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# **Collective Agreement**

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**between**

**Ontario Public Service Employees Union  
on behalf of its Local 500**

**and**

**Centre for Addiction and Mental Health  
(CAMH)**

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**DURATION: April 1, 2008 to March 31, 2011**



Sector 18  
5-500-336-20110331-18

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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 been recalled for a six month calendar period will be terminated from employment at CAMH.

Casual employees are not entitled to benefits under this collective agreement, including but not limited to, no entitlement to pay in lieu for vacation or pay in lieu for benefits.

## **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, disability, 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**

All entitlements for spouses under the Collective Agreement shall apply equally to spouses, same-sex spouses, and common-law spouses.

### **3.05 JOINT HARASSMENT AND DISCRIMINATION POLICY**

The parties recognize the existence and application of CAMH's Harassment and Discrimination Policy, as it is amended by CAMH from time to time.

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, save and except Program Directors, Administrative Directors, Managers and Supervisors, persons above those ranks, Physicians, Residents, Post-Doctoral Fellows, Human Resource Staff, Administrative Assistants, Scientists and Research Scientists, Registered and Graduate Nurses, and Co-operative, Practicum and Placement Students and students not receiving any remuneration from the Centre for Addiction and Mental Health.

For greater certainty, such employees include permanent and temporary employees, full-time, part-time and casual employees, contract employees, employees previously referred to as “classified and unclassified employees”, students employed by and receiving remuneration from the Centre (not including practicum and placement students), and such other employees as may be mutually agreed.

The Centre will provide to the Union the written details of the terms and conditions of placement and practicum students if required.

## **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, 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 from their 1st day of employment in the bargaining unit an amount equal to the regular monthly union dues designated by the Union. The amount of regular monthly dues shall be as certified by the treasurer of the Union from time to time. The employer shall remit the amounts so deducted to the Accounting Department no later than the 15th of the month following the month in which such deductions were made. The monthly dues deduction checklist is copied to the local or unit at the same time that it is forwarded to the Accounting Department. Once a year a list of all members with departments and classifications shall be given to the local president.

### **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

## **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 a regulatory body under the Regulated Health Professions Act, and/or the Social Work and Social Service Work

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 a regulatory body under the Regulated Health Professions Act, and/or the Social Work and Social Service Work 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 comprising seven (7) members to be elected from within the bargaining unit plus a spokesperson. CAMH'S committee will include 7 CAMH representatives at the bargaining table plus a spokesperson. The purpose of this negotiating committee shall be to negotiate a renewal of this Collective Agreement. CAMH agrees that the seven employee 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**

It is understood that both parties must agree to participate in central bargaining prior to joining a 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 Occupational 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 CAMH vehicles will be certified for safety as per the *Motor Vehicles Act*.

### **9.06 FIRST-AID AND EMERGENCY CAR KITS**

All CAMH 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. Additionally, CAMH will provide at no cost to the employees the influenza vaccine and tuberculosis testing.
- (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) The parties acknowledge that CAMH is to provide the HIV Post Exposure Prophylactic program at no charge to employees and will continue to do so.
- (d) Hospitals recognize that employees have the right to refuse any required vaccination.

If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.

If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

If an employee gets sick as a result of the vaccination, and applies for WSIB, the hospital will not oppose the claim.

## **9.16 PROTECTION FROM VIOLENCE AT WORK**

CAMH will take all reasonable measures to protect employees from violence at work. CAMH agrees that all employees have access to CAMH's Workplace Violence Prevention Program, as it is amended by CAMH from time to time.

## **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 and investigation stages, or at any time when formal discipline is imposed. CAMH shall arrange investigation and discipline meetings on not less than 24 hours notice to the employee. If the employee requests a union steward to be present for any such meeting he shall be responsible for obtaining the presence of the steward. Upon request, CAMH will provide any employee with a list of active

union stewards which shall be updated by the union. 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 arbitratable, 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 shall propose no less than three potential arbitrators. The responding party shall either agree to one of the proposed arbitrators or shall propose three or more alternative arbitrators. If the parties cannot reach agreement on an arbitrator within a period of thirty (30) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint an Arbitrator.



## **10.10 ARBITRATOR**

No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless agreed to by the parties prior to the commencement of the arbitrator's involvement in negotiating or settling the grievance.

## **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 SCOPE**

The Arbitrator 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 ARBITRATOR'S RULING**

The arbitration proceedings will be expedited by the parties. The decision of the Arbitrator shall be final and binding upon the parties hereto and the employees.

## **10.14 ARBITRATION EXPENSES**

The parties will share equally the fees and expenses of the arbitrator.

## **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. 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 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.

## 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;
- (9) 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.

## **ARTICLE 13 - LAYOFF AND RECALL/EMPLOYMENT STABILITY**

### **13.01 LOCAL HEALTH INTEGRATION NETWORKS**

Where applicable, the attached Letter of Understanding K will apply.

### **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:

the reason causing the layoff;

the service CAMH will undertake after the layoff;

how CAMH intends to effect the lay-off, including areas where layoffs will occur, and which employees will be laid off;

ways CAMH can assist employees to find alternate employment; and

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 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) Transfer to a vacant position provided he or she is qualified and able to perform the work.
- (c) 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.
- (d) If the employee cannot displace an employee in (c) 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.
- (e) Accept the layoff, and thereafter, at CAMH'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.

### **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 thirteen weeks. 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**

In the event that CAMH elects to fill a vacant position or where CAMH creates a new position in the bargaining unit it will post the position. These vacancies 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;
- (9) specific tasks not expected to exceed twelve (12) months.

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

Employees selected to fill 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 a 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 their temporary assignment, 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 INFORMATION TO BE CONTAINED IN POSTINGS**

All posted vacancies 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 forty (40) days (300 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.

#### **15.11 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.

### **15.14 PRECEPTORSHIP AND MENTORSHIP**

Effective on the date of ratification, whenever an employee is specifically assigned in writing the additional responsibility of providing preceptorship to students or mentorship to other employees such employees shall receive sixty cents (\$0.60) an hour in addition to her other wages and premiums for each hour assigned to this role.

Preceptorship or mentorship is a formal supportive relationship between either, an employee and a student, or two (2) employees which results in professional growth. No employee shall provide preceptorship or mentorship unless assigned by the employer.

The relationship is time limited and focused on goal achievement. The employer will determine the expectations and duration of the preceptorship or mentorship assignment.

## **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 and is subject to operational considerations and is not to exceed one year in duration except in extraordinary circumstances.

### **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 five (5) 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, son, daughter, step-child, brother and sister, and three (3) consecutively scheduled working days for mother-in-law, father-in-law, 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 CAMH 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) Reinstatement**

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 have 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.

- (9) When an employee continues to participate in the insured benefit plans and/or Pension Plan, the Employer shall continue to pay it's 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.

## **16.08 MILITARY LEAVE**

An employee may be granted unpaid leave without loss of service or seniority for the purpose of fulfilling his or her minimum training requirements to maintain their status in the Canadian Reserve Force. Such leave shall not exceed two (2) weeks per calendar year. Requests must be made in writing and will be considered on an individual basis by the Employee's Department Head of designate. Such requests are to be submitted as far in advance as possible.

Any requests for military leaves exceeding two (2) weeks may be considered on an individual basis and if approved, service and seniority will continue to accrue for the duration of the leave.

## **16.09 RE-CERTIFICATION EXAMINATIONS LEAVE**

An employee shall be entitled to a leave of absence without pay from his or her regularly scheduled working hours for the purpose of writing re-certification examinations set by the regulatory body according to its Quality Assurance Program.

## **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 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 use 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 commencing, at the latest on the 10th of absence, for a maximum of twenty-six (26) weeks. Effective April 1, 2009, an employee may top-up short term disability with any unused sick days as long as the employee elects to use sick days for the first nine (9) days referred to above. The onus is on the employee to notify their manager in writing that they wish to utilize this top up.

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**

If the Benefits Provider deems the employee qualified, 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.

### **17.04 WORKPLACE ILLNESS/INJURY**

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of a claim for Worker's Compensation for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit the employee would receive from Worker's Compensation if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term disability plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the centre and a written undertaking satisfactory to the Centre that any payments will be refunded to the centre within 30 days following final determination of the claim by the worker's Compensation is not approved,

the monies paid as an advance will be applied toward the benefits to which the employee would be entitled under the short term portion of the disability income plan. Any amount owed by the employee to the Centre that is not repaid within the above 30 days may be deducted from the employee's subsequent paycheque(s) by way of a mutually agreeable repayment plan until the payment is made in full. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

#### **17.05 MEDICAL CERTIFICATE**

CAMH shall provide reimbursement for such medical certificate(s) as it may require from time-to-time to certify an employee's illness or ability to return to work. The cost of Medical Certificates will be reimbursed by CAMH upon provision of a receipt, subject to reasonableness of such receipt.

### **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 authorized 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 (1 ½) 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 be on 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 back to work to CAMH's work premises 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. The minimum amount of pay for a call back will be paid whether or not the call back period extends into the employee's regular shift. In that event, the employee will be paid the minimum call back pay plus his regular shift pay. 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) Off premises Consultation or Work**

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 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 response (whichever is greater). The employee shall keep a log of all responses and submit it to her/his immediate supervisor. The employee cannot receive pay for other calls or pages 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 or pages received while traveling.

## **19.03 SHIFT PREMIUM**

An employee shall be paid a shift premium of one dollar and twenty cents (\$1.20) per hour for each hour worked which falls within the normal hours of the evening shift, effective date of ratification; one dollar and thirty cents (\$1.30) effective April 01, 2009; one dollar and forty cents (\$1.40) effective April 01, 2010. One dollar and forty-five cents (\$1.45) 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; effective date of ratification; one dollar and fifty-five cents (\$1.55) effective April 01, 2009; one dollar and sixty-five cents (\$1.65) effective April 01, 2010. 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 fifty-five cents (\$1.55) per hour for each hour worked between **2400** hours Friday to **2400** hours Sunday or such other **48** hour period that CAMH may establish, effective date of ratification; one dollar and sixty-five cents (\$1.65) effective April 01, **2009**; one dollar and seventy-five cents (\$1.75) effective April 01, 2010.

#### **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 six dollars (\$6.00) or six dollars (\$6.00) 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 **(\$0.42)** per kilometer. 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 %) 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
1 Float Day	Family Day

A float day is not a premium day.

Should any level of government designate another paid holiday, the Float Day will be replaced with that holiday.

**(b) Part Time Employees**

Part-time employees who work on any of the eleven (11) non-float paid holidays shall be entitled to premium pay as determined in this agreement.

Should any level of government designate another paid holiday, the Float Day will be replaced with that holiday.

**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) take any combination of a float day;
- (b) an unpaid personal leave, or;
- (c) accrued vacation 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 one float holiday. An employee who commences employment July 1st or after, shall not be entitled to a 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 (3) years of continuous service until the completion of thirteen (13) years of continuous service;
  - (c) Two and one-twelfth ( $2\frac{1}{12}$ ) days per month (5 weeks per year) after thirteen (13) years 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 until the completion of twenty-eight (28) years of service;
  - (e) Two and eleven-twelfth ( $2\frac{11}{12}$ ) days per month (7 weeks per year) after twenty-eight (28) years of continuous service.
- (9) 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.

### **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/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 agreed that CAMH may change insurance carrier (i.e. leave the OPSEU Joint Benefit Trust Fund and its carrier) unilaterally upon 90 days notice as long as the new carrier provides substantially the same or better benefits than the existing carrier and the existing total premium is not increased when comparing the new carrier to the incumbent carrier in the same year. The employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change. Before such a change, CAMH must consult with the Union and CAMH must allow the incumbent benefit provider an opportunity to bid. CAMH agrees that should the insurance carrier change, the new carrier will waive any waiting periods or exclusions due to pre-existing illnesses.

In the event of a carrier change, the parties agree to establish a Benefits Review Committee for the purpose of reviewing and analyzing financial reports and related data pertaining to the insurance plans provided under this collective agreement, subject to any commercial confidentiality requirements of the carrier and employee privacy concerns.

## **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.

## **22.06 BENEFITS INFORMATION**

CAMH shall provide each employee with access to information booklets outlining all of the current provisions in the benefit plans offered to the employees. Upon request, CAMH will make the plan (s) available to the Union for inspection.

CAMH shall notify the Union of the name(s) of the carrier(s) which provides the benefit plans offered to employees. CAMH shall also provide the Union with access to all current information booklets provided to the employees.

## **22.07 BENEFITS AGE 65 AND OLDER**

Basic Life, AD and D, Health and Dental benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's seventieth (70th) birthday, on the same cost share basis as those employees under the age of sixty-five (65). No other benefits provided to employees under the age of 65 will be available to employees age 65 and older.

# **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.

Professional development is a hallmark of all health professionals. The parties agree that professional development includes a diverse range of activities, including but not limited to formal academic programs; short-term continuing activities; certification programs; independent learning committee participation. The parties recognize their joint responsibility in and commitment to actively participate in the area of professional development. CAMH will promote an environment that supports continuous learning and enhances opportunities for career development through recognizing professional development and supporting and providing developmental opportunities, which meet the CAMH'S strategic objectives.

## **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 an Arbitrator 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.

### **26.07 CHANGES TO SCHEDULE A**

Schedule A will be amended to include new classifications agreed to by both parties and to delete "payroll clerk", "public affairs co-coordinator", "speech pathologist", and "mental health consultant" classifications.



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

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 ¾ 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 ½) 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) Number of Employees**

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.

## **28 - 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. The parties agree that these short term-assignments need not be posted and that the clients hired under this program will not be part of the bargaining unit. CAMH agrees that details of these therapeutic placements will be forwarded to the Union as soon as the employment opportunity is identified.

The Union recognizes the need for and agrees to the use of clients to provide certain programs and services. Under no circumstances will therapeutic client employment result in the reduction of the regular hours of work, layoff or termination of Full-time and Part-time employees of the Bargaining Unit.

## **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 \$0.42 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.

## **29.08 PROFESSIONAL OBLIGATIONS**

Provided an employee has followed the policies or procedures issued by CAMH, employees will not be subject to discipline or reprisal for the reasonable exercise of their professional obligations, including those related to patient advocacy.

## **29.09 DAMAGE TO PERSONAL PROPERTY**

In the event an employee's personal belongings are damaged or destroyed in the course of assigned duties, CAMH will reimburse the value of, replace or repair such belongings as long as to do so is reasonable given the circumstances and the value of the item.

## **29.10 FULL-TIME AND PART-TIME CLASSIFICATION**

CAMH will provide the Union with the number of full-time and part-time employees in each classification approximately thirty (30) days before commencing bargaining each new collective agreement. To be clear, this will be snapshot in time for a specific date, and is not a guarantee of the number of employees for each classification or at CAMH in the future.

## **29.11 ORIENTATION**

CAMH will offer timely orientation to all new hires and that orientation shall be offered within the first month of an employee's hire date. This would include, but is not limited to, orientation regarding mandatory training and CAMH's Policies.

## **29.12 EMERGENCY SITUATIONS**

The Union and CAMH agree to work jointly to minimize any adverse effects of any future emergency situations of an unexpected nature.



## **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 employee's 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 = 1 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

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.

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

Dated at Toronto, this 1st day of September, 2009.

FOR THE EMPLOYER

FOR THE UNION

[Signature]  
Bill Morley  
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Nancy A. Prisham  
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A. C. J.  
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**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.

Dated at Toronto, this 1st day of September, 2009.

FOR THE EMPLOYER

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Bill Mantley  
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Gyolea  
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Jane Peterson  
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FOR THE UNION


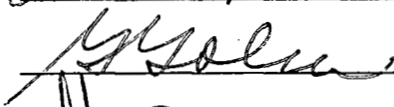
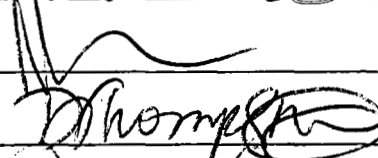
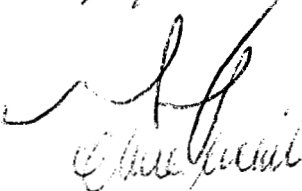
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Mary Ellen Cassey  
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## LETTER OF UNDERSTANDING "C" - EMPLOYMENT EQUITY

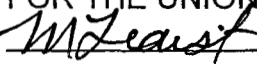
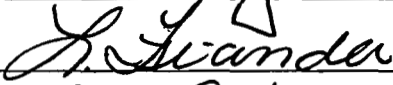
Central to the implementation of the Employment Equity Policy, CAMH will continue to develop a formal plan and resultant programs that identify and eliminate employment barriers at all levels of the organization. These initiatives may include, but are not limited to confidential workplace surveys, workforce surveys, workplace analysis, and ongoing reviews of Human Resources policies and practices. The parties agree to discuss strategies for recruiting and retaining persons from under-represented groups and to formulate an implementation plan for the term of the agreement. 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.

Dated at Toronto, this 1st day of September, 2009.

FOR THE EMPLOYER

  
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Brent Maley  
  
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Jane Paterson  
Meetha  
  
\_\_\_\_\_  
Shuepaul

FOR THE UNION

  
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Nancy A. Pridham  
Rivada Warner  
K. C. J.  
  
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Joan Foots  
Robert Edger  
A. All  
Maureen Cassay

**LETTER OF UNDERSTANDING "D" - 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 Article 8.07 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. However, the employer will only pay the full cost of the Union President or whoever is acting as the Union President at any one time.

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

Note: The agreement of this clause is without prejudice to the Union's proposal to ask CAMH to pay for the second Union leave of absence.

Dated at Toronto, this 1st day of September, 2009.

FOR THE EMPLOYER

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FOR THE UNION

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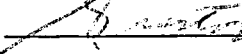


LETTER OF UNDERSTANDING "E" - OPT/HOOPP


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

Dated at Toronto, this 1st day of September, 2009.

FOR THE EMPLOYER

  
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Bill Mackay  
Gyola  
\_\_\_\_\_  
D. Thompson  
Jane Paterson  
Mutter  
\_\_\_\_\_  
Clarice

FOR THE UNION

  
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Nancy A. Pridham  
Randa Wopner  
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K. S. J.  
S. Alexander  
Joan Ford  
Robert Edlyn  
A. Ull  
MaryEllen Cassey

**LETTER OF UNDERSTANDING "F" - BENEFIT PREMIUM CONTRIBUTION LEVELS**

Benefit premium contribution levels for Extended Health Care, Dental and LTD shall be 75% Employer-paid and 25% Employee-paid unless the employer changes carrier (in that event the split shall be 80% employer-paid and 20% employee-paid).

Dated at Toronto, this 1st day of September, 2009.

FOR THE EMPLOYER

*[Signature]*  
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Bill Manley  
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Gyolcia  
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Thompson  
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Jane Peterson  
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Maurice  
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L.P.  
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Claudia

FOR THE UNION

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Nancy A. Bidham  
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Kinda Wagner  
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A. C. J.  
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S. Scander  
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Joan Fook  
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Robert Edger  
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A. All  
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MaryEllen Cassoy

**LETTER OF UNDERSTANDING "G" - 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 lump sum of one-thousand, five-hundred dollars (\$1,500) to be paid in January each year, commencing in 2009, based on full time equivalent if a Psychometrist is required to perform the duties of a Psychological Associate.

Dated at Toronto, this 1st day of September, 2009.

FOR THE EMPLOYER

[Signature]  
Ben Morley  
[Signature]  
[Signature]  
Jane Paterson  
[Signature]  
[Signature]  
Clara [Signature]

FOR THE UNION

[Signature]  
Jancy A. Prud'homme  
Rinda Wagner  
[Signature]  
[Signature]  
Joan Fook  
Robert Edlyn  
[Signature]  
Maryella Cassay



LETTER OF UNDERSTANDING "I" - OAKRIDGE FACILITY

The parties are aware of the potential plans for CAMH's operation of the Oakridge Facility. Once those plans are finalized, the parties agree to meet and discuss what, if any, impact this will have on the bargaining unit governed by this collective agreement.

Dated at Toronto, this 1st day of September, 2009.

FOR THE EMPLOYER

FOR THE UNION

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Bill Morley  
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Jane Paterson  
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Chris Arnold

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Nancy A. Pridham  
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S. Giander  
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Joan Fido  
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Robert Colper  
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Mary Ellen Coessey

## **LETTER OF UNDERSTANDING “J” - FRAMEWORK FOR HEALTH HUMAN RESOURCES**

The parties have executed the Framework for Health Human Resources Adjustment Plans dated September 28, 2007. To the extent that the attached letter does not conflict with this document, the parties agree to abide by it.

CAMH and OPSEU are determined to minimize the adverse impact of integration on employees.

For the purposes of this letter of understanding, the parties agree that “integrate”, “integration”, and “Health service provider” have the same meaning as defined in Bill 36, “An Act to provide for the Integration of the Local System for the Delivery of Health Services.” Throughout this document, the words rationalization, consolidation or integration may be used interchangeably.

In the event of a rationalization of any part of the services of CAMH with those of another hospital or hospitals, the Centre and the Union agree to be guided by the following principles:

- (a) the Centre shall notify affected employees and the Union as soon as a formal decision to rationalize or integrate is taken;
- (b) the Centre shall provide the Union with pertinent financial and staffing information and a copy of any reorganization plans which impact on the bargaining unit related to the rationalization of services,
- (c) the Centre and the Union shall begin discussions concerning the specifics of the rationalization forthwith after a decision to rationalize is taken;
- (d) as soon as possible in the course of developing a plan for the implementation of the rationalization the Centre shall notify affected employees and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected employees and the Union shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the rationalization,
- (e) if services in the Centre are to be reduced or eliminated as the result of a rationalization, or if the employment of employees is otherwise to be affected, the Centre shall prepare a list of the affected employees in order of seniority by jobs for which it

considers such employees are eligible. The list will be updated to reflect any changes due to employees leaving or entering the unit.

Employees who are relocated or transferred to another employer by the Centre will retain their seniority and service at the Centre for a 24-month period. Employees relocated or transferred shall have the right to post for vacancies that arise, prior to or subsequent to the relocation or transfer, at the Centre for that 24 month period. If they are the successful applicant, they will return to the employ of the Centre will seniority accrued and service intact but not accrued, for the period that the employee was relocated or transferred to another employer.

Nothing in the foregoing shall be deemed to limit or restrict the parties' rights and obligations under the *Labour Relations Act, 1995* or the *Act to Provide for the Integration of the Local System for the Delivery of Health Services (Bill 36)*, as may be amended from time to time.

## Framework for Health Human Resources Adjustment Plans

Between

Ontario Hospital Association and

Ontario Association of Community Care Access Centres

And

CUPE, SEIU, CAW, OPSEU and ONA

### **PREAMBLE**

The local parties subject to an integration arising as a result of LHSIA will negotiate a HRAP. The application of this document (and subsequent HRAPs) is contingent upon the Ministry of Health and Long-Term Care's and/or the LHIN's assumption of all costs associated with the negotiation and implementation of said HRAP including but not limited to, one time costs and on-going costs associated with Labour Adjustment Options, Dispute Resolution Process, Salaries, Benefits, Pay Equity Adjustments, and wage harmonization costs.

The Union and Employer Parties may conduct an internal ratification of this Framework Agreement. It is understood that the undersigned representatives of the Employers and the Unions will recommend this Framework Agreement to their principles.

## **ARTICLE 1 - SCOPE AND PURPOSE**

- 1.01 This Framework sets out principles for local parties to use when dealing with health system integrations that fall within the scope of the *Local Health System Integration Act* (LHSIA).
- 1.02 Such principles will form the basis of Human Resources Adjustment Plans (HRAPs) that are negotiated by affected local parties in response to a Health and Services Integration.
- 1.03 The parties agree that the purpose of an HRAP is to limit the adverse impact of any integration on employees in the health system.
- 1.04 The parties to this Agreement agree that the information, benefits, and entitlements granted herein and the subsequent local HRAPs agreed to, will not form any part of submissions made to an interest arbitration board following an unsuccessful negotiation process, unless the parties to the interest arbitration proceeding agree otherwise.

## **ARTICLE 2 - GENERAL**

- 2.01 Except as provided under applicable legislation or with respect to the labour adjustment options listed in Article 7 herein, to the extent that a local HRAP conflicts with the terms of any subsisting collective agreement(s), the terms of the collective agreement(s) shall prevail over the terms of the HRAP (unless the parties to the collective agreement agree otherwise). Where the labour adjustment options in an HRAP confer a greater right or benefit to employees in a bargaining unit(s), the provisions of the HRAP shall override the specified provisions in the respective collective agreement(s).
- 2.02 The principles set out in this Framework do not and are not intended to replace or override any legislative rights including but not limited to, those set out under the Local Health System Integration Act (LHSIA), the Public Sector Labour Relations Transition Act (PSLRTA) or the Labour Relations Act (LRA), as may apply.
- 2.03 The local parties subject to an integration arising as a result of LHSIA will negotiate a HRAP.
- 2.04 Access to work issues will be determined by the parties to the local HRAP. Nothing in this Framework is intended to prejudice the position of either party with respect to these issues.



## **ARTICLE 3 - DEFINITIONS**

- 3.01 Employer – Wherever this Framework refers to “employer”, it is understood that this is a reference to “health service provider” under section 2 of the LHSIA, and to a person or entity that is not a health service provider but is a successor or predecessor employer in integration pursuant to LHSIA.
- 3.02 “Integration” is defined as integration under the LHSIA.

## **ARTICLE 4 - SENIORITY AND SERVICE**

- 4.01 Seniority will be recognized for all purposes provided for in the respective collective agreements and as set out in the PSLRTA. The following principles will apply:

- (a) All affected employees who transfer will transfer all services and seniority to the successor employer.

Employees who are working simultaneously at two employers both of whom transfer services or programs to the same successor employer (and the employee is in both of these transferred programs) shall receive the greater amount of seniority and service held at either predecessor employer.

- (b) Where an employee is transferred from a predecessor employer to a successor employer and that employee already holds a position with the successor employer, the employee shall receive the greater amount of seniority and service held at either the predecessor or successor employer.

## **ARTICLE 5 - TRANSFER PAYMENT**

- 5.01 Employees who transfer from a predecessor employer to a successor employer shall be paid the equivalent of four (4) week's pay based on regular salary for each year of service plus a pro-rated amount for any additional partial year of service, to a maximum of fifty-two (52) weeks' pay based on regular salary. The equivalent of four (4) weeks' pay based on regular salary shall be paid within thirty (30) days of the transfer. The remaining balance shall be paid within thirty (30) days following the completion of an equivalent amount of service with the successor employer. (For example, an employee with ten (10) years of service would receive four (4) weeks pay based on regular salary within thirty (30) days and the remaining thirty-six (36) weeks pay based on regular salary after completing forty (40) weeks service with the successor employer.)

5.02 Employees on layoff or in receipt of notice of layoff from the predecessor employer due to the integration may apply for vacancies at the successor employer for a period of twelve (12) months following the date of layoff from their predecessor employer., These applications will be considered before othe3r external applications after the normal job posting procedure is completed and there are no successful applicants.

## **ARTICLE 6 – BARGAINING UNIT REPRESENTATION**

6.01 The following shall apply to integration:

- (a) If the same union represents all employees affected in both the predecessor and successor employer, then that union will hold bargaining rights for the employees in the successor employer.
- (b) If more than one union holds bargaining rights in the affected bargaining units or if the transferring employees of a predecessor employer are represented by the union and the employees in a similar service or program of a successor employer are not, then the provisions of the PSLRTA or LRA shall apply.
- (c) The parties may agree locally to identify one in a series of transfers as the place to have a single definitive representation vote if there is complete disclosure to the unions on the scope and timetable of the program transfers.

## **ARTICLE 7 – LABOUR ADJUSTMENT OPTIONS**

7.01 In the event that there are employees affected by the integration who are declared surplus, such surplus employees will be entitled to exercise their applicable rights under the collective agreement. In any event severance payment shall not be less than *two* (2) weeks pay at their regular salary per year of service to a maximum *fifty two* (52) weeks.

## **ARTICLE 8 – TERMS OF EMPLOYMENT**

8.01 Terms and conditions of employment including wages, insured benefits and pension, vacation entitlement, sick leave and long term disability of employees transferred as a result of integration shall be through the process set out under PSLRTA or the LRA, as applicable. The HRAP shall address transition issues related to disabled employees (short term and long term) of the predecessor employer including those on WSIB Benefits and modified work programs who may be affected by the integration.

8.02 No new probationary periods will need to be served by employees transferred as a result of integration.

## **ARTICLE 9 – DISPUTES RESOLUTION PROCESS**

9.01 Disputes unresolved at the local level between an employer and a union which arise regarding the integration or application of a local HRAP that was negotiated in response to a health services integration under this framework will be submitted to arbitration within thirty (30) days of the initial event giving rise to the dispute. The following process will be utilized:

- (a) A sole arbitrator will be selected from the following list of arbitrators (List of names to be agreed by the parties to each HRAP)
- (b) Selection will be based on a rotational basis dependent upon the availability of the arbitrator to hear the issue within sixty (60) days of notification and to issue a decision within thirty (30) days of the hearing.
- (c) Nothing prevents the particular parties to a dispute from agreeing to a substitute arbitrator for determination of that dispute only.
- (d) Where the parties agree, the arbitrator may act as a “mediator-arbitrator,” and accordingly the arbitrator must first engage the parties in mediation efforts before making a final and binding decision, if necessary.
- (e) 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, the locally negotiated HRAP or the applicable collective agreements, subject to the application of Article 2 above.
- (f) The fees and expenses of the arbitrator shall be divided equally among the participating parties to the dispute. Participants for this purpose include any organization with the representative present that makes a submission.
- (g) Time limits may be extended by mutual agreement.

## **ARTICLE 10 - TERM**

10.01 This Framework will be effective within thirty days following ratification by the signatories to this Framework and will remain in force and effect so long as the commitment set out in the Preamble of this Framework is maintained.

10.02 The terms of a local HRAP are subject to ratification by the local parties (predecessor employer(s), successor employer(s) and affected unions)

within twenty-one (21) calendar days following signing of the local settlement document. Once ratified by all the local parties, the local HRAP shall remain in force and effect so long as the commitment set out in the Preamble of this Framework is maintained consistent with 10,.01 above.

10.03 For clarity this Framework and local HRAPs are null and void should the commitment set out in the Preamble to the Framework fail to be maintained.

Dated at Toronto, this 1st day of September, 2009.

FOR THE EMPLOYER

*[Signature]*  
\_\_\_\_\_  
Bill Manley  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
Jane Paterson  
*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
Claire Smith

FOR THE UNION

*[Signature]*  
\_\_\_\_\_  
Nancy A. Bridham  
Konda Wagner  
*[Signature]*  
\_\_\_\_\_  
S. Swander  
Joan Fooks  
Robert  
*[Signature]*  
\_\_\_\_\_  
MaryEllen Cassany

# OPSEU Schedule "A: - April 2008 - March 31, 2011

Old Band #	New Band #	Class #	Std Hrs	Classification		Step 1	Step 2	Step3	Step4	Step5	Step6	Step7	Step8	Step9
1	1	010U01	37.5	Psychologist		2008 \$39.71	\$42.02	\$44.32	\$46.63	\$48.94	\$51.24	\$53.56		
						2009 \$40.91	\$43.28	\$45.65	\$48.03	\$50.41	\$52.77	\$55.16		
						2010 \$41.93	\$44.36	\$46.79	\$49.23	\$51.67	\$54.09	\$56.54		
						<i>Special Adj</i> \$33.34	\$35.20	\$37.14	\$39.10	\$41.04	\$43.01	\$45.11		
3	2	030U01	37.5	Pharmacist		2008 \$34.42	\$36.34	\$38.35	\$40.37	\$42.37	\$44.41	\$46.58		
						2009 \$35.46	\$37.43	\$39.50	\$41.58	\$43.65	\$45.74	\$47.97		
						2010 \$36.34	\$38.37	\$40.48	\$42.62	\$44.74	\$46.88	\$49.17		
2	3	020U01	37.5	Research Training Coordinator		2008 \$33.56	\$35.51	\$37.46	\$39.41	\$41.38	\$43.32	\$45.27		
						2009 \$34.57	\$36.57	\$38.58	\$40.59	\$42.62	\$44.62	\$46.63		
						2010 \$35.43	\$37.49	\$39.55	\$41.60	\$43.68	\$45.74	\$47.80		
4	4	030U02	37.5	Research Methods Specialist		2008 \$31.19	\$32.93	\$34.74	\$36.58	\$38.39	\$40.23	\$42.05		
4	4	030U03	35	IT Specialist		2009 \$32.13	\$33.92	\$35.78	\$37.68	\$39.54	\$41.44	\$43.31		
4	4	030U04	37.5	Clinical Services Consultant		2010 \$32.93	\$34.77	\$36.68	\$38.62	\$40.53	\$42.47	\$44.40		
4	4	030U05	37.5	Sr Program Consultant										
4	4	030U06	37.5	Contracts & Licences Officer										
4	4	030U07	35	Facilities Planning Coordinator										
4	4	030U08	37.5	Health Information Specialist										
4	4	030U11	37.5	PET Systems Engineer										
4	4	030U12	37.5	Project Leader										
4	4	030U13	35	IT/DS Coordinator										
						<i>Special Adj</i> \$28.49	\$30.14	\$31.80	\$33.44	\$35.10	\$36.76	\$38.39		
5	5	065U02	37.5	Social Worker 2		2008 \$29.41	\$31.12	\$32.83	\$34.53	\$36.24	\$37.95	\$39.64		
						2009 \$30.30	\$32.06	\$33.82	\$35.57	\$37.33	\$39.09	\$40.83		
						2010 \$31.05	\$32.86	\$34.66	\$36.46	\$38.26	\$40.07	\$41.85		
5	6	060U01	37.5	Library Coordinator		2008 \$28.84	\$30.51	\$32.19	\$33.85	\$35.53	\$37.21	\$38.86		
5	6	065U01	37.5	Psychometrist		2009 \$29.70	\$31.43	\$33.16	\$34.87	\$36.60	\$38.32	\$40.03		
5	6	065U04	37.5	Counsellor/Therapist 2		2010 \$30.44	\$32.21	\$33.98	\$35.74	\$37.51	\$39.28	\$41.03		
5	6	065U05	37.5	Psychological Associate										
6	7	040U01	37.5	Charge Technologist		2008 \$31.39	\$32.63	\$33.89	\$35.13	\$36.40	\$37.63	\$38.89		
						2009 \$32.33	\$33.61	\$34.91	\$36.19	\$37.49	\$38.76	\$40.05		
						2010 \$33.14	\$34.45	\$35.78	\$37.09	\$38.43	\$39.73	\$41.06		

Old Band#	New Band#	Class #	Std Hrs	Classification		Step 1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9
7	8	090U01	37.5	Communications Coordinator	2008	\$27.42	\$29.01	\$30.60	\$32.19	\$33.80	\$35.39	\$36.98		
7	8	090U02	35	IT/DS Analyst	2009	\$28.24	\$29.88	\$31.52	\$33.16	\$34.82	\$36.45	\$38.09		
7	8	090U03	35	Project Coordinator	2010	\$28.94	\$30.62	\$32.31	\$33.99	\$35.69	\$37.36	\$39.05		
7	8	095U01	37.5	CH&E Coordinator										
7	8	095U02	37.5	CH&E Specialist										
7	8	095U03	37.5	Research Coordinator										
7	8	095U04	37.5	Contract Specialist										
8	9	070U01	37.5	Sr. Technologist	2008	\$29.70	\$30.89	\$32.07	\$33.25	\$34.45	\$35.61	\$36.81		
					2009	\$30.59	\$31.82	\$33.04	\$34.25	\$35.48	\$36.68	\$37.91		
					2010	\$31.36	\$32.62	\$33.88	\$35.11	\$36.37	\$37.60	\$38.86		
9	10	130U01	37.5	OT/PT	2008	\$25.92	\$27.85	\$29.78	\$31.71	\$33.63	\$35.56	\$37.49		
					2009	\$26.70	\$28.69	\$30.67	\$32.66	\$34.64	\$36.63	\$38.62		
					2010	\$27.37	\$29.40	\$31.44	\$33.47	\$35.51	\$37.55	\$39.58		
10	11	100U01	37.5	Dietitian	2008	\$26.01	\$27.53	\$29.03	\$30.55	\$32.06	\$33.57	\$35.08		
					2009	\$26.79	\$28.36	\$29.90	\$31.47	\$33.02	\$34.58	\$36.13		
					2010	\$27.46	\$29.07	\$30.65	\$32.26	\$33.85	\$35.44	\$37.04		
11	12	150U01	37.5	Communications Associate	2008	\$25.85	\$27.35	\$28.86	\$30.36	\$31.88	\$33.38	\$34.88		
11	12	150U02	35	IT Programmer/Analyst	2009	\$26.63	\$28.17	\$29.72	\$31.27	\$32.83	\$34.38	\$35.92		
11	12	150U03	37.5	Librarian	2010	\$27.30	\$28.88	\$30.47	\$32.05	\$33.65	\$35.24	\$36.82		
11	12	150U04	35	Finance Coordinator										
11	12	150U05	35	Archivist										
12	13	100U02	37.5	Social Worker 1	2008	\$25.27	\$26.75	\$28.21	\$29.69	\$31.15	\$32.62	\$34.09		
12	13	100U03	37.5	Counsellor/Therapist 1	2009	\$26.03	\$27.56	\$29.05	\$30.58	\$32.09	\$33.60	\$35.11		
12	13	100U04	37.5	Client Relations Specialist	2010	\$26.68	\$28.24	\$29.78	\$31.34	\$32.89	\$34.44	\$35.99		
13	14	160U01	37.5	Registered Technologist	2008	\$25.90	\$26.91	\$28.03	\$29.14	\$30.26	\$31.38	\$32.49	\$33.60	\$34.73
					2009	\$26.67	\$27.72	\$28.87	\$30.02	\$31.17	\$32.32	\$33.47	\$34.60	\$35.77
					2010	\$27.34	\$28.41	\$29.59	\$30.77	\$31.95	\$33.13	\$34.30	\$35.47	\$36.66
14	15	190U01	37.5	CH&E Associate	2008	\$23.59	\$24.96	\$26.33	\$27.70	\$29.08	\$30.45	\$31.82		
14	15	190U02	37.5	Research Analyst 2	2009	\$24.30	\$25.71	\$27.12	\$28.53	\$29.96	\$31.37	\$32.78		
					2010	\$24.90	\$26.35	\$27.80	\$29.24	\$30.71	\$32.15	\$33.60		
15	16	310U01	37.5	Technician 5	2008	\$26.14	\$27.12	\$28.12	\$29.11	\$30.11				
					2009	\$26.92	\$27.94	\$28.97	\$29.98	\$31.01				
					2010	\$27.59	\$28.64	\$29.69	\$30.73	\$31.78				

Note: Wages increased 3.25% for 2008, 3.00% for 2009, and 2.50% for 2010.

Old Band#	New Band#	Class#	Std Hrs	Classification		Step 1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9
16	17	220U01	35	Procurement Analyst	2008	\$21.71	\$22.97	\$24.23	\$25.49	\$26.77	\$28.02	\$29.29		
16	17	220U02	37.5	Communications Assistant	2009	\$22.36	\$23.66	\$24.96	\$26.26	\$27.57	\$28.87	\$30.16		
16	17	220U03	35	Finance Officer	2010	\$22.92	\$24.25	\$25.58	\$26.91	\$28.26	\$29.59	\$30.92		
16	17	220U04	37.5	Information Officer 2										
16	17	225U01	37.5	Volunteer Coordinator										
16	17	225U02	37.5	Data Quality Analyst										
17	18	140U01	35	AV Specialist	2008	\$24.68	\$25.62	\$26.56	\$27.51	\$28.43				
17	18	145U01	37.5	Recreationist	2009	\$25.42	\$26.39	\$27.35	\$28.33	\$29.28				
17	18	145U02	37.5	Technician 4	2010	\$26.06	\$27.05	\$28.04	\$29.04	\$30.01				
18	19	110U01	37.5	Registered Practical Nurse	2008	\$23.01	\$23.70	\$24.41	\$25.14	\$25.90	\$26.68	\$27.48		
18	19	110U02	37.5	Case Worker	2009	\$23.70	\$24.41	\$25.14	\$25.90	\$26.68	\$27.48	\$28.30		
					2010	\$24.29	\$25.02	\$25.77	\$26.55	\$27.34	\$28.16	\$29.01		
19	20	260U01	37.5	Research Analyst 1	2008	\$19.82	\$20.97	\$22.13	\$23.28	\$24.44	\$25.59	\$26.74		
					2009	\$20.42	\$21.60	\$22.79	\$23.97	\$25.17	\$26.36	\$27.54		
					2010	\$20.93	\$22.14	\$23.36	\$24.57	\$25.80	\$27.01	\$28.23		
20	21	230U01	37.5	Information Officer 1	2008	\$21.69	\$22.95	\$24.21	\$25.47	\$26.74				
20	21	230U02	35	Finance Assistant	2009	\$22.34	\$23.63	\$24.93	\$26.23	\$27.54				
20	21	230U04	37.5	Library Assistant	2010	\$22.90	\$24.22	\$25.56	\$26.89	\$28.23				
20	21	235U01	37.5	Admitting Coordinator										
20	21	235U02	37.5	CH&E Assistant										
20	21	235U03	37.5	Inventory Specialist										
20	21	235U04	37.5	Health Records Analyst										
20	21	235U05	35	Commodity Specialist										
20	21	235U06	37.5	Chart Coordinator										
	22	275U06	37.5	Animal Facilities, Lead Hand	2008	\$21.56	\$22.81	\$24.06	\$25.31	\$26.58				
					2009	\$22.21	\$23.49	\$24.78	\$26.07	\$27.37				
					2010	\$22.76	\$24.08	\$25.40	\$26.72	\$28.06				
21	23	180U01	35	Administrative Secretary	2008	\$22.64	\$23.50	\$24.35	\$25.22	\$26.07				
21	23	180U01	37.5	Administrative Secretary	2009	\$23.31	\$24.20	\$25.08	\$25.98	\$26.86				
21	23	180U02	35	AV Assistant	2010	\$23.90	\$24.81	\$25.71	\$26.63	\$27.53				
21	23	180U03	35	Court Liaison										
21	23	185U01	37.5	Technician3										
22	24	120U01	37.5	Tradesperson	<i>Special Adj</i>	\$24.43	\$24.96	\$25.50	\$26.05					
					2008	\$25.22	\$25.77	\$26.33	\$26.89					
					2009	\$25.98	\$26.54	\$27.12	\$27.70					
					2010	\$26.63	\$27.20	\$27.80	\$28.40					
22	25	120U02	37.5	Cook/Inventory Control 2	2008	\$25.22	\$25.77							
					2009	\$25.98	\$26.54							
					2010	\$26.63	\$27.20							

Note: Wages increased 3.25% for 2008, 3.00% for 2009, and 2.50% for 2010.

Old	New													
Band #	Band #	Class #	Std Hrs	Classification	Special Adj	Step 1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9
23	26	170U01	37.5	Maintenance Generalist		\$22.97	\$23.46	\$23.95	\$24.48					
					2008	\$23.72	\$24.23	\$24.73						
					2009	\$24.43	\$24.95	\$25.47	\$26.03					
					2010	\$25.04	\$25.58	\$26.11	\$26.68					
23	27	170U02	37.5	Support Worker Lead Hand		\$23.72	\$24.23							
					2008	\$23.72	\$24.23							
					2009	\$24.43	\$24.95							
					2010	\$25.04	\$25.58							
24	28	270U01	35	Department Secretary		\$19.59	\$20.73	\$21.87	\$23.01	\$24.16				
24	28	275U01	37.5	Department Secretary		\$20.18	\$21.35	\$22.53	\$23.70	\$24.88				
24	28	270U02	35	Finance Clerk		\$20.69	\$21.88	\$23.09	\$24.29	\$25.50				
24	28	275U02	37.5	Lab Assistant										
24	28	275U03	37.5	Research Assistant 2										
24	28	275U04	37.5	Volunteer Assistant										
24	28	275U05	37.5	Transcriptionist										
25	29	200U01	37.5	Technician2		\$20.77	\$21.56	\$22.35	\$23.14	\$23.92				
					2008	\$20.77	\$21.56	\$22.35	\$23.14	\$23.92				
					2009	\$21.40	\$22.21	\$23.02	\$23.84	\$24.63				
					2010	\$21.93	\$22.76	\$23.60	\$24.43	\$25.25				
26	30	280U01	37.5	Admitting Clerk		\$18.71	\$19.80	\$20.88	\$21.97	\$23.07				
26	30	280U02	37.5	Security Officer		\$19.27	\$20.39	\$21.51	\$22.63	\$23.76				
26	30	280U04	37.5	Chart Clerk		\$19.75	\$20.90	\$22.05	\$23.20	\$24.36				
26	30	280U05	37.5	Telecommunications Lead Hand										
27	31	290U01	35	Clerk 2		\$18.10	\$19.15	\$20.21	\$21.26	\$22.32				
27	31	295U02	37.5	Security Guard		\$18.65	\$19.73	\$20.81	\$21.90	\$22.99				
					2008	\$18.10	\$19.15	\$20.21	\$21.26	\$22.32				
					2009	\$18.65	\$19.73	\$20.81	\$21.90	\$22.99				
					2010	\$19.11	\$20.22	\$21.33	\$22.44	\$23.57				
28	32	210U01	37.5	Cook/Inventory Control 1		\$21.17	\$21.55							
28	32	210U02	37.5	Housekeeping Lead Hand		\$21.80	\$22.20							
					2008	\$21.17	\$21.55							
					2009	\$21.80	\$22.20							
					2010	\$22.35	\$22.75							
29	33	300U01	37.5	Program Assistant		\$17.28	\$18.29	\$19.29	\$20.30	\$21.32				
29	33	300U02	37.5	Research Assistant 1		\$17.80	\$18.84	\$19.87	\$20.90	\$21.96				
29	33	300U03	37.5	Telecommunications Clerk		\$18.25	\$19.31	\$20.37	\$21.43	\$22.50				
29	33	300U04	35	Clerk 1										
29	33	300U06	37.5	Support Worker										
		300U07	37.5	Peer Support Worker										
30	34	250U01	37.5	Dietary Attendant		\$20.40	\$20.74							
30	34	250U02	37.5	Housekeeping Attendant		\$21.02	\$21.36							
					2008	\$20.40	\$20.74							
					2009	\$21.02	\$21.36							
					2010	\$21.54	\$21.89							

Note: Wages increased 3.25% for 2008, 3.00% for 2009 and 2.50% for 2010.

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