period of up to eight (8) weeks to provide care and support to the following who has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks:
- the employee's spouse (including same-sex spouse);
 - a parent, step-parent, or foster parent of the employee; or
 - a child, step-child or foster child of the employee or the employee's spouse.
- b) The leave of absence shall be forwarded to the manager and shall be in accordance with the provisions of the Employment Standards Act, 2000.
- c) For full time employee, seniority shall continue to accrue during family medical leave. The employee shall continue to earn paid vacation and sick leave credits for the entire duration of the absence.
- d) In the case of part time employees, seniority shall continue to accrue during family medical leave. Weekly service and seniority shall be calculated by adding up the hours worked in the twenty (20) week period immediately prior to the leave and dividing this total by twenty (20). Upon return to employment, absence on family medical leave shall be considered as service for the purpose of entitlement to increased vacation pay and annual increment.
- e) During the employee's family medical leave, the employee shall continue to participate in the Pension Plan and staff benefit plans she is enrolled in immediately prior to commencing her leave unless she gives the Employer four (4) weeks advance written notice before her leave is to commence that she elects not to do so.
- f) When an employee continues to participate in the insured benefit plans and/or Pension Plan, the Employer shall continue to pay its share of premiums for insured benefit plans and/or pension contributions on behalf of the employee provided that the employee continues to pay her share of premiums applicable to insured benefit plans and/or pension contributions. The employee shall either prepay her share of premiums and/or pension contributions or provide the Employer with post-dated cheques prior to the commencement of the leave.

g) **An** employee returning from family medical leave shall be paid at the same step in the pay scale attained prior to going on such leave of absence. Should an anniversary increment fall during such leave of absence, the employee shall receive an anniversary increment upon return to employment.

h) In the event that employees are newly hired to replace employees who are on the approved family medical leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer, the employee shall be credited with seniority from date of hire subject to successfully completing her probationary period.

ARTICLE 17 – SICK LEAVE/SHORT TERM DISABILITY AND LONG TERM DISABILITY FULL-TIME EMPLOYEES ONLY

17.01 SICK DAY ACCUMULATION

Sick days will be earned at a rate of three-quarters (3/4) of a day per month of paid service credited on a monthly basis to a maximum of nine (9) days per year. The sick days will be used for disability absences. Sick day banks will not be paid out on termination of employment, however sick days can be accumulated over a three (3) year period to a maximum of twenty-seven (27) days.

17.02 SHORT-TERM DISABILITY

A Short Term Disability plan will be payable on the first day for accident or hospitalization and on the sixth (6th) day for illness. However, the employee may elect to utilize sick days during the first nine (9) days for benefits to begin on the tenth (10th) day. The benefits shall be seventy percent (70%) of the weekly earnings for a maximum of twenty-six (26) weeks.

CAMH will pay an employee their regular entitlement for all statutory holidays that fall within the five-day (5-day) qualifying period for Short Term Disability, These days will not be counted as sick leave and will not be charged against an employees' accumulated sick leave bank.

17.03 LONG-TERM DISABILITY

A Long Term Disability plan will be payable after twenty-six (26) weeks of disability at sixty-six and two-thirds percent (66 2/3 %) of earnings.

-ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.01 WORK WEEK AND WORK DAY/OVERTIME

The normal or standard workday will be seven (7) or seven and one half (7 ½) hours as determined by CAMH. The normal or standard workday will be contained within a seven and one half (7 ½) or eight (8) hour shift as applicable. The normal or standard workweek will be thirty-five (35) or thirty-seven and one half (37 ½) hours as determined by CAMH.

The applicable hours of work for each classification and service shall be as set out in this collective agreement. CAMH agrees to notify the Union regarding the hours of work for new classifications.

Where CAMH and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to tours beyond the normal standard work day in accordance with the provisions set out in Article 27 (Model Scheduling) of the Collective Agreement.

In the assignment of overtime, CAMH agrees to develop, with the Union, methods of distributing overtime that are fair and equitable after having ensured that all its operational requirements are met. These methods will ensure that overtime is distributed within the department/program first before being offered to other employees.

18.02 REST PERIODS

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each half shift.

18.03 OVERTIME DEFINITION

Overtime shall be defined as being all hours worked in excess of the normal or standard workday or in excess of the normal or standard workweek. The length of time over which hours of work per week are to be averaged is one pay period. The overtime rate shall be one-and-one-half (1 ½) times the regular straight time hourly rate of pay.

18.04 OVERTIME/CALL BACK ACCUMULATION – FULL TIME EMPLOYEES ONLY

Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to paid holidays) or has accumulated hours for Call Back up to a maximum, then such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where applicable rate is one and one-half times, then time off shall be at one and one-half times). Where an employee chooses the latter option, such time off must be taken within four (4) months or payment in accordance with the former option shall be made. Further, such time off must be taken at a time mutually agreeable to CAMH and employee. The maximum for purposes of overtime/call back accumulation shall be five (5) days and the scheduling of time off shall be determined by the employee and their supervisor.

18.05 MISSED MEAL BREAK

a) Full Time Employees

If an employee is authorized to work during the lunch break, due to the requirements of patient care, he will be paid time and one-half (1 ½) his regular straight time hourly rate for all time worked in excess of his normal daily hours.

An employee who is required to remain available by pager or other communication device during their meal break shall be entitled to stand-by pay as found in Article 19 (Premium Payments/Transportation/Meal Allowance) of this agreement.

b) Part Time Employees

If an employee is authorized to work during the lunch break, due to the requirements of patient care, he will be paid his regular straight time hourly rate for all hours worked. Notwithstanding this provision, he will be paid time and one-half (1½) his regular straight time rate in excess of his normal or standard workday.

An employee who is required to remain available by pager or other communication device during their meal break shall be entitled to stand-by pay as found in Article 19 (Premium Payments/Transportation/Meal Allowance) of this agreement.

18.06 DAYS OFF

a) Full Time Employees

There shall be two (2) consecutive days off per week, which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and CAMH.

b) Part Time Employees

There shall be four (4) days off per pay period unless otherwise agreed between the employee and CAMH.

18.07 REPORT TIME

It is agreed that at the change of shifts nursing staff and other professions required to give patient report will remain on duty for sufficient period of time to give patient condition report. Should this time exceed fifteen (15) minutes overtime premium will apply.

18.08 SCHEDULING PART TIME AND CASUAL EMPLOYEES

The Employer agrees to ensure that available hours of work will be distributed in a fair and equitable manner to part time and casual employees.

ARTICLE 19 – PREMIUM PAYMENTS/TRANSPORTATION/MEAL ALLOWANCE

19.01 STANDBY TIME/ON-CALL

An employee required to standby and remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of three dollars (\$3.00) per hour of standby time. Where such standby falls on any of the designated holidays listed in the Collective Agreement, the employee shall be paid at a rate of three dollars and fifty cents (\$3.50) per hour of standby time. Hours worked for call-back shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of \$5.00 for each eight (8) hour period on standby even if called back to work. Employees on standby/call back outside of regular working hours must make themselves available at all times to receive a call and immediately thereafter return to the workplace if necessary.

19.02 CALL BACK/TELEPHONE CONSULTATION

a) Call Back

An employee who is called to work after leaving CAMH's premises and outside of his regular scheduled hours, shall be paid a minimum of no less than two (2) hours' pay at time and one-half (1 ½) his regular straight time hourly rate for work performed on each call-in. In the event that such two (2) hour period overlaps and extends into his regular shift he will receive the two (2) hour guarantee payment at time and one half (1 ½) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving CAMH's premises referred to above will not be applicable where an employee remains in CAMH on standby arrangement with CAMH.

b) Telephone Consultation

An employee who is required to remain available for duty on standby outside his/her regularly scheduled working hours shall receive standby pay in accordance with the applicable articles in their collective agreement. When the response from such employee on standby to telephone calls from patients or the Hospital does not necessitate travel, the employee shall be paid one and one-half times (1.5) the base rate for a minimum of thirty (30) minutes or for the duration of the call (whichever is greater). The employee shall keep a log of all calls and submit it to her/his immediate supervisor. The employee cannot receive pay for other calls received during the same thirty-minute (30-minute) interval. However, if the employee must travel, she/he shall be paid in accordance with Article 19.06 (Transportation Allowance). The employee cannot receive pay for other calls received while traveling.

19.03 SHIFT PREMIUM

An employee shall be paid a shift premium of one dollar and ten cents (\$1.10) per hour for each hour worked which falls within the normal hours of the evening shift and one dollar and thirty-five cents (\$1.35) per each hour worked which falls within the normal hours of the night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premium will not form part of the employee's straight time hourly rate. Each Department will define the hours of work that constitute a day shift, evening shift and night shift, it being understood that for the purposes of this article that each shift shall be of equal length.

19.04 WEEKEND PREMIUM

An employee shall be paid a weekend premium of one dollar and forty-five cents (\$1.45) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other 48 hour period that CAMH may establish.

19.05 MEAL ALLOWANCE

An employee who continues to work more than two (2) hours of overtime immediately following his scheduled hours of work, shall be provided with a meal voucher valued at a maximum of four dollars (\$4.00) or four dollars (\$4.00) if CAMH is unable to provide a meal voucher.

19.06 TRANSPORTATION ALLOWANCE

When an employee is required to travel to CAMH, or to return to his home, as a result of being called back to work outside of his regularly scheduled hours, CAMH will pay transportation costs either by taxi or by his own vehicle at the rate of forty cents (\$0.40) per kilometre. The employee will provide to CAMH satisfactory proof of payment of such taxi fare.

CAMH agrees to provide disability-parking spaces per site as per the legislation for its employees with disabilities.

Employee vehicles will not be used to transport clients.

19.07 RESPONSIBILITY PAY

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in or out of the bargaining unit, for one full shift or more, he shall be paid a premium equal to the greater of his next or last increment in his salary range for the duration of the assignment.

19.08 TIME OFF BETWEEN SHIFTS (SHIFT SCHEDULES)

- a) Shift schedules shall be posted at least four (4) weeks in advance
- b) Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time-and-one-half (1 ½) for those hours that fall within the twelve (12) hour period.
- c) There shall be no split shifts unless agreed upon by the parties on a case-by-case basis.

19.09 CHANGE OF SCHEDULE

a) Full Time Employees

Where an employee's schedule is changed by CAMH with less than forty-eight **(48)** hours notice, she shall receive time and one-half (1 ½) of her regular straight time rate for all hours worked on her next shift.

b) Part Time Employees

Where an employee's schedule is changed by CAMH with less than twenty-four **(24)** hours notice, she shall receive time and one-half (1 ½) of her regular straight time rate for all hours worked on her next shift.

19.10 NO PYRAMIDING

Premium payment (including both overtime and holiday premium payment) shall be calculated and paid under one provision of this Agreement only, even though hours worked may be premium payment hours under more than one provision. In such circumstances the highest premium will be applied. The provision of this clause will not negate any entitlement to shift premium, callback, standby, or weekend premium.

ARTICLE 20 - PAID HOLIDAYS

20.01 STATUTORY DAYS

a) Full Time Employees

An employee shall be entitled to the following paid holidays each year:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Boxing Day	Christmas Day
2 Float Days	

A float day is not a premium day.

b) Part Time Employees

Part-time employees who work on any of the ten (10) non-float paid holidays shall be entitled to premium pay as determined in this agreement.

20.02 LIEU TIME FOR STAT DAYS

When any of the above holidays coincides with an employee's scheduled day off and she does not work on that day, the employee shall be entitled to receive an additional day off with pay. Such day will be taken at a mutually agreeable time within six (6) months. Failing agreement such time will be paid out at the rate it was earned.

20.03 OVERTIME PREMIUMS

a) Full Time Employees

An employee scheduled to work on any of the foregoing holidays shall be paid at the rate of time and one half (1 ½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday except that where an employee is required to work overtime on such a shift, she shall be paid at the rate of two (2) times her regular straight time hourly rate. In addition the employee will receive a lieu day off with pay, such day to be taken at a mutually agreeable time within six (6) months. Failing agreement such time will be paid out at the rate it was earned.

b) Part Time Employees

An employee scheduled to work on any of the foregoing holidays shall be paid at the rate of time and one half (1 ½) the employee's regular straight time hourly rate of pay for all hours worked on such holiday except that where an employee is required to work overtime on such a shift, she shall be paid at the rate of two (2) times her regular straight time hourly rate.

20.04 SICK PAY ON STAT DAYS- FULL TIME ONLY

An employee who qualifies to receive pay for any holiday will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay in respect of the same day.

20.05 ELIGIBILITY FOR STAT

Employees shall qualify for holiday pay provided they have worked their last scheduled work day or shift immediately prior to the holiday and their first scheduled work day or shift immediately after the holiday, unless they have been excused from doing so by CAMH or, in cases of absence due to sickness or accident, confirmed by a medical certificate if requested.

The employer will not be responsible to pay for any statutory holiday payments which occur within the time period for which its insurance carrier is responsible for payment.

20.06 ELIGIBILITY FOR WEEKEND STAT

Should a holiday fall on a Saturday or a Sunday, the Monday following this holiday or, in some cases the previous Friday will be recognized as the holiday. Only those employees who work on the actual holiday (as opposed to the designated day) will receive the applicable premium payment and/or lieu days.

20.07 IDENTIFIED RELIGIOUS HOLIDAYS

Employees who celebrate identified religious holidays other than those in Article 20.01 above are entitled to:

- a) a float day as per Article 20.01;
- b) an unpaid personal leave;
- c) use accrued vacation time or lieu time.

20.08 VACATION AND PAID HOLIDAYS

If a paid holiday falls during an employee's vacation, or on an employee's regular day off, the employee will receive an additional day off with pay, to be taken at a mutually agreeable time arranged between the employee and her supervisor.

20.09 NEW HIRE- FLOAT DAY ELIGIBILITY

In the first year of employment an employee who commences work prior to June 30th in the calendar year shall be entitled to two float holidays. An employee, who commences employment July 1st or after, shall be entitled to one float holiday.

ARTICLE 21 -VACATIONS AND VACATION CREDITS

21.01 VACATION CREDITS

A full-time employee (including full-time temporary and contract employees) shall earn vacation credits at the following rates:

- a) One and one-quarter ($1\frac{1}{4}$) days per month (3 weeks per year) during the first three (3) years of continuous service;
- b) One and two-thirds ($1\frac{2}{3}$) days per month (4 weeks per year) after three years of continuous service until the completion of fifteen (15) years of continuous service;
- c) Two and one-twelfth ($2\frac{1}{12}$) days per month (5 weeks per year) after fifteen (15) of continuous service until the completion of twenty-two (22) years of service;
- d) Two and one-half days ($2\frac{1}{2}$) per month (6 weeks per year) after twenty-two (22) years of continuous service.
- e) Employees who prior to the signing of this collective agreement achieved vacation entitlement which is greater than that outlined herein will be allowed to retain such earned vacation entitlement.
- f) All employees with thirty (30) years of service shall receive five (5) days extra vacation. Such vacation shall be for the thirtieth (30th) year of service only and shall not be cumulative.
- g) All employees with thirty-five (35) years of service shall receive five (5) days extra vacation. Such vacation shall be for the thirty-fifth (35th) year of service only and shall not be cumulative.

21.02 PART-TIME PERCENTAGE-IN-LIEU ENTITLEMENT

Part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees and paid on their gross earnings as follows (1 year of service equals 1650 hours):

- a) up to 4,950 hours – 6%
- b) 4,950 hours up to 24,750 hours - 8%
- c) 24,750 hours up to 41,250 hours – 10%
- d) over 41,250 hours – 12%

Part-time employees shall be entitled to an unpaid vacation period as is described for full time employees subject to the scheduling provisions described in Article 21.08 below.

21.03 VACATION CREDIT ENTITLEMENTS

An employee is entitled to vacation credits under Article 21.01 in respect of a month or part thereof in which she is at work or on a paid absence.

21.04 INCREASE IN VACATION ENTITLEMENTS

Increases in an employee's entitlement, where applicable, shall take place on their anniversary date.

21.05 ELIGIBILITY FOR VACATION

An employee shall begin earning vacation credits upon commencing employment but shall not be permitted to take vacation until she has completed six (6) months of continuous service. An employee shall be entitled to borrow up to five (5) days of unearned vacation credits.

21.06 TERMINATION AND VACATION PAY OUT

If, for any reason, employment is terminated and vacation taken exceeds vacation entitlement the overpayment is to be repaid by the employee to CAMH. Unused vacation credits will be paid out to the employee.

21.07 CARRY-OVER

An employee may accumulate and carry-over no more than one year's vacation entitlement.

21.08 VACATION SCHEDULES

The CAMH will generally endeavour to accommodate the employee in scheduling vacations in accordance with specific periods requested. However, where the granting of all such requests would prejudice the efficient operation of the department, seniority will prevail in determining the time a specific employee's vacation is scheduled.

Vacations may be taken at any time of the year between January 1 and December 31 inclusive. The vacation application schedule shall be posted by February 1 and completed by March 1 of each year. The final vacation schedule shall be posted by April 1 each year and once posted, changes may only be effected with the Employer's agreement.

Vacation requests submitted after the vacation application period will be granted on a first come first served basis once the vacation schedule has been posted and subject to the efficient operation of the department.

In the interests of equity an employee may not utilize more than two (2) consecutive weeks of accumulated vacation credits during prime vacation time if it limits access to another employee during this time. This will not preclude the employer from scheduling more than two (2) weeks where possible. In addition, an employee may not utilize the same vacation period two (2) years consecutively, in prime time, if it limits

access to another employee. Prime time shall be defined as; March Break, June 15 – September 15 and the period from December 24 – January 2 inclusive.

21.09 INTERRUPTED VACATION

Where an employee's scheduled vacation is interrupted due to serious illness or injury, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

21.10 BEREAVEMENT LEAVE DURING VACATION

Where an employee's scheduled vacation is interrupted due to a bereavement situation, the employee shall be entitled to substitute bereavement leave as per Article 16.03.

ARTICLE 22 – HEALTH AND WELFARE BENEFITS

22.01 FULL TIME BENEFITS

CAMH agrees to contribute towards the premium coverage of participating eligible employees in the active employ of CAMH under the insurance plans as set out in this Article subject to their respective terms and conditions including any enrollment requirements. For newly hired employees, coverage as set out in this article shall be effective within thirty-one (31) days of hire date subject to any enrollment or other requirements of the Plan.

Benefits will be made available to same sex spouses/partners.

CAMH agrees to continue health and dental coverage for employees who are on short term or long term disability. Any premium sharing shall be at the same percentage as for active employees.

22.02 CHANGE OF CARRIER

It is understood that CAMH and the OPSEU Joint Trusteed Benefit Fund may change insurance carriers subject to the terms of the Fund agreement.

22.03 PENSION

All new employees shall be enrolled in the Hospitals of Ontario Pension Plan (H.O.O.P.P.). Current employees shall maintain their enrollment in their existing plan subject to its terms and conditions. New employees and employee's employed but not yet eligible for membership in the plan shall, as a condition of employment, enroll in the H.O.O.P.P. when eligible in accordance with its terms and conditions.

22.04 DIVISIBLE SURPLUS

The parties agree that any surplus, credits, refunds or reimbursements excluding sick leave and/or pension credits, under whatever name accrue to and for the benefit of CAMH.

22.05 PART-TIME BENEFITS

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by CAMH, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call-in pay, responsibility pay, jury and witness duty, bereavement leave, and pregnancy and parental supplemental unemployment benefits) an amount equal to 14% of his regular straight time hourly rate for all straight time hours paid.

For part-time employees who are members of the CAMH's pension plan the percentage in lieu of fringe benefits is twelve percent (12%).

It is agreed that part-time employees currently enrolled in health and welfare benefits shall maintain enrollment in the plan with the same terms and conditions as the full-time benefits plan on a pro-rated basis as per Article 22.01.

ARTICLE 23 – MODIFIED/TRANSITIONAL WORK

23.01 DEFINITION

A modified/transitional work program shall be jointly established and maintained to assist in accommodating all workers with occupationally and non-occupationally related disabilities. Where CAMH and the Union agree, CAMH may implement modified/transitional work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the Collective Agreement may, where agreed, be varied. CAMH, the Union, and the employee will sign the specific terms of the program including the time period after which the modified/transitional work arrangement will be reviewed.

23.02 DISCRIMINATION

No worker shall be discriminated against or harassed because he or she has become disabled or ill.

23.03 LEGISLATION

All injured workers shall be treated in compliance with the Ontario Human Rights Code, the Occupational Health and Safety Act, Workplace Safety and Insurance Act, and the Collective Agreement and other relevant legislation. The parties will endeavor to provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled.

23.04 ACCOMMODATION FOR INJURED WORKERS

A worker's disability or illness shall be accommodated with work that has been modified to allow the worker to perform the work without risk of injury or illness to the worker or the worker's co-workers. The work shall be modified without introducing new hazards into the workplace.

23.05 JOB MODIFICATION

Work shall be modified in accordance with sound occupational health and safety principles in an effort to adapt the workplace to promote the highest degree of emotional and physical well being of the injured worker.

23.06 ASSESSMENTS

Prior to the employee's entry into a modified/transitional work program, CAMH shall conduct the following assessments in consultation with the worker and her treating physician:

- a) determination of the essential job duties;
- b) physical demands analysis;
- c) job hazard analysis;

- d) ergonomic assessment of the job modifications; and
- e) determination of the modifications necessary to safely accommodate the worker's medical restriction, determined by Occupational Health and Safety Services.

23.07 EXPENSES RELATED TO MODIFIED WORK

CAMH shall pay all costs incurred for any medical or professional assessment and evaluation related to the worker's placement in a modified work program. CAMH and the Union shall supply an agreed upon list of three outside independent medical examination facilities and three physicians/specialists who have advanced knowledge in the area of the employee's disability. The employee shall choose from these lists. Alternatively, the Union and CAMH may agree upon a substitute facility or specialist. Both parties will be bound and directed by the results of the resultant assessment.

ARTICLE 24 – CONTRACTING OUT

CAMH shall not contract out work currently performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any bargaining unit employee(s) occurs. This clause will not apply in circumstances where CAMH no longer provides particular services as a result of the rationalization or sharing of services between hospitals in a particular geographic district, or as a result of the withdrawal of CAMH's license to perform such services.

ARTICLE 25 - EDUCATION AND TRAINING

CAMH and the Union recognize that continuing education is important for all employees and that they have shared interests and responsibilities in ensuring fair and equitable access and distribution of it.

The parties will endeavour to maximize internal opportunities for training and development which may include but are not limited to: lunch hour programs, guest lecturers, trained employees training other employees, teleconferences, and access to in-house programs/ seminars.

Continuing education opportunities will be communicated within the department(s). Where access to an opportunity is limited, **CAMH** will identify pertinent selection criteria, terms of payment, etc. Decisions about continuing education opportunities will be made at the departmental level within the context of employee, **CAMH**, and department/program needs.

Where the employee requests it, **CAMH** and the employee will jointly create an Annual Development Plan outlining continuing education goals and objectives. As part of this plan an employee may submit to her supervisor a list of professional development activities or courses with the benefits or skill enhancements she expects to receive from such activities or courses.

In the event of dissatisfaction with the way in which continuing education decisions are made at the departmental level, the issue will be considered by a continuing education sub-committee of the Labour Management Committee. This sub-committee will consider opportunities, employee needs, **CAMH** needs and department/program requirements. The sub-committee may make recommendation(s) to **CAMH**.

ARTICLE 26 – COMPENSATION

26.01 NEW CLASSIFICATIONS

When a new classification in the bargaining unit is established by CAMH, or CAMH makes a substantial change in the job content of an existing classification, CAMH shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, CAMH agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the Union challenges the rate established by CAMH and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within CAMH and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by CAMH either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

26.02 EXPERIENCE CREDIT

Claim for recent related experience, if any, shall be made in writing by the employee at the time of hiring on the application for employment form or otherwise. The employee shall cooperate with CAMH by providing verification of previous experience. CAMH will credit the employee with an appropriate increment level on the salary grid such that a newly hired employee will not receive more than one grid increment for each year of recent relevant experience.

For the purposes of this clause, as it applies to part-time employees, part-time experience will be calculated on the basis of 1650 hours worked equaling one year of experience. CAMH will credit the employee with an appropriate increment level on the salary grid.

26.03 GRID PROGRESSION- FULL TIME EMPLOYEES ONLY

Full-time employees will progress annually on the salary grid on their anniversary date.

26.04 GRID PROGRESSION- PART TIME EMPLOYEES ONLY

Part-time employees will accumulate service for purposes of progression on the salary grid, on the basis of one year of service for each 1650 hours worked - effective April 1, 2001. Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 12 of the agreement.

26.05 PAY GRADES

The Employer shall pay salaries and wages as set out in Schedule "A." attached hereto and forming part of this Agreement.

26.06 CHANGES TO EXISTING CLASSIFICATION

CAMH will not eliminate existing classifications without prior notice to the Union. If any disagreement arises out of the elimination of classifications such disagreement may be grieved within the timelines outlined in Article 10.

An employee who alleges their position is improperly classified shall discuss their claim with their supervisor. An employee will have the right to grieve within the timelines outlined in Article 10 of the collective agreement.

ARTICLE 27 – MODEL SCHEDULING ARRANGEMENTS - EXTENDED HOURS/COMPRESSED WORK WEEK AND WORK ARRANGMENTS

APPENDIX D – EXTENDED TOURS / COMPRESSED WORK WEEK

MODEL AGREEMENT WITH RESPECT TO EXTENDED TOUR/COMPRESSED WORK WEEK ARRANGEMENTS

MEMORANDUM OF AGREEMENT

Between:

The Centre for Addiction and Mental Health

And:

The Ontario Public Service Employees Union
(and its Local 500)

Where the Centre approves the implementation of an Extended Tour schedule the following provisions shall apply:

27.01 EXTENDED TOURS

a) Implementation

Fifty per cent plus one (50% + 1) of the staff on a unit/service must indicate by secret ballot their willingness to participate prior to the commencement of the test. 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 test period shall be for six months after which full time and part time staff will again indicate by a fifty per cent plus one (50% + 1) vote by secret ballot their desire to continue or discontinue extended tours.

b) Work Unit and Employees Covered

As per Article 4 in the Collective Agreement

c) Hours of Work

The normal or standard extended workday shall be 11 hours and 15 minutes contained within a 12 hour shift.

Failure to provide 12 hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the 12 hour period. Where the 12 hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

d) Overtime

Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 of this appendix or in excess of the normal or standard work week as set out in Article 18 of the collective agreement.

For purposes of overtime the hours of work per week shall be averaged over a six (6) week time schedule.

e) Rest Periods

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of 15 minutes for each 3.75 hours worked.

f) Meal Periods

Employees shall be entitled, subject to the exigencies of patient care, to a 45-minute meal period per shift.

g) Sick Leave and Long-Term Disability – Full Time Employees Only

The short-term sick leave plan will provide payment as per Article 17 (Sick Leave and Long Term Disability). An employee who is sick while working on an extended tour shall receive full pay for all hours scheduled during the time that CAMH is directly responsible for payment and their sick bank will be reduced accordingly. In order to receive full pay an employee must have accumulated sufficient banked hours in order to utilize this provision. Employees who work on an extended tour rotation shall bank hours on the basis of $\frac{3}{4}$ of a day per month (9 hours). The maximum accumulation expressed in days is as per Article 17 of this agreement.

h) Paid Holidays- Full Time Employees Only

As per Article 20, Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard extended workday as set out in Article 2.1 of this appendix.

An employee required to work on any of the designated holidays listed in Article 20 (Paid Holidays) of this Collective Agreement shall be paid at the rate of time-and-one-half (1 $\frac{1}{2}$) his regular straight time rate of pay for all hours worked on such holiday. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times the normal or standard extended workday as set out in Article 2.1 of this appendix.

i) Vacation

Full Time Employees:

Vacation entitlement as set out in Article 21 (Vacations) will be converted to hours on the basis of the employee's normal workweek. Employees working on an extended tour schedule will be granted vacation on the same basis and conditions as employees who work the standard/normal workweek.

Part Time Employees:

Payment as set out in Article 21.02 of the Collective Agreement.

j) Bereavement/Float Days

CAMH agrees in principle that there shall be no proration of bereavement or any other paid leave of absence that CAMH directly provides payment for.

k) Term

This Agreement shall be in force as per the terms and conditions of the Collective Agreement it is contained within. Either party may, on written notice of eighteen (18)

weeks to the other party, terminate this Agreement notwithstanding the above-specified term.

27.02 INNOVATIVE/FLEXIBLE SCHEDULING AND JOB SHARING

Where CAMH and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between the parties on a local level with respect to tours beyond the normal or standard work day. The model agreement with respect to extended tour arrangements is set out below. The model agreement will be signed by CAMH and the Local Union President or designate.

a) Flexible Hours of Work

Flexible hours of work, or flextime, is a system designed to accommodate the individual preferences and needs of employees while at the same time ensuring the efficient operation of the Employer's services. In this article flextime refers to flexible starting and finishing times.

Flexible hours will be implemented only after mutual agreement is secured between the employee who wishes flexible hours of work and the Employer. A written request for flexible hours of work shall not be unreasonably denied. The terms of the flextime arrangements shall be in writing.

Existing flextime arrangements shall remain as presently constituted.

Flextime arrangements may be cancelled by CAMH with eighteen (**18**) weeks written notice to the employee(s) working on an approved flextime schedule and will not be done in an arbitrary, bad faith or discriminatory manner.

b) Job Sharing

Job sharing is defined as an arrangement whereby two employees share the hours of work of one full-time position on a 50/50 basis subject to the provisions of Article xxx, the position involved in the job sharing arrangement will be maintained as a full-time position in the CAMH staffing complement. Job sharing can occur where there is agreement between the employees who wish to job share, the Union, and the Employer.

It is agreed that participation in a job sharing agreement is completely voluntary and may only be accessed by members of the bargaining unit. No employee shall be made to enter a position against their wishes.

Job sharing partners must be in the same job classification.

If one partner for any reason decides to resign, the remaining partner will be given the first opportunity to assume the position on a full-time basis.

If the remaining partner does not wish this opportunity the position shall be posted and advertised as a job sharing vacancy. Failing successful filling of the job sharing position, the remaining partner has a final opportunity to assume the position on a full-time basis. If the remaining partner still does not wish this opportunity, the position shall be posted as a full-time position.

The employees involved in a job sharing arrangement will be classified as regular part-time employees and will be covered by the applicable provisions of this Collective Agreement with the exception that a full-time employee entering a job sharing arrangement may elect to continue participation in CAMH's benefit plans on a pro-rata basis.

Either party may discontinue the job sharing arrangement with ninety (90) days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuance.

Employees presently covered by a job sharing arrangement shall be subject to its terms and conditions until such job sharing arrangement is discontinued.

27.03 PREPAID LEAVE

(a) Purpose

The Pre-Paid Leave Plan is a plan developed to afford employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of salary over a defined period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time).

(b) Application

Eligible employees must make written application to the Department Head, with a copy to the Director of Human Resources/Personnel, at least six (6) months prior to the intended commencement date of the salary deferral portion of the Pre-Paid Leave Plan. Such application will outline the reason the leave is being requested.

Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two (2) or more candidates, from the same department, with the same intended purpose seniority shall govern. The employee will be informed of the disposition of his application as soon as is reasonably possible after the closing date for applications.

(c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year from any one department shall be (number subject to local negotiations). Where there are more applications than spaces allotted, seniority shall govern.

(d) Nature of Final Agreement

Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Hospital, authorizing the Hospital to make the appropriate deductions from the employee's pay. The agreement will also include:

- (i) A statement that the employee is entering the plan in accordance with the Collective Agreement.
- (ii) The period of salary deferral and the period for which the leave is requested.
- (iii) The manner in which the deferred salary is to be held.

The letter of application to enter the plan will be appended to, and form part of, the written agreement.

(e) Deferral Plan

The deferral portion of the plan shall involve an employee spreading four (4) years' salary over a five (5) year period, or such other schedule as may be mutually agreed between the employee and the Hospital. In the case of the four (4) years' salary over a five (5) year schedule, during the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

(f) Deferred Earnings

The manner in which the deferred salary is held shall be at the discretion of the Hospital. The employee will be made aware, in advance of having to sign any formal agreement, of the manner of holding such deferred salary.

Interest which is accumulated during each year of the deferral period shall be paid out to the employee in accordance with Part LXVIII of the Income Tax Regulations, Section 6801.

(g) Health and Welfare Benefits - Full-Time Employees Only

All benefits shall be kept whole during the deferral period of the plan.

Employees will be allowed to participate in health and welfare benefits plans during the year of the leave, but the full cost of such plans will be borne by the employees. Contributions to the Hospitals of Ontario Pension Plan will be in accordance with the Plan.

Notwithstanding the above, employees will not be eligible to participate in the disability income plan during the year of the leave.

(h) Seniority and Service -Full-Time Employees Only

During the year of the leave, seniority shall continue to accumulate. Service for the purposes of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave.

(i) Assignment on Return

On return from leave, a participant will be assigned to his former position unless it is no longer available. In such a case the employee will be given a comparable job, if possible, or the layoff provisions will be applied.

(j) Withdrawal Rights

(i) A participant may withdraw from the plan at any time up to a date three (3) months prior to the commencement of the leave. Deferred salary, and accrued interest will be returned to the participant within a reasonable period of time.

(ii) On Leaving Employment

If a participant resigns, or is terminated, prior to the commencement of the leave, deferred salary plus interest will be returned to the participant

within a reasonable period of time. In the event of the death of 'a participant, such funds will be paid to the participant's estate.

(k) Replacement Employees

The Hospital will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Hospital is unable to find a suitable replacement, it may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Hospital will have the option of considering a further postponement or of collapsing the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from the plan as outlined in Article 29.04 (j).

(l) Plan Year

The year for the purposes of the plan shall be from September 1 of one year, to August 31, of the following year, or such other years as the parties may agree to.

(m) Status of Replacement Employee

Only the original vacancy resulting from an absence due to pre-paid leave will be posted.

Employees in bargaining units at the Hospital represented by OPSEU, selected to fill vacancies resulting from replacing an employee on a pre-paid leave need not be considered for other vacancies while replacing such employee. Upon completion of the leave, the replacing employee will be returned to his former position, and the filling of subsequent vacancies will likewise be reversed.

Employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave will not accrue seniority during the filling of such vacancies. Furthermore, such employees need not be considered for other vacancies. If such employees do post into permanent positions they will be credited with seniority from their last date of hire. The release or discharge of such employees will not be subject of a grievance or arbitration.

-ARTICLE 28 -WORK OF THE BARGAINING UNIT

28.01 DEFINITION

Supervisors or Managers excluded from the bargaining unit shall not perform duties normally performed by members in the bargaining unit, which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to members in the bargaining unit.

28.02 STUDENT PLACEMENTS

The parties support the principle of student placements and agree to develop a protocol surrounding their appropriate roles at CAMH.

28.03 THERAPEUTIC WORK PLACEMENTS

The parties support the principle of therapeutic work placements for clients. Accordingly, the parties will develop a protocol surrounding the appropriate placement of clients of such activities.

ARTICLE 29 – GENERAL

29.01 PRINTING OF COLLECTIVE AGREEMENT

The parties shall share equally the cost of printing the Collective Agreement, and distribute sufficient copies to the employees. Both CAMH's and OPSEU's logo will appear prominently.

29.02 BULLETIN BOARDS

CAMH shall provide protected bulletin boards in easily accessible areas at all sites and satellite offices for the posting of Union notices. Meeting notices and general notices may also be posted upon space made available on each unit/floor. It is understood that materials posted will be approved in advance of posting by the OPSEU Local president or designate.

29.03 UNIFORM ALLOWANCE

Where uniforms are required, CAMH shall supply and launder uniforms.

29.04 JOB SPECIFICATIONS

CAMH shall provide current job descriptions of all existing and new classifications in the Bargaining Unit to the Union. Every employee shall have the right to obtain a copy of his or her job description upon request.

29.05 UNION OFFICE

The office space and mailboxes currently being provided to the Union shall continue. Such accommodation shall be free of charge.

The use of CAMH's services (such as duplicating, computer services including e-mail) shall be made reasonably available to the Union subject to priorities determined by the Employer in its discretion and subject to such charges for the use of such facilities and services as CAMH incurs to provide them.

For general membership meetings, with approval by the Executive Director of Human Resources or designate, and subject to space availability, CAMH agrees to endeavour to provide space for meetings of the Local Union within CAMH offices.

29.06 INFORMATION TO LOCAL UNION

CAMH agrees to provide all information required to assist the Local Union in representing the members of the bargaining unit including:

- a) The Local Union shall be advised each month of all hires, changes in classification, transfers between departments, terminations, and leaves greater than thirty (30) days.

- b) The Local Union shall receive annually a list containing the names of all bargaining unit employees, their salary rates and job classification.

29.07 TRANSPORTATION ALLOWANCE/CONDITIONS

- a) When an employee is authorized by CAMH to use her own automobile or a taxi for the employers business, CAMH will pay the taxi fare or transportation costs at the rate of \$0.40 per kilometer. The employee will provide to CAMH satisfactory proof of payment of such taxi fare.
- b) All tolls, fees, and parking related to business travel will be reimbursed to the employee who makes such payment where receipts are provided. This will include payment where an employee is required to travel from one CAMH site to another during her workday.
- c) Employees will not be required to have a vehicle unless it is a bona fide condition of employment.

ARTICLE 30 – DURATION

This agreement shall continue in effect from the date of ratification or otherwise noted to March 31, 2008.

Signed at Toronto, Ontario *this 25th* day of October 2005.

For OPSEU:

For CAMH:

APPENDIX A - WORKPLACE SAFETY AND INSURANCE

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employees regular rate of pay shall continue for the balance of that shift and there shall be no deductions from sick leave or other credits.

Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the Workplace Safety and Insurance Act, the employee shall not be entitled to a leave of absence with pay under the terms of the Short Term Disability Plan nor will they be allowed to utilize any credits to enhance their W.S.I.B.

LETTER OF UNDERSTANDING “A”- CALCULATION OF PART-TIME HOURS

Formula Regarding 1650 Hours = ■Year

How to determine the number of hours of seniority and service when transferring to a seniority and service accrual formula which provides one year of seniority and service for every 1650 hours worked.

Total number of hours of seniority / service for a Part Time Employee

$$\frac{\text{Total number of hours of seniority / service}}{1650}$$

= X (this refers to the number of years of seniority / service)

“X” x 1650 =

Total number of hours of seniority / service which are consistent with the formula that reflects 1650 hours = 1 year. In this case the employee accrues a year of seniority / service after every 1650 hours worked.

Example: An employee has 10,000 hours of seniority / service accrued.

$$\frac{10,000}{1650} = 6.06 \text{ years}$$

LETTER OF UNDERSTANDING “B” – DIVERSITY IN THE WORKPLACE

Centre for Addiction and Mental Health and OPSEU local 500 are committed to creating a culture of shared values and behaviours consistent with the mission and core values of the organization. This includes respect for the diversity of race, culture, ethnicity, gender, age, abilities, religion and sexual orientation that is demonstrated by inclusive practices, policies and conduct in relation to governance, service and employment.

LETTER OF UNDERSTANDING “C” – EMPLOYMENT EQUITY

In keeping with CAMH’s goal of having a diverse, racism free, barrier-free, and stigma-free workplace, CAMH will revise and implement the Employment Equity Policy (AHR3.1.8) in collaboration with OPSEU and other stakeholders.

Central to the implementation of the Employment Equity Policy, CAMH will develop a formal plan and resultant programs that identify and eliminate employment barriers at all levels of the organization. These initiatives may include but are not limited to confidential workplace surveys, workforce surveys, workplace analysis, and ongoing reviews of Human Resources policies and practices. OPSEU members and other stakeholders will be involved in this process. A report on the implementation of these strategies will be presented to the Union annually.

INCLUDE SIGNATURES HERE

Signed at Toronto, Ontario this 25th day of October 2005.

For OPSEU:

For CAMH:

LETTER OF UNDERSTANDING “D” – PROFESSIONAL RESPONSIBILITY

The parties agree that Social Workers will be covered under Article 8.03 of this agreement.

LETTER OF UNDERSTANDING “E” – LOCAL TIME OFF

It is agreed that the Employer shall do a direct bill back to the Treasurer of Local 500 as identified in writing on a bi-monthly basis. In turn, it is agreed that the Union shall pay the Employer agreed to amount within ten (10) days of receipt of an invoice from CAMH.

It is understood that the intent of the changes to Article 8.07 agreed to on July 15, 2005 is as follows:

- The employer shall pay the full cost of the Union President or designate to be released from their full-time normal work to perform the duties required by Local 500.
- The Union shall pay the full cost of an additional member to be released from their full-time normal work to perform the duties required by Local 500.

It is understood that due to the course of activity in the Union, the members designated throughout the term of this Collective Agreement may change.

The Union agrees to give fourteen (14) days notice of any changes to either of the members working full-time.

INCLUDE SIGNATURES HERE

Signed at Toronto, Ontario this 25th day of October 2005.

For OPSEU:

For CAMH:

LETTER OF UNDERSTANDING “F” – GRIEVANCE PROCEDURE

Philosophy

The grievance meeting is an opportunity to illuminate potential problems in the workplace and find a satisfactory resolution for all parties, thereby contributing to the improvement of CAMH as a workplace and employer.

Scheduling

Grievance meetings will initially be scheduled two full days each month and may later be reduced in frequency to once per month as necessary. Both parties will agree to a recurring date and location for meetings. Grievances will be dealt with in chronological order, or by priority if mutually agreed. All grievances, even those currently scheduled for arbitration, will be scheduled for discussion. Should both parties agree that the time is not required, the full day may later be reduced to a half-day.

Attendance

No grievance will be discussed without both the Grievor and responding Manager present. The appropriate HR Consultant (to be determined by HR), Manager, Staff Relations and OPSEU Steward (to be determined by OPSEU or the grievor), may also be present.

Grievance Meeting Process

In the event that the grievance cannot be resolved, the following process will be utilized:

1. In consultation with the grievor, the OPSEU Bargaining Unit President (or designate) will present the grievance to the Manager, Staff Relations (or designate), including any new facts, precedents and appropriate arbitration awards. The Manager, Staff Relations will then respond in the same manner and each will have the opportunity to ask questions in an attempt to better understand the issue.
2. The OPSEU President and the Manager, Staff Relations will indicate their thoughts on the strengths and weaknesses of the case to their respective parties, and make recommendations of resolutions.

3. As OPSEU has made the initial request for settlement on the grievance form, Management will respond in the meeting. The process will continue until an agreement or impasse is reached.
4. The Manager, Staff Relations or the OPSEU President will work with the appropriate parties to find a resolution or make a recommendation to resolve the grievance.
5. Should there be agreement, blank Minutes of Settlement will be available to be completed. Whenever possible, they will be signed in the meeting and the grievance withdrawal forms will be completed.

If no settlement is reached the parties may agree to the following procedures:

Grievance Committees

Management and OPSEU will each appoint two impartial representatives to the Grievance Committee for each meeting who have not participated in earlier stages of the grievance. The group will be drawn from CAMH management and Union members who will be trained in mediation and creative problem solving. The Committee will strive for meaningful resolutions to each grievance.

Grievance Committee Procedures

1. In consultation with the grievor, the OPSEU Bargaining Unit President (or designate) will present the grievance to the Grievance Committee, including any new facts, precedents and appropriate arbitration awards. The Manager, Staff Relations (or designate) will then respond in the same manner and the Grievance Committee will have the opportunity to ask questions in an attempt to better understand the issue.
2. The Grievance Committee will indicate their thoughts on the strengths and weaknesses of the case to their respective parties, and make recommendations of resolutions.
3. As OPSEU has made an initial request for settlement on the grievance form, Management will respond in the meeting. The process will continue until an agreement or impasse is reached.
4. Should there be agreement, blank Minutes of Settlement will be available to be completed. Whenever possible, they will be signed in the meeting and the grievance withdrawal forms will be completed.
5. If no settlement is reached, Management will respond formally and in writing to the grievance within 30 days of the date it was filed or request an extension. If both parties agree to an extension, the grievance may be discussed at future grievance meetings.

INCLUDE SIGNATURES HERE

Signed at Toronto, Ontario this 25th day of October 2005.

For OPSEU:

For CAMH:

**LETTER OF UNDERSTANDING “G” – HUMAN RESOURCES LABOUR
ADJUSTMENT PLAN**

(see next page)

FRAMEWORK AGREEMENT - HUMAN RESOURCES
LABOUR ADJUSTMENT PLAN

BETWEEN

BAYCREST CENTRE FOR GERIATRIC CARE
CENTRE FOR ADDICTION AND MENTAL HEALTH
HUMBER RIVER REGIONAL HOSPITAL
LAKERIDGE HEALTH CORPORATION
MOUNT SINAI HOSPITAL
ROUGE VALLEY HEALTH SYSTEM
THE SCARBOROUGH HOSPITAL
TORONTO EAST GENERAL & ORTHOPAEDIC HOSPITAL
UNIVERSITY HEALTH NETWORK
(Hereinafter referred to as "the Hospitals")

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(Hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

- 1.01 Restructuring of hospital services is currently being undertaken by the Health Services Restructuring Commission. This plan is formulated in response to and restricted to the document issued in July, 1997, by the HSRC entitled "Directions and Advice Metropolitan Toronto Health Services Restructuring Report" (which are the Final Directions for the restructuring of acute care, mental health and addiction services in Metro Toronto), and to the Metropolitan Toronto Health Services Restructuring Report issued in **April**, 1998, (which are the Final Directions for restructuring of Rehabilitation, Long-Term Care and Sub-Acute Care Services in Metro Toronto), and to the GTA/905 Health Services Restructuring Report issued in April 1998 (which are the Final Directions for acute care, specialized services, mental health, rehabilitation and long term care).
- 1.02 The purpose of this agreement is to develop labour adjustment strategies that will address the impact of restructuring on the Hospitals and employees.
- 1.03 The parties are determined to minimize the adverse impact of restructuring on employees by developing a plan that deals with human resources issues common to all Hospitals.
- 1.04 In the event that the hospitals are required to implement restructuring of laboratory and/or mental health services, the parties agree that this plan applies and that they will meet to discuss the application of Article 3 - Access to Work.

- 1.05 The hospitals and the union agree that they will encourage other hospitals and agencies, that are not signatories to this document and that are included in any restructuring initiatives covered by Article 1.01, to follow the provisions of this plan.
- 1.06 Either party may approach the other party at any time to discuss including another hospital as an additional signatory to this Framework Agreement.

ARTICLE 2 - SCOPE

- 2.01 To the extent that this agreement conflicts with the terms of any subsisting collective agreements between the parties, the terms of this agreement shall prevail over the terms of the collective agreements (unless otherwise specified) but only for the term of this agreement.
- 2.02 The Unions understand that the Hospitals will be treating non-union, non-management employees in the same manner as all other employees as set out in this agreement. It is also understood that persons in management positions as defined by the Ontario Labour Relations Act are not covered by this agreement.
- 2.03 It is understood that where the term "collective agreement" is used, it is also interpreted to mean "terms and conditions of employment where there is no collective agreement".

ARTICLE 3- ACCESS TO WORK

- 3.01 The resultant Hospital or the receiving Hospital, as applicable, shall determine the number of staff required at the resultant/receiving Hospital and will identify the classifications, skills and reasonable qualifications required.
- 3.02 The projected staffing needs resulting from the restructuring will be made known to all of the affected Unions as soon as possible and in accordance with the applicable collective agreements.
- 3.03 When a Hospital or program is to be subject to restructuring, the employers will prepare lists of the employees, including job classifications, in order of seniority. These lists will be updated to reflect staffing changes as necessary.
- 3.04 Seniority lists, job descriptions and necessary data related to the application of this agreement shall be provided by the Hospital(s) to the affected Unions, as well as new job descriptions where applicable. The development of new job descriptions will be in accordance with the applicable collective agreements.

3.05 Amalgamations

- (a) In an amalgamation, integrated seniority will prevail. If there are excess staff in the amalgamated Hospital after combining the seniority lists, voluntary exit options will be offered in the affected classifications pursuant to Article 6.02. If there remain excess staff, the most junior staff from the integrated seniority/service list in the affected classifications in the amalgamated Hospital will receive notice of layoff to the numbers required.
- (b) The maximum number of voluntary exit options is defined by the difference between the number of positions in the restructured program and the number of employees on the integrated seniority list. If those options are not all accepted, and as a result, employees will be subject to layoff, the Hospitals will continue to offer such options until all voluntary exit options are exhausted to the maximum defined herein.
- (c) For purposes of this article, the following hospitals are identified as amalgamations:

Bayview Hospital Corporation (Women's College Hospital, Orthopaedic and Arthritic Hospital and Sunnybrook Health Sciences Centre)

Mississauga Queensway Hospital Corporation (Mississauga Hospital and Queensway General Hospital)

Addictions and Mental Health Corporation (Queen St. Mental Health Centre, Clarke Institute of Psychiatry, Addiction Research Foundation and the Donwood Institute)

Rehabilitation Corporation (Lyndhurst Hospital, Rehabilitation Institute of Toronto and Toronto Rehabilitation Centre)

East Halton Hospital Corporation (Milton District Hospital and Oakville-Trafalgar Memorial Hospital)

North West GTA Hospital Corporation (Georgetown and District Memorial Hospital, Peel Memorial Hospital and Etobicoke General Hospital)

Ajax and Pickering/Centenary Hospital Corporation (Ajax and Pickering General Hospital and Centenary Health Centre)

East Durham Hospital Corporation (Whitby General Hospital, North Durham Health Services Corporation, Memorial Hospital Bowmanville and Oshawa General Hospital)

- (d) in addition to the above, the parties agree that the voluntary amalgamation of Scarborough General Hospital and Scarborough Salvation Army Grace Hospital is recognized as an amalgamation for the purposes of this agreement.

3.06 Program Transfers

(a) Direct Care Staff

- (i) A list will be prepared, by classification, integrating the seniority of all employees providing direct care within a transferring program or service with the seniority of the employees providing direct care within the corresponding program or service at the receiving Hospital. Thereafter, all employees within the transferring program or service will declare whether they wish to transfer with the program or service.
- (ii) If there are excess staff in the resultant program, voluntary exit options will be offered at the sending and receiving Hospitals in accordance with Article 6.02 of this agreement, to the total numbers required.
- (iii) If a program is transferring to multiple employers, employees in the transferring program will be asked to state their preference of employers and will be transferred to the employer of their choice, based on seniority.
- (iv) If after offering voluntary exit options at all sites and after consideration of employee choice, there remain excess staff in the resultant program(s), then the most junior staff from the integrated seniority/service list in the affected classifications will receive notice of layoff to the numbers required.
- (v) The principle of integrated seniority will determine access to work. However, in the event that the merger of seniority lists within the program results in a higher turnover of employees in percentage terms than is the percentage of the value of the receiving Hospital's program as a portion of the resultant program, the following will apply:
- a) the employees will be transferred, by seniority, up to the percentage of the proportion described above; and
 - b) at a local monitoring committee, and in order to minimize the disruption in patient care, the parties will discuss and resolve a process and schedule for the completion of the integration.

NOTE: See attached letter of understanding re interpretation of 3.06(a)(v).

(b) Non Direct-Care Staff

- (i) Hospitals who are receiving program transfers or funds from another hospital will provide access to work for staff who are not providing direct care within a program in the following proportional manner:

The value of the transferring program to the transferring hospital's net expenses as outlined in the HSRC's directions dated July 23, 1997 and April 27, 1998 shall determine what proportion of employees who are not providing direct care will have access to work in the receiving hospital in each bargaining unit. For example, if a program being transferred represents 10% of the transferring hospital's net expenses, then the receiving hospital must provide access to work for 10% of each bargaining unit from within the transferring hospital. The composition of the proportion within a multi-classification bargaining unit shall be determined by the parties locally. The principle of integrated seniority will then determine access to work.

- (ii) Once the proportion is determined, then employees in the bargaining units will declare whether they wish to transfer to the receiving hospital. The seniority of those employees selected for transfer, to a maximum number as determined in (i) above, will be integrated with the seniority of the employees in the receiving hospital.
- (iii) If there are excess staff in the resultant service, voluntary exit options will be offered at the sending and receiving Hospitals in accordance with Article 6.02, to the total numbers required.
- (iv) If after offering voluntary options at all sites there remain excess staff in the resultant service, employees will be laid off in reverse order of seniority at their original Hospital and shall then exercise their rights under this agreement.

(c) **An** employee who declines to transfer or has insufficient seniority to transfer or has been displaced has the right to:

- (i) accept a layoff and be placed on a recall list; or
- (ii) displace another employee in accordance with Article 4 of this agreement; or
- (iii) resign and receive a separation allowance in accordance with Article 6.05.

- (d) The maximum number of voluntary exit options is defined by the difference between the number of positions in the restructured program and the number of employees on the integrated seniority list. If those options are not all accepted, and as a result, employees will be subject to layoff, the Hospitals will continue to offer such options until all voluntary exit options are exhausted to the maximum defined herein.
- (e) Where there are insufficient numbers of staff that move with the program or service, the Hospital shall fill the remaining positions utilizing the procedures provided for in a local Human Resources Plan and/or this agreement.

3.07 The process of dealing with all other issues common to the hospitals related to the directions and advice as referenced in Article 1.01 will be dealt with by the parties at the cluster negotiations. It is understood that any union may also consent to alterations to the access to work arrangements at these tables. A cluster is defined as a group of two or more hospitals who have been ordered by the HSRC to effect restructuring and who must enter into negotiations for the transfer of staff in accordance with this framework agreement, subject to review by the Monitoring/Disputes Resolution Committee referred to in Article 9 and the process referred to in Article 10 of this agreement. In the event it is necessary to implement any program transfers or amalgamations which take effect prior to the conclusion of the cluster agreement the employers and the unions will be bound to apply the terms of this agreement and any applicable cluster agreement retroactively where feasible.

ARTICLE 4- DISPLACEMENT

4.01 After the process set out in Article 3 has been exhausted, an employee who is laid off or displaced by another employee has the right to displace in accordance with the applicable collective agreement, except that the employee may only displace an employee with lesser bargaining unit seniority who is the most junior in the work unit/department/program and whose work said employee is qualified to perform. If the displacing employee is not qualified to perform the work of the most junior employee, then the displacing employee may move up the seniority list until an employee with lesser seniority is identified whose work the displacing employee is qualified to perform.

It is understood that where the existing layoff process is separate for full and part time employees, the above paragraph will be applied accordingly. Where the existing layoff process is combined for full and part time employees, the above paragraph will be applied accordingly.

4.02 Orientation

Any orientation to employees who exercise their displacement rights shall be governed by the applicable collective agreement.

ARTICLE 5- BARGAINING UNIT REPRESENTATION

5.01 Bargaining Unit Representation

Where Bill 136 does not apply, the following shall occur:

- (a) If the same union represents all employees affected in both the displaced and the receiving unit, then that union will hold bargaining rights for the resultant unit.
- (b) If more than one union holds bargaining rights for employees in the affected bargaining units, transferring employees may be absorbed in the existing bargaining unit, or the parties may request the assistance of the Ontario Labour Relations Board to deal with issues of union representation.

The operative collective agreement will be that of the union as determined in accordance with the above paragraph.

- (c) If the displaced unit is not represented by a union and the receiving unit is represented by a union, the union holding bargaining rights in the receiving unit will continue, **with** the transferring employees joining this bargaining unit.
- (d) In all of the above cases, seniority in the resultant bargaining unit will be on an integrated basis.

ARTICLE 6- LABOUR ADJUSTMENT

6.01 The intent of the parties is to have layoff as a last resort. The following options will be made available to employees affected by restructuring in accordance with Article 1.01.

6.02 A Voluntary Exit Option will consist of an early retirement program for employees eligible for early retirement under their applicable pension plan, or voluntary resignation for all other employees. In the event that there are surplus employees, employers will offer a Voluntary Exit Option to the level required in accordance with the following:

- (a) The Hospitals will offer Voluntary Exit Option to a sufficient number of **staff** within the program/unit and by classification, if appropriate, to the extent that the maximum number of employees within a program/unit or classification who elect

voluntary exit is equivalent to the number of staff within the program/unit or classification who would otherwise receive notice of layoff

- (b) Offers of voluntary exit programs will be provided on the following basis:
 - (i) Program will be offered through an application process and the hospitals may accept or reject the application based on the numbers required
 - (ii) Offers may be staged to meet program/unit needs and the last day of work will be determined in consultation with the employee.
 - (iii) Early retirements shall be accepted prior to consideration of applications for voluntary resignation.
 - (iv) **After** a voluntary exit program has been received, there will be no re-employment in the same or resultant employer's institution for a minimum period of the pay out with the exception of extraordinary circumstances after all other options have been explored.
 - (v) There will be no transfer of service or seniority for employees who accept a voluntary exit program.
 - (vi) If there are excess applications, acceptance to the numbers required will be on the basis of seniority.
- (c) The acceptance of the Voluntary **Exit** Option, replaces any and all notice and/or severance payments contained in the applicable collective agreement or statute.
- (d) The Hospitals shall apply for approval of a workforce reduction program through Human Resources Canada.
- (e) Hospitals will facilitate pre-retirement counselling sessions upon request.

6.03 Early Retirement

Effective January 1, 2002, an employee who elects an early retirement option may choose either Option 1 or Option 2 below, with respect to severance and benefits. Employees electing an early retirement allowance prior to January 1, 2002, are entitled to Option 1 only.

Option 1

- (a) **An** employee who elects **an** early retirement option shall receive, following completion of the last day of work, a retirement allowance of three (3) weeks'

salary for each year of employment plus a prorated amount for any additional partial year of employment, to a maximum of fifty-two (52) weeks salary or fifty percent of earnings to age 65, whichever is less. The option of salary continuance will be made available to those employees who indicate this preference.

- (b) Where the employee who elects an early retirement option in accordance with this provision is part-time, their retirement allowance will be based upon their regular average weekly salary, exclusive of any premium payments, calculated over the twelve (12) month period immediately preceding their last day of work.
- (c) **A** full time employee accepted into the Early Retirement Option will be given the choice of:
 - (i) Receiving an amount of one hundred and twenty five dollars (\$125.00) per month in lieu of benefits referred to in (ii) below for a period equivalent to one month ~~for~~ each year of employment to a maximum of twelve (12) months or age sixty-five (65), whichever is less, or
 - (ii) Remaining in the semi-private, extended health and dental benefit plans for the length of the severance or to age 65 whichever is less, provided the employee pays to the Hospital any difference between the flail premium payment and one hundred and twenty five dollars (\$125.00).
- (d) **A** regular part time employee accepted into the Early Retirement Option will be given the choice of:
 - (i) Receiving an amount of eighty dollars (\$80.00) per month in lieu of benefits, referred to in (ii) below for a period equivalent to one month for each year of employment to a maximum of twelve (12) months or until age sixty five (65), whichever is less, or
 - (ii) Remaining in the semi-private, extended health and dental benefit plans for the length of the severance or to age 65 whichever is less, provided the employee pays to the Hospital any difference between the full premium payment and eighty dollars (\$80.00).
- (e) Upon request, an employee accepted into the Early Retirement Option who has chosen either 6.03 (c)(ii) or 6.03 (d)(ii) may remain in the semi-private, extended health and dental benefits for a period beyond their retirement allowance, up to age 65, provided that the employee pays 100% of the premiums for such benefits, on a schedule determined by the Hospital.

OR Option 2

- (a) An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks salary for each year of employment plus a pro-rated amount for any additional partial year of employment, to a maximum of twenty-six (26) weeks salary or fifty percent of earnings to age 65, whichever is less. The option of salary continuance will be made available for employees who indicate this preference.
- (b) Where the employee who elects an early retirement option in accordance with this provision is part-time, their retirement allowance will be based upon the employee's normal weekly earnings, calculated over the twelve (12) month period immediately preceding their last day of work.
- (c) In addition to the retirement allowance provided in (a) above, full-time employees will receive a lump sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.
- (d) The Hospital will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to all active employees for semi-private, extended health care and dental benefits. The Hospital will contribute the same portion towards the billed premiums of these benefit plans as is currently contributed by the Hospital to the billed premiums of active employees.

6.04 Voluntary Resignation

- (a) An employee who elects a voluntary resignation program shall receive, following completion of the last day of work, an allowance of three (3) weeks' salary for each year of employment plus a prorated amount for any additional partial year of employment, to a maximum of fifty-two (52) weeks salary or fifty percent of earnings to age 65, whichever is less.
- (b) Where the employee who elects a voluntary resignation option in accordance with this provision is part-time, their allowance will be based upon their regular average weekly salary, exclusive of any premium payments, calculated over the twelve (12) month period immediately preceding their last day of work.
- (c) A full time employee accepted into the Voluntary Resignation Option will be given the choice of:
 - (i) Receiving an amount of one hundred and twenty five dollars (\$125.00) per month in lieu of benefits referred to in (ii) below for a period equivalent to

one month for each year of employment to a maximum of twelve (12) months or age sixty-five (65), whichever is less, or

- (ii) Remaining in the semi-private, extended health and dental benefit plans for the length of the severance or to age 65 whichever is less, provided the employee pays to the Hospital any difference between the full premium payment and one hundred and twenty five dollars (\$125.00).
- (d) A regular part time employee accepted into the Voluntary Resignation Option will be given the choice of:
 - (i) Receiving an amount of eighty dollars (\$80.00) per month in lieu of benefits, referred to in (ii) below for a period equivalent to one month for each year of employment to a maximum of twelve (12) months or until age sixty five (65), whichever is less, or
 - (ii) Remaining in the semi-private, extended health and dental benefit plans for the length of the severance or to age 65 whichever is less, provided the employee pays to the Hospital any difference between the full premium payment and eighty dollars (\$80.00).

6.05 Separation Allowance

- (a) In the event of a layoff collective agreement language and/or legislation will apply with regard to notice and/or severance.
- (b) Article 6.05(a) above shall not apply when an employee resigns within thirty (30) days after receiving notice of layoff, The employee shall be entitled to a separation allowance of two (2) weeks' salary for each year of employment to a maximum of twelve (12) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees **up** to a maximum of three thousand (\$3,000) dollars.
- (c) Similarly, Article 6.05(a) shall not apply when **an** employee resigns later than thirty (30) days and at least one month prior to their date of layoff The employee shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to **a** maximum of one thousand two hundred and fifty (\$1,250) dollars.
- (d) Where the employee who resigns in accordance with this provision is a part-time employee, the separation allowance will be based upon the employee's regular average weekly salary exclusive of any premium payments, calculated over the twelve (12) month period immediately preceding the employee's last day of work.

6.06 Training

- (a) Employees whose jobs are eliminated may apply for up to 300 hours of training to qualify for a vacancy; employees whose jobs are substantially changed may apply for up to 300 hours of training in order to qualify to retain their job. The local parties agree to meet to assess the training required for specific jobs, with the intent of implementing the change process as efficiently as possible. This does not preclude the local parties from mutually agreeing to train an employee who may then displace another employee in individual special circumstances.
- (b) A staff member who accepts this training shall not apply to any job posting for a period of 12 months from the starting date of the training period.

ARTICLE 7 - TERMS OF EMPLOYMENT

7.01 Wages

No employee's hourly rate shall be reduced, subject to the signing of a new Collective Agreement, or by agreement of the local parties. This principle will be achieved either through (a) or (b) below:

- (a) Maintaining the original collective agreement, or terms and conditions of employment, in place until a new Collective Agreement is established.

OR with the agreement of the local parties,

- (b) Move to the wage schedule of the resultant collective agreement.

7.02 Insured Benefits

- (a) The benefit plans in the original collective agreement, or terms and conditions of employment, will be maintained until a new Collective Agreement is established,

OR, with the agreement of the parties,

- (b) Move to the benefit plans of the resultant collective agreement.

7.03 Vacation Entitlement

The vacation schedule of the resultant collective agreement will be the operative schedule. **All** transferring employees will retain their level of benefit or change to that of the receiving hospital, whichever is greater.

7.04 Sick Leave and Long Term Disability

- (a) The sick leave plan of the resultant collective agreement will be the operative plan
- (b) Where the local parties agree, and where a transferring employee has an existing entitlement to a frozen sick bank the hospitals will pay out the frozen sick bank to eligible employees in accordance with the current payout provisions and under the conditions relating to such payout.
- (c) In the event that employees are transferring from an accumulating sick leave plan to a HOODIP type plan or vice versa, transitional provisions will be negotiated at the local level, with the objective of ensuring that the employee receives equitable treatment consistent with the employee's length of service.

7.05 Pension

For service after transfer, the pension plan of the resultant Hospital will be the operative plan. Employees will maintain all of their legal rights under the Pension Benefits Act or other applicable legislation as they exist at the time of transfer with respect to the disposition of past service credits under the prior plan.

7.06 Hours of Work

For employees who transfer to a different site, the hours of work will be those of the receiving site.

7.07 Probationary Period

No new probationary period will need to be served by transferring employees. Any transferring employee who has not yet completed his/her probationary period at the transferring hospital will complete the balance of the period required at the receiving hospital.

7.08 Seniority

Seniority will be recognized for all purposes provided for in the Collective Agreement of the resultant Hospital.

- (a) **All** affected employees will retain their seniority.
- (b) Transferring employees will be treated as though they had always been employed at the resultant Hospital.

7.09 Service

Employees transferring from one hospital to another will be treated for all service-related purposes as though they had been working at the receiving/resultant hospital.

ARTICLE 8 - MONITORING/DISPUTES RESOLUTION COMMITTEE

8.01 The purpose of the Monitoring/Disputes Resolution Committee is to:

- (a) provide for full and timely communications to aid the parties in implementation,
- (b) where necessary, make recommendations to their respective principals for amendments or extensions to this agreement
- (c) serve as a dispute resolution process regarding the interpretation and/or application of this agreement.

8.02 The composition of the Committee shall be **an** equal number of union and management representatives. Those members **of the** Committee who may also be employees of the hospitals shall not suffer loss of earnings for attendance at meetings of the Committee.

8.03 The Committee shall meet at the request of **any** of its members.

ARTICLE 9 - DISPUTES RESOLUTION PROCESS

9.01 Disputes unresolved at the local level which arise regarding the interpretation or application of this agreement will be processed **as** follows.

- (a) The complainant and the respondent must set out all particulars related to the dispute in writing and deliver it to the Disputes Resolution Committee within seven (7) calendar days.
- (b) The Disputes Resolution Committee must meet within fourteen (14) calendar days of receipt of the written complaint to resolve the issue. Time limits may be extended by mutual agreement.
- (c) If the meeting fails to produce a resolution to the complaint, satisfactory **to** all involved parties, the complainant has seven (7) calendar days to request arbitration and advise the other parties.
- (d) A sole arbitrator will be selected from the following list: Gerald Charney, Pamela Picher, William Kaplan and Tom Jolliffe. Selection will be based on a rotational basis dependent upon the availability of the arbitrator to hear the issue within

twenty-one (21) days of notification and to respond within fourteen (14) days of the hearing.

- (e) The arbitrator will be a “mediator-arbitrator” and must first engage the parties in mediation efforts before making a final and binding decision, if necessary.
- (f) Arbitration will take place within the framework of the Ontario Labour Relations Act. The arbitrator will not have the authority to add to, modify or delete any part of this Agreement.
- (g) The fees and expenses ~~of~~ the arbitrator shall be divided equally among the participating parties to the dispute.
- (h) Time limits may be extended by mutual agreement.

ARTICLE 10 - TERM

10.01 The terms of this agreement, subject to ratification of the parties, shall commence on January 1, 2002 and shall expire ninety (90) days following the date when the last program integration or consolidation has been concluded or December 31, 2006, whichever first occurs. On the request ~~of~~ either party, the parties will meet by June 30, 2006 to discuss whether the agreement should be extended. Should there be no agreement to extend the agreement, the agreement will expire on December 31, 2006.

Signed at Toronto this ____ day of _____ 2003.

For the Hospitals:

For the Union:

LETTER OF UNDERSTANDING

BETWEEN

BAYCREST CENTRE FOR GERIATRIC CARE
CENTRE FOR ADDICTION AND MENTAL HEALTH
HUMBER RIVER REGIONAL HOSPITAL
LAKERIDGE HEALTH CORPORATION
MOUNT SINAI HOSPITAL
ROUGE VALLEY HEALTH SYSTEM
THE SCARBOROUGH HOSPITAL
TORONTO EAST GENERAL & ORTHOPAEDIC HOSPITAL
UNIVERSITY HEALTH NETWORK
(Hereinafter referred to as "the Hospitals")

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(Hereinafter referred to as "the Union")

The parties agree that, notwithstanding the wording of Article 3.06(a)(v), the provision will be applied in a manner consistent with the following examples:

Example 1: Resultant program is \$15 M
 Receiving hospital's program was \$10 M
 # of staff at receiving hospital = 70
 # of staff at sending hospital = 35
 # of staff required in the restructured program = 95

If the turnover resulting from the merger of seniority lists is greater than 5/15 or 33.3%, then the local parties will discuss a process and schedule for the completion of the integration. **Put** another way, if the merger of seniority results in a staffing complement made up of less than 63 employees (this is the number of employees required in the restructured program x 66.6%) from the receiving hospital, this is disproportionate turnover, and the discussion provision would be invoked.

If the 10 most junior employees were employed **by** the receiving hospital, then all of the 35 employees from the sending hospital would be entitled to transfer to the receiving hospital, in the following manner:

1. The 32 most senior employees will be transferred (this number is 95-63)

2. The parties will discuss and resolve a process and schedule for moving the remaining 3 employees.

Example 2: Resultant program is \$15 M
 Receiving hospital's program was \$5 M
 # of staff at receiving hospital = 35
 # of staff at sending hospital = 70
 # of staff required in the restructured program = 95

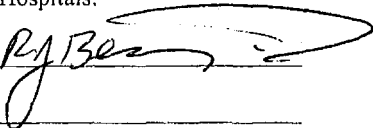
If the turnover resulting from the merger of seniority lists is greater than 10/15 or 66.6%, then the local parties will discuss a process and schedule for the completion of the integration. Put another way, if the merger of seniority results in a staffing complement made up of less than 32 employees (this is the number of employees required in the restructured program x 33.3%) from the receiving hospital, this is disproportionate turnover, and the discussion provision would be invoked.

If, in this example, the 10 most junior employees were employed by the receiving hospital, then all of the 70 employees from the sending hospital would be entitled to transfer to the receiving hospital, in the following manner:

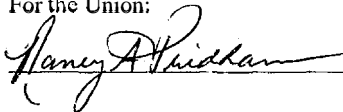
1. The 63 most senior employees will be transferred (this number is 95 - 32)
2. The parties will discuss and resolve a process and schedule for moving the remaining 7 employees.

Signed at Toronto this 4th day of February 2004
~~2003~~

For the Hospitals:



For the Union:



LETTER OF UNDERSTANDING “H”– OPT/HOOPP

The employer and the Union agree to jointly pursue a reciprocity agreement between the OPSEU Pension Trust and the Hospitals Of Ontario Pension Plan.

LETTER OF UNDERSTANDING “I”– OPSEU JOINT TRUSTEED BENEFIT FUND

CAMH and the Union agree to join the OPSEU Joint Trusteed Benefit Fund and that all coverage shall be provided through the Trust Fund.

CAMH and the Union agree to a benefit plan that the Trust Fund’s insurer, Maritime Life, shall design based on the following factors:

- a) The current total dollar budget for group insurance benefits and for the sick leave plan including the total of the employer and employee paid shares, will be the maximum budget to fund the plan.
- b) CAMH and the Union shall each identify one individual for Maritime Life to use as advisors and resource in developing the benefit plan design. CAMH shall provide time off with pay for the Union representative.
- c) All information that CAMH and the Union can supply Maritime Life in terms of demographics, claims experience, sick leave experience, financial data, insurance policy information and collective agreement benefit provisions will be provided.
- d) Life, dependent life, accidental death and dismemberment, vision care, dental and health coverage will be based on the budget outlined in a) above, with consideration given to the current benefit plans of former employee groups at the Russell Street, College Street, Brentcliffe Road, and Queen Street sites.
- e) The employee and CAMH percentage share of premium contribution shall be based on the aggregate percentage of employer and employee contributions as outlined in a) above. The Maritime Life, CAMH representative and Union representative will determine as to which benefits employees will make contributions to achieve the aforementioned aggregate percentage.
- f) The benefit plan shall be implemented within three (3) months following ratification of the collective agreement.
- g) The short term and long term disability plans will be designed in accordance with Article 17 of this collective agreement.

LETTER OF UNDERSTANDING “J” – SALARY IMPLEMENTATION

	Year 1 (April 1/05 to March 31/06)	Year 2 (April 1/06 to March 31/07)	Year 3 (April 1/07 to March 31/08)
All Pay Bands	3.0%	3.0%	3.0%
This settlement includes full retroactivity for all current and past employees for the years outlined in the scale above.			
All retroactivity and implementation of new wages will be paid within 60 days of the ratification of this agreement.			

LETTER OF UNDERSTANDING “K” - WAGE RE-OPENER

Conditions

The parties agree to re-open negotiations regarding wages for the fiscal year beginning April 1, 2007 only under the following condition:

- The CPI for Ontario in the prior calendar year (2006) exceeds 4.25%

Time Off

CAMH agrees to recognize a negotiating committee comprised of seven (7) members to be elected or appointed from within the bargaining unit. CAMH agrees that the members of the negotiating committee shall suffer no loss of earnings and no loss of credits for time spent during their regularly scheduled working hours in attending negotiation meetings with CAMH up to, and including conciliation and arbitration.

n Arbitration

If, in the opinion of either party an impasse has been reached during the wage re-opener negotiations, the parties agree to consensual arbitration to resolve the issue. A single arbitrator agreed to from a list of three (3) arbitrators forwarded by the parties' principles shall arbitrate the issue and render a binding award as per the terms of the Ontario Labour Relations Act. The parties agree to split the full cost of the arbitrator and her expenses.

INCLUDE SIGNATURES HERE

**LETTER OF UNDERSTANDING “L” – STAFF RECOGNITION ALLOWANCE,
SUPPLEMENTAL VACATION DAYS AND BENEFIT PREMIUM CONTRIBUTION
LEVELS**

There shall be a Staff Recognition Allowance in the amount of \$200.00 to be paid to all employees receiving insured benefits. This Allowance will be paid on the first pay cheque of December 2006 and December 2007.

One supplemental vacation day will be granted on each of April 1, 2006 and April 1, 2007 to each employee receiving insured benefits.

It is understood that benefit premium contribution levels shall adjust to 75% Employer-paid and 25% Employee-paid for Extended Health Care, Dental and LTD on April 1, 2006 and shall continue for the life of the Collective Agreement.

It is understood that the parties shall discuss the continuation of the Staff Recognition Allowance, the Supplemental Vacation Days and the Benefit Premium Split during the next round of Collective Bargaining negotiations.

INCLUDE SIGNATURES HERE

LETTER OF UNDERSTANDING “M” – SALARY ALLOWANCES

CAMH will pay an annual salary allowance of five-thousand dollars (\$5,000) based on full time equivalent for the Discipline Chief position.

CAMH will pay an annual salary allowance of one-thousand, five-hundred dollars (\$1,500) based on full time equivalent if a Psychometrist is required to perform the duties of a Psychological Associate.

ADD FINAL SIGNED DOCUMENT HERE

Signed at Toronto, Ontario this 25th day of October 2005.

For OPSEU:

For CAMH:

OPSEU Schedule A- April 1, 2006

Old Band #	Band#	Dscpl # FT	Dscpl # PT	Dscpl # Cas	Class #	Std Hrs	Classification	Step 1	Step2	Step3	Step4	Step5	Step6	Step 7	Step 8	Step 9
1	1	04	14	24	010U01	37.5	Psychologist	\$ 37.35	\$ 39.51	\$ 41.67	\$ 43.85	\$ 46.02	\$ 48.17	\$ 50.36		
2	2	09	19	29	020U01	37.5	Research training Coordinator	\$ 31.56	\$ 33.39	\$ 35.22	\$ 37.06	\$ 38.91	\$ 40.74	\$ 42.57		
3	3	33	43	53	030U01	37.5	Pharmacist	\$ 30.18	\$ 31.87	\$ 33.62	\$ 35.40	\$ 37.15	\$ 38.93	\$ 40.70		
3	4	09	19	29	030U02	37.5	Research Methods Specialist	\$ 29.33	\$ 30.96	\$ 32.66	\$ 34.39	\$ 36.10	\$ 37.83	\$ 39.54		
3	4	09	19	29	030U03	35	IT Specialist	\$ 29.33	\$ 30.96	\$ 32.66	\$ 34.39	\$ 36.10	\$ 37.83	\$ 39.54		
3	4	32	42	52	030U04	37.5	Clinical Services Consultant	\$ 29.33	\$ 30.96	\$ 32.66	\$ 34.39	\$ 36.10	\$ 37.83	\$ 39.54		
3	4	32	42	52	030U05	37.5	Sr Program Consultant	\$ 29.33	\$ 30.96	\$ 32.66	\$ 34.39	\$ 36.10	\$ 37.83	\$ 39.54		
3	4	09	19	29	030U06	37.5	Contracts & Licences Officer	\$ 29.33	\$ 30.96	\$ 32.66	\$ 34.39	\$ 36.10	\$ 37.83	\$ 39.54		
3	4	09	19	29	030U07	35	Facilities Planning Coordinator	\$ 29.33	\$ 30.96	\$ 32.66	\$ 34.39	\$ 36.10	\$ 37.83	\$ 39.54		
3	4	09	19	29	030U08	37.5	Health Information Specialist	\$ 29.33	\$ 30.96	\$ 32.66	\$ 34.39	\$ 36.10	\$ 37.83	\$ 39.54		
3	4	09	19	29	030U09	37.5	Public Affairs Coordinator	\$ 29.33	\$ 30.96	\$ 32.66	\$ 34.39	\$ 36.10	\$ 37.83	\$ 39.54		
3	4	09	19	29	030U10	37.5	Mental Health Consultant	\$ 29.33	\$ 30.96	\$ 32.66	\$ 34.39	\$ 36.10	\$ 37.83	\$ 39.54		
3	4	09	19	29	030U11	37.5	PET System Engineer	\$ 29.33	\$ 30.96	\$ 32.66	\$ 34.39	\$ 36.10	\$ 37.83	\$ 39.54		
3	4	09	19	29	030U12	37.5	Project Leader	\$ 29.33	\$ 30.96	\$ 32.66	\$ 34.39	\$ 36.10	\$ 37.83	\$ 39.54		
3	4	09	19	29	030U13	35	IT/DS Coordinator	\$ 29.33	\$ 30.96	\$ 32.66	\$ 34.39	\$ 36.10	\$ 37.83	\$ 39.54		
6	5	09	19	29	060U01	37.5	Library Coordinator	\$ 27.12	\$ 28.69	\$ 30.27	\$ 31.84	\$ 33.40	\$ 34.99	\$ 36.54		
6	5	04	14	24	065U01	37.5	Psychometrist	\$ 27.12	\$ 28.69	\$ 30.27	\$ 31.84	\$ 33.40	\$ 34.99	\$ 36.54		
6	5	02	12	22	065U02	37.5	Social Worker 2	\$ 27.12	\$ 28.69	\$ 30.27	\$ 31.84	\$ 33.40	\$ 34.99	\$ 36.54		
6	5	33	43	53	065U03	37.5	Speech Pathologist	\$ 27.12	\$ 28.69	\$ 30.27	\$ 31.84	\$ 33.40	\$ 34.99	\$ 36.54		
6	5	32	42	52	065U04	37.5	Counsellor/Therapist 2	\$ 27.12	\$ 28.69	\$ 30.27	\$ 31.84	\$ 33.40	\$ 34.99	\$ 36.54		
7	6	31	41	51	040U01	37.5	Charge Technologist	\$ 29.52	\$ 30.68	\$ 31.87	\$ 33.04	\$ 34.23	\$ 35.39	\$ 36.57		
8	7	09	19	29	090U01	37.5	Communications Coordinator	\$ 25.78	\$ 27.27	\$ 28.77	\$ 30.27	\$ 31.79	\$ 33.28	\$ 34.77		
8	7	09	19	29	090U02	35	IT/DS Analyst	\$ 25.78	\$ 27.27	\$ 28.77	\$ 30.27	\$ 31.79	\$ 33.28	\$ 34.77		
8	7	09	19	29	090U03	35	Project coordinator	\$ 25.78	\$ 27.27	\$ 28.77	\$ 30.27	\$ 31.79	\$ 33.28	\$ 34.77		
8	7	09	19	29	095U01	37.5	CH&E Coordinator	\$ 25.78	\$ 27.27	\$ 28.77	\$ 30.27	\$ 31.79	\$ 33.28	\$ 34.77		
8	7	09	19	29	095U02	37.5	CH&E Specialist	\$ 25.78	\$ 27.27	\$ 28.77	\$ 30.27	\$ 31.79	\$ 33.28	\$ 34.77		
8	7	09	19	29	095U03	37.5	Research Coordinator	\$ 25.78	\$ 27.27	\$ 28.77	\$ 30.27	\$ 31.79	\$ 33.28	\$ 34.77		
8	7	09	19	29	095U04	37.5	Contract Specialist	\$ 25.78	\$ 27.27	\$ 28.77	\$ 30.27	\$ 31.79	\$ 33.28	\$ 34.77		
9	8	31	41	51	070U01	37.5	Sr. Technologist	\$ 27.93	\$ 29.05	\$ 30.16	\$ 31.27	\$ 32.39	\$ 33.49	\$ 34.61		
10	9	03	13	33	130U01	37.5	OT/PT	\$ 23.90	\$ 25.68	\$ 27.45	\$ 29.23	\$ 31.01	\$ 32.78	\$ 34.57		
12	10	31	41	51	100U01	37.5	Dietitian	\$ 24.46	\$ 25.89	\$ 27.30	\$ 28.73	\$ 30.15	\$ 31.57	\$ 32.98		
11	11	09	19	29	150U01	37.5	Communications Associate	\$ 24.31	\$ 25.72	\$ 27.14	\$ 28.55	\$ 29.97	\$ 31.38	\$ 32.80		
11	11	09	19	29	150U02	35	IT Programmer/Analyst	\$ 24.31	\$ 25.72	\$ 27.14	\$ 28.55	\$ 29.97	\$ 31.38	\$ 32.80		
11	11	09	19	29	150U03	37.5	Librarian	\$ 24.31	\$ 25.72	\$ 27.14	\$ 28.55	\$ 29.97	\$ 31.38	\$ 32.80		
11	11	09	19	29	150U04	35	Finance Coordinator	\$ 24.31	\$ 25.72	\$ 27.14	\$ 28.55	\$ 29.97	\$ 31.38	\$ 32.80		
11	11	09	19	29	150U05	35	Archivist	\$ 24.31	\$ 25.72	\$ 27.14	\$ 28.55	\$ 29.97	\$ 31.38	\$ 32.80		

Old Band #	Band #	Dscpl # FT	Dscpl # PT	Dscpl # Cas	Class #	Std Hrs	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
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Old Band #	Band #	Dsepl # FT	Dsepl # PT	Dsepl # Cas	Class #	Std Hrs	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
26	26	09	19	29	280U02	37.5	Security Officer	17.59	\$ 18.62	\$ 19.64	\$ 20.66	\$ 21.69	\$			
26	26	09	19	29	280U04	37.5	Chart Clerk	\$ 17.59	\$ 18.62	\$ 19.64	\$ 20.66	\$ 21.69	\$ -			
26	26	09	19	29	280U05	37.5	Telecommunications Lead Hand	\$ 17.59	\$ 18.62	\$ 19.64	\$ 20.66	\$ 21.69	\$ -			
27	27	09	19	29	290U01	35	Clerk2	\$ 17.03	\$ 18.01	\$ 19.00	\$ 19.99	\$ 20.98	\$ -			
27	27	09	19	29	295U02	37.5	Security Guard	\$ 17.03	\$ 18.01	\$ 19.00	\$ 19.99	\$ 20.98	\$ -			
28	28	09	19	29	210U01	37.5	Cook/Inventory Control 1	\$ 19.90	\$ 20.26	\$ -	\$ -	\$ -	\$ -			
28	28	09	19	29	210U02	37.5	Housekeeping Lead Hand	\$ 19.90	\$ 20.26	\$ -	\$ -	\$ -	\$ -			
29	29	32	42	52	300U01	37.5	Program Assistant	\$ 16.25	\$ 17.19	\$ 18.14	\$ 19.09	\$ 20.04	\$ -			
29	29	09	19	29	300U02	37.5	Research Assistant 1	\$ 16.25	\$ 17.19	\$ 18.14	\$ 19.09	\$ 20.04	\$ -			
29	29	09	19	29	300U03	37.5	Telecommunications Clerk	\$ 16.25	\$ 17.19	\$ 18.14	\$ 19.09	\$ 20.04	\$ -			
29	29	09	19	29	300U04	35	Clerk 1	\$ 16.25	\$ 17.19	\$ 18.14	\$ 19.09	\$ 20.04	\$ -			
29	29	09	19	29	300U06	37.5	Support Worker	\$ 16.25	\$ 17.19	\$ 18.14	\$ 19.09	\$ 20.04	\$ -			
30	30	09	19	29	250U01	37.5	Dietary Attendant	\$ 19.18	\$ 19.50	\$ -	\$ -	\$ -	\$ -			
30	30	09	19	29	250U02	37.5	Housekeeping Attendant	\$ 19.18	\$ 19.50	\$ -	\$ -	\$ -	\$ -			