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EFF.	93	04	01
TERM.	96	03	31
No. OF EMPLOYEES	190		
NUMBER OF EMPLOYEES	A		

FULL-TIME AND PART-TIME
COLLECTIVE AGREEMENT

between

NETWORK NORTH
The Community Mental Health Group

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
LOCAL 666

Effective: April 1, 1993
Expires: March 31, 1996

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COLLECTIVE AGREEMENT

between

ONTARIO PUBLIC SERVICE EMPLOYEES UNION - LOCAL 666

and

NETWORK NORTH - THE COMMUNITY MENTAL HEALTH GROUP

EXPIRES MARCH 31, 1996

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PREAMBLE

The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement, to promote the morale, well-being and security of all employees through the prompt and fair disposition of grievances, and to provide fair wages, hours and working conditions for the employees.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - SCOPE AND RECOGNITION

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

Bargaining Unit A: Sudbury - Paramedical - Full-time

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

Bargaining Unit B: Sudbury - Paramedical - Part-time

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

Bargaining Unit C: Detoxication Services

All employees of the Employer at its Detoxication Services at Sudbury, Ontario, save and except supervisors and persons above the rank of Supervisor.

Bargaining Unit D: Community Clinics - Paramedical - Full-time

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

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

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

Bargaining Unit F: Network North - The Community Mental Health Group - Office and Clerical - Full-time

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

Bargain Unit G: Network North - The Community Mental Health Group Office and Clerical - Part-time

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

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

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

1.02 All of the provisions of this collective agreement shall apply to each of the seven (7) bargaining units described above, except where separate provisions have explicitly been provided for a bargaining unit.

1.03 Definitions

1.03 a) Full-time Employee

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

b) Probationary Employee

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

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

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

d) Temporary Employee

- (i) Temporary employees are those hired for a specific term or project not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WCB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Employer. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons during the probationary period or at the end of the term or project shall not be the subject of a grievance or arbitration, and the expiry of a project shall not be deemed to be a layoff.
- (ii) Temporary employees shall only be hired in the event that Article 13.04 does not apply, or where no applicant is appointed pursuant to 13.04.
- (iii) Except where specifically modified within this agreement, a temporary employee shall have all the rights of a regular full-time or part-time employee as applicable.
- (iv) The Employer will outline to employees selected to fill such temporary vacancies, and to the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.
- (v) For the purposes of vacations, seniority and benefits, part-time employees who temporarily relieve full-time employees shall be considered part-time employees.
- (vi) Where a full-time employee receives a temporary part-time position, she shall receive part-time employee vacation pay and benefits. Such employees shall remain full-time employees for the purposes of seniority.

e) Students

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

f) S.S.E.P. Employees

- (i) Social Services Employment Program employees are those hired pursuant to the program to fill non-recurring positions which would not otherwise be filled by the Employer.
- (ii) Such employees shall be hired for a term not to exceed one (1) year and shall be subject to all the terms and conditions of the Collective Agreement except that they shall not be entitled to compete for vacant positions posted pursuant to Article 13 of this Agreement.
- (iii) Once the posting procedures under Article 13 have been exhausted and have failed to produce a successful candidate, S.S.E.P. employees shall be considered by the Employer and shall exercise their seniority as stipulated by Article 13.02 prior to the Employer exercising its rights under Article 13.03 of the Collective Agreement.
- (iv) Notwithstanding (ii) above, the Layoff and Recall provisions of this agreement shall not apply to S.S.E.P. employees when the program is terminated during or at the end of its term. Termination of an S.S.E.P. employee at the end of a program shall not be the subject of a grievance.

1.04 Government Employment Programs

May be available to the Employer from time to time, therefore the Employer may hire persons in accordance with the terms of the program, and at a rate of pay stipulated by the program. Such persons shall not be included in the various bargaining units. When a program becomes available to the Employer, the local Union president shall be notified as to the proposed duration, the persons to be utilized, the nature of the work to be performed, and the areas in which they shall be working.

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

ARTICLE 2 - NO DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employees by representatives of the Employer or representatives of the Union, nor shall there be any discrimination between employees with respect to race, creed, colour, age, sex, marital or parental status, nationality, union activity, or union membership or handicap, provided that such handicap does not prevent the employee from performing the necessary functions of her job.

ARTICLE 3 - MANAGEMENT RIGHTS

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

ARTICLE 4 - DUES DEDUCTION

- 4.01 The Employer shall deduct Union dues from the wages of all employees covered by this Agreement.
- 4.02 The Employer shall forward such deduction to the Union not later than the 15th of the month following the month in which the deduction was made, accompanied by a list of the names of the employees from whose wages the deductions have been made. The Employer shall provide the Union with a list of new employees and employees who have been terminated in the preceding month.

- 4.03 Dues deductions shall be in the amounts as stipulated in writing by the Secretary-Treasurer of the Union, provided the calculation of such union dues may be accommodated by an existing program on the Employer's computer. The Employer shall endeavour to implement the changes in union dues as soon as practicable.
- 4.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 4.05 The Employer agrees to report total annual union dues deducted on T4 slips.

ARTICLE 5 - UNION RIGHTS AND ACTIVITY

- 5.01 The Employer agrees to recognize the following union stewards:

One (1) steward from each of the eight (8) Community Clinics:
Walden Help Centre,
Positive Steps,
Alternatives (St. Charles),
Chapleau Mental Health Clinic,
East Algoma Mental Health Clinic (Elliot Lake)
Espanola Mental Health Clinic,
Manitoulin Mental Health Clinic,
Nadmadwin Mental Health Clinic,
and Community Clinics - Central Team; one (1) steward from PineGate Addiction Services, one (1) steward from Men's Detox Services; one (1) steward from Women's Detox Services; one (1) steward from Developmental Clinical Services (Cottage 2); Two (2) stewards from Regional Children's Psychiatric Centre full-time; two (2) stewards from Regional Children's Psychiatric Centre part-time; one (1) steward from Speech/Language Service; one (1) steward from Occupational Therapy; one (1) steward representing R.M.C. and Education; and one (1) steward from Sudbury Algoma Hospital representing clerical employees, full-time and one (1) clerical part-time; plus three (3) stewards-at-large whose jurisdiction and duties will be stipulated in writing by the Union. The number of jurisdictions of stewards shall be reviewed by the Employee Relations Committee from time to time.

- 5.02 All the above-mentioned representatives shall be employees who have completed their probationary period, unless there are no employees off probation in the work area to be represented.

5.03 In addition to the above employees, the Employer shall also recognize a Union Staff Representative who may be assigned to assist these employees in the discharge of their union duties.

A Staff Representative may enter the premises of the Employer to conduct union business after having received prior permission from the Director of Human Resources. Such permission shall not be unreasonably withheld. The Employer may request the attendance of a Union Staff Representative at any meeting.

5.04 The Union shall provide the Employer with an up-to-date list of the names, office and jurisdiction held by each employee acting pursuant to this Article, and only those thus named shall be recognized by the Employer.

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

5.05 It is understood that representatives of the Union have their normal duties to perform; therefore, no representative shall leave her duties to conduct Union business as provided in this Agreement without prior consent of her supervisor which shall not be unreasonably withheld.

5.06 Union Stewards may attend at Grievance meetings with the Employer without loss of regular pay. It is understood that such time spent at Grievance meetings shall not be used in the calculation of any overtime pay.

5.07 Bulletin Boards

The Employer shall provide a bulletin board in the main hospital building for the purpose of posting notices of meetings, and such other notices as may be of interest to employees. The Union agrees that all such notices must be signed by an officer of the Union, and submitted to the Director of Human Resources for approval and posting. Such approval shall not be unreasonably withheld.

The Union shall appoint one designated officer of the Union to coordinate bulletin board notices with the Director of Human Resources or her designate. Once a notice has been approved as outlined in this Article, such Union officer will undertake to distribute an identical copy of the notice for posting in each work location as listed in Article 5.08 of this Agreement.

5.08 Work Locations

For the purposes of Article 5.07 of this Agreement, work locations shall be as follows:

Main Hospital
Building #2 (Rehabilitation Services & Therapeutic Recreation Services)
Ruth MacMillan Centre
Cottage I (Education, Library and R.C.P.C. Family Unit)
Cottage II (Developmental Clinical Services)
Cottage III (Child Care Unit)
Detoxication Services
Chapleau Mental Health Clinic
Espanola Mental Health Clinic
Manitoulin Community Clinic
Positive Steps
PineGate Addictions Service
East Algoma Mental Health Clinic
Nadmadwin Mental Health Clinic
Alternatives
400 Child Care Unit
Speech/Language Service
Integrated Services for Northern Children

5.09 Copies of Agreement

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

5.10 The Employer shall advise each new employee of the existence of the Union and provide her with a copy of this Agreement.

5.11 The Union agrees that there shall be no Union activity on the premises of the Employer without the permission of the Director of Human Resources, except as expressly permitted elsewhere in this Agreement. It is understood that this clause is not intended to interfere with the right of the employees to discuss Union matters provided that they are on their rest breaks or meal periods.

5.12 Negotiating Committee

Effective on ratification of this collective agreement, the Employer recognizes the Union Negotiating Committee comprised of five (5) members. Such members shall attend negotiating meetings up to and including conciliation without loss in regular pay. The Union may request two (2) additional members who shall attend meetings without pay.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01 It is the mutual desire of the parties that complaints of employees shall be adjusted quickly and effectively. As provided in clause 5.05 and 5.06, an employee and her steward shall be given time off with no loss of pay to attend any grievance meeting with the Employer provided for in this Article.

6.02 For the purpose of this Article and Article 7, "days" shall mean Monday to Friday exclusive of paid holidays.

6.03 For purposes of this Agreement "Supervisor" means the first person to whom an employee reports who is excluded from this collective agreement because of managerial responsibilities.

6.04 Complaints

An employee with a complaint shall discuss the matter with her immediate Supervisor within ten (10) days of the circumstances giving rise to the complaint, or of the date on which the employee ought reasonably to have become aware of the circumstances. During this discussion, the employee will inform the immediate supervisor that such discussion should be considered as a complaint under the Grievance Procedure of this Agreement. Her immediate Supervisor shall give her answer within five (5) days of the discussion of the complaint. Failing settlement at the Complaint Step, within five (5) days of the answer or deadline for giving the answer, the matter may then be taken up as a grievance.

6.05 A grievance shall be defined as "any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement." An employee has no grievance until she has first discussed the complaint with her immediate supervisor.

6.06 Grievance Procedure

Step I

An employee may file a grievance in writing with the next supervisory level above the immediate supervisor. 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. The grievance shall be dated and signed by the employee. The Employer shall reply in writing within five (5) days of the submission of the grievance.

step 2

Failing settlement at Step 1, the employee may refer the grievance to the Chief Executive Officer or his designee within five (5) days of the answer at Step 1, or the deadline for receiving a reply at Step 1. The parties shall meet and attempt to resolve the grievance within a further ten (10) days, and the answer to the grievance shall be in writing within ten (10) days of the meeting.

6.07 Failing settlement at Step 2, a grievance concerning the application, interpretation or alleged violation of this Collective Agreement may be referred to arbitration within ten (10) days of the reply or the deadline for a reply at Step 2.

6.08 The time limits imposed on either party may be extended by mutual agreement in writing, but otherwise time limits shall be strictly adhered to and should the grievor fail to observe the time limits, the grievance shall be deemed to be abandoned. If either party fails to reply to the grievance within the time limits set out herein, the grievance may be submitted to the next step.

6.09 Dismissal Grievances

An employee who has completed her probationary period and believes that she has been dismissed without just cause may submit a grievance directly to Step 2 within five (5) days of receiving her letter of dismissal. Such a grievance may be settled by confirming the Employer's action, or by reinstating the employee with full, partial or no compensation and seniority, or by any other arrangement which is deemed just and equitable.

6.10 Group Grievances

An employee grievance which is common to two or more employees shall commence at the Complaint Step. At Step 1, one employee shall be designated to act as grievor on behalf of the named group of employees. Each employee to the grievance shall sign the grievance form.

6.11 Union Grievances

A grievance arising directly between the parties concerning the interpretation, application or alleged violation of this Agreement which is not properly lodged as an employee grievance may be submitted by the Union at Step 2 of the grievance procedure within seven (7) days from circumstances giving rise to the grievance.

6.12 Network North - The Community Mental Health Group - Grievances

The Employer may present a Network North - The Community Mental Health Group grievance which is a grievance arising directly between the parties concerning the interpretation, application, or alleged violation of the Collective Agreement by presenting the written grievance to the local Union President within seven (7) days of the circumstances giving rise to the grievance. The parties shall meet at a mutually agreeable time to discuss the merits of the grievance and the Union shall forward its answer to the Director of Human Resources within five (5) days of the meeting. Failing settlement at this stage, the Employer may refer the grievance to arbitration within seven (7) days of the answer, or of the deadline for an answer, or where no meeting has taken place within seven (7) days of the date of the grievance.

ARTICLE 7 - ARBITRATION

7.01 Where a grievance is referred to arbitration, the following procedure shall apply:

- a) The party referring the grievance shall give written notice to the other party indicating that it intends to refer the matter to arbitration, giving the name and address of its appointee to the Arbitration Board.
- b) Within fourteen (14) days after receiving such notice the other party shall respond by indicating the name and address of its appointee to the Arbitration Board.
- c) The two (2) appointees shall within fourteen (14) days after receipt of the notice of the appointment of the second of them, appoint a third person who shall be the chairman of the Arbitration Board.
- d) If the recipient fails to name an appointee, or if the two (2) nominees fail to agree upon a chairman, an appointment may be made by the Office of Arbitration upon the request of either party.

- 7.02**
- a) The Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee affected by it.
 - b) The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs.

- c) Each party shall pay one-half (1/2) of the remuneration and expenses of the Chairman of the Arbitration Board.
- d) The Board shall have jurisdiction to determine whether a grievance is arbitrable.
- e) Jurisdiction

The Board of Arbitration or Arbitrator, as the case may be, shall not have the power to change this Agreement, or to alter, modify or amend any of its provisions, or to render a decision inconsistent with the express terms of this Collective Agreement.

- f) Upon mutual agreement, either party may submit the grievance to a single arbitrator, who shall have the same power as the Board of Arbitration. Each party may prepare a written dissenting opinion which shall be forwarded to the Arbitrator within ten (10) days following receipt of the decision, and shall be attached to and form part of the decision.

7.03 The Steward for the area where the grievor is employed shall be given leave of absence without pay to attend the arbitration hearing of a grievor.

ARTICLE 8 - NO STRIKES OR LOCKOUTS

Neither the Union nor any of its officers or officials, nor any employee shall take part in, or call, or encourage any strike, sit-down, slow-down or any suspension of work against the Employer which shall in any way affect the operations of the Employer, nor shall the Employer, or any of its officers or officials engage in any lock-out.

ARTICLE 9 - PERSONNEL FILE

9.01 Upon five (5) days written notice to the Director of Human Resources, an employee shall be entitled to view the entire contents of his personnel file. The employee undertakes not to remove or alter, in any way, any material contained in his personnel file. It is further understood that all items in the personnel file remain the property of the Employer.

9.02 Two (2) years after a warning which involves a letter of reprimand and/or suspension has been issued, except the warning which indicates that a re-occurrence of a similar and/or related infraction may result in the termination of employment, the warning so given shall not be considered in subsequent disciplinary action, and will be removed from the employee's employment record, provided that the employee's record is free of any further discipline during that two (2) year period.

9.03 The Employer shall notify the Union when an employee has been terminated, suspended, demoted or issued a written warning. Any written reply by an employee shall become part of her record.

9.04 Appraisals

An employee who is not satisfied with her performance appraisal may elect to attach a statement to the document, setting out the details of and reasons for her objections.

ARTICLE 10 - EMPLOYEE RELATIONS COMMITTEE

10.01 There shall be an Employee Relations Committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer. Additional guests may be invited by mutual agreement of the parties hereto.

10.02 The Employee Relations Committee shall meet at the request of either party to discuss matters of concern, or upon implementation of Clause 10.03. Meetings shall be at a mutually agreed time and place. It is expressly understood that this Committee shall not usurp the authority or duties of the Negotiation or Grievance Committees. Each party shall notify the other party of the proposed agenda as far in advance of the meeting as possible.

10.03 (Excluding Clerical Bargaining Units F & G)

In the event that the Employer or an employee has reasonable grounds to believe that someone is being asked to perform a duty or cease an activity which may be in conflict with professional/ethical standards of appropriate patient care, they may, without prejudice or subsequent disciplinary action, institute the following procedure:

- i) The individuals involved shall discontinue the specific activity in question and inform the appropriate supervisor and appropriate employees involved and the Union executive, as soon as possible.
- ii) A meeting shall be convened of the Employee Relations Committee as soon as possible. All parties will prepare a written statement pertaining to the nature of the concern and any pertinent data which would facilitate the Committee's deliberations.
- iii) If a resolution of the concern cannot be reached to the satisfaction of all parties by the Employee Relations Committee, then the matter will be referred to the Professional Advisory Committee with a request for prompt consideration.

- iv) The Union Executive will be invited to name an employee to participate in all Professional Advisory Committee deliberations with regard to the issues which arise under this procedure.
- v) A report of the findings of the Professional Advisory Committee will be submitted to the Employee Relations Committee, including any recommendations for changes in practices or procedures.
- vi) If the issue is not successfully resolved to the satisfaction of a majority of the members of the Employee Relations Committee, then the issue will be referred for an independent review.
- vii) If both parties can mutually agree to an appropriate independent expert, such expert will be appointed to conduct the independent review and costs shall be shared equally by the Union and Management. If no mutual agreement shall be reached on a single appointee, then each party shall choose an appointee and such appointees shall choose a mutually agreeable chairman. Therefore, a committee of three will be responsible to conduct the investigation.

In the event that the parties are unable to agree to choose a chairperson, a draw shall be made from a list of three (3) names submitted by the Union and three (3) names submitted by the Employer.

- viii) Each party shall bear the cost of its own nominee and shall support equally the fee of the chairman and whatever expenses are incurred by this Assessment Committee in the performance of its responsibilities as set out herein.
- ix) The Assessment Committee shall set a date to conduct a hearing into the issue of concern as soon as practicable, and it shall be empowered to investigate as is necessary, and to make what findings are appropriate in the circumstances. The Assessment Committee shall report its findings in writing to the Employee Relations Committee and the Professional Advisory Committee as soon as practicable.

10.04 (Excluding Clerical Bargaining Unit F & G)

The parties agree that no matter raised under Article 10.03 shall be the subject of a grievance.

10.05 Employee representatives shall attend such meetings without loss of pay or benefits.

ARTICLE 11 - SENIORITY

11.01 Seniority shall mean an employee's length of continuous service from the last date of hire, expressed in hours, as detailed by the provisions of Clause 11.04.

11.02 Employees promoted to supervisory positions or transferred to other positions not covered by this Agreement shall continue to accrue seniority for six (6) months, after which they shall retain but not accrue seniority, so long as they are in an excluded position.

11.03 The parties agree to recognize the free exercise of seniority by an employee wishing to move between any of the seven (7) bargaining units identified in this agreement, except where specifically prohibited.

11.04 (a) Seniority shall only accrue for the following reasons: namely, for regular hours worked, overtime hours worked (counted at straight time), hours worked on a paid holiday (counted at straight time), paid vacation hours and paid leave of absence hours.

(b) Seniority shall also accrue for paid holiday hours, paid hours for maternity and adoption leaves, paid sick leave, and during time off work while in receipt of Workers' Compensation Benefits.

11.05 A single seniority list including employees in each of the seven (7) bargaining units shall be prepared.

Up-to-date seniority lists shall be sent to the Union and posted on the Bulletin Boards in April of each year. Employees shall have thirty (30) days from the date of posting of the Seniority List to question their individual seniority, and if no complaints are received within the thirty (30) day period, the Seniority List shall be deemed to be correct.

11.06 Loss of Seniority and Service

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

- a) voluntarily resigns or retires;
- b) retires at age sixty-five;
- c) is discharged and the discharge is not reversed through the grievance and/or arbitration procedure;

- d) is laid off for the lesser of the period of seniority, or twenty-four (24) months;
- e) utilizes a leave of absence for purposes other than those for which the leave was granted;
- f) is absent from work without permission for 3 or more consecutive scheduled shifts;
- g) is absent from work due to illness, compensable injury, for more than twenty-four (24) months;
- h) the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Employer through registered mail addressed to the last address on the payroll records of the Employer;
- i) refuses to continue to work during an emergency which seriously affects the Employer's ability to provide adequate patient care, unless a satisfactory reason is given to the Employer.

ARTICLE 12 - PROBATIONARY PERIOD

- 12.01 Newly hired employees shall be on probation for the first one hundred and twenty (120) shifts worked of their employment.
- 12.02 During the probationary period, an employee shall be evaluated and shall receive a written assessment of her work performance towards the end of every forty (40) shifts worked. During this period, the employee may be terminated without assigning cause provided that assessments have been received according to the above schedule.
- 12.03 Pursuant to section 43.1(2) of the Labour Relations Act the parties agree that the release of a probationary employee for reasons based on performance and ability to do the job, including skills, suitability and availability shall not be subject to the grievance procedure unless the probationary employee is released for:
- a) reasons which are arbitrary, discriminatory or in bad faith;
 - b) exercising a right under this Agreement.

ARTICLE 13 - JOB VACANCIES

13.01 Posting

Where a job vacancy or a new job is created which the Employer requires to be filled, it shall be posted for ten (10) calendar

days. Applications for the job shall be in writing and shall be made during the period set out on the posting which shall not be less than ten (10) calendar days, except in the case of employees in Bargaining Units D and E who may indicate their intention to apply by telephone within the aforementioned period.

13.02 Filling Vacancies

Candidates for vacancies or new jobs shall be considered on the following basis:

- i) the seniority of the employee;
- ii) the skill, ability, experience and qualifications of the individual to fulfill the normal requirements of the job.

Where factor (ii) is to all intents and purposes equal as between two (2) or more employees, the relative seniority ranking shall govern, subject to the employee's right to lodge a grievance under the grievance procedure as herein set forth.

13.03 If there are no applicants or no successful applicants from the O.P.S.E.U. Bargaining Units, and the recall process in Article 14 has been exhausted, the Employer will be free to hire a person from outside the Bargaining Units.

13.04 Temporary Vacancies

A temporary vacancy, which has an expected duration of three (3) calendar months or more at the time the vacancy is created, shall be posted and filled in accordance with Article 13.01 and 13.02.

On termination of the temporary vacancy, the employee shall be returned to her former position if such position exists. In the eventuality that such position does not exist, the employee may apply her seniority for the purposes of layoff and recall. It is agreed that only the original and one resulting temporary vacancy shall be posted under this Article.

13.05 Restrictions on Applications

Notwithstanding Article 13.02, an employee who accepts a position in Bargaining Units D and E (Community Clinics) shall not be entitled to apply for a position outside their unit for a period of eighteen (18) months, except with the express permission of the Director of Community clinics.

13.06 Trial Period

An employee newly appointed to a vacant position pursuant to article 13.02 shall be regarded as on trial for the first sixty (60) shifts worked in her new position. During this period, the employee may return to her former position and salary if she so desires, or may be returned thereto by the Employer if it is deemed that the employee is not performing the duties of her new position satisfactorily.

13.07 If an employee returns, or is returned during her trial period to her former job and salary, such return shall be without prejudice to the employee's future promotion opportunities, and such return shall not be subject to challenge in the grievance and arbitration procedure.

13.08 Nothing herein shall prevent the Employer from temporarily filling any vacancy. The Employer will not rely on this clause to unduly prolong the procedure for filling vacancies.

ARTICLE 14 - LAYOFF AND RECALL

14.01 In the event of a proposed layoff at the Employer of a permanent or long term (in excess of 13 weeks) nature, the Employer will:

- a) provide the Union with no less than 30 calendar days' notice of long-term layoffs and no less than 3 months' notice of permanent layoff;
- b) meet with the Union through the Employee Relations Committee to review the following:
 - i) the reason causing the layoff;
 - ii) the service the Employer will undertake after the layoff;
 - iii) the method of implementation including the areas of cut-back and employees to be laid off;
 - iv) ways the Employer can assist employees to find alternate employment.

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

14.03 In the event of a layoff the Employer shall identify the positions which are surplus to needs. Where there is more than one employee in the surplus position at the work location in question the employer shall layoff the least senior employee provided the remaining employees in the position at that work location have the qualifications and ability to perform the work. In the event of a layoff of a permanent or a long term nature, employees shall be entitled to three (3) weeks notice or pay in lieu of notice. In the event of a layoff of other than a permanent or long term nature, employees shall be entitled to two (2) weeks notice or pay in lieu of notice.

14.04 An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff and be placed on a recall list for twenty-four (24) months; or
- (b) displace an employee who has lesser bargaining unit seniority in accordance with the following procedure and sequence:

Full-time

- i) Full-time employees who are subject to layoff shall first seek to displace the least senior full-time employee in the same classification whose work location is within a sixty (60) kilometer radius of the work location of the employee subject to layoff provided the employee originally subject to layoff can perform the work without training other than orientation.
- ii) If the employee cannot displace a less senior full-time employee in the same classification within a sixty (60) kilometer radius, the employee shall then seek to displace the least senior full-time employee in progressively lower paying classifications within a sixty (60) kilometer radius of the work location of the employee subject to layoff provided the employee originally subject to layoff can perform the duties of the lower classification without training other than orientation.
- iii) If the employee cannot displace a less senior full-time employee in any classification within a sixty (60) kilometer radius, the employee shall then seek to displace the least senior full-time employee in the same classification outside of the sixty (60) kilometer radius provided the employee originally subject to layoff can perform the work without training other than orientation.

- iv) If the employee cannot displace a less senior full-time employee in the same classification outside of the sixty (60) kilometer radius, the employee shall then seek to displace the least senior full-time employee in progressively lower paying classifications outside of the sixty (60) kilometer radius provided the employee originally subject to layoff can perform the duties of the lower classification without training other than orientation.
- v) If the employee cannot displace any less senior full-time employee, the employee may then seek to displace a less senior part-time employee in accordance with the procedure and sequence set out in i) through iv) above.
- vi) If a vacant position which the Employer requires to be filled exists during the notice period provided to the employee pursuant to Article 14.03, the vacant position shall be considered the least senior employee in that classification and shall be considered a displacement opportunity in accordance with i) through iv) above.

Part-time

- i) Part-time employees who are subject to layoff shall first seek to displace the least senior part-time employee in the same classification whose work location is within a sixty (60) kilometer radius of the work location of the employee subject to layoff provided the employee originally subject to layoff can perform the work without training other than orientation.
- ii) If the employee cannot displace a less senior part-time employee in the same classification within a sixty (60) kilometer radius, the employee shall then seek to displace the least senior part-time employee in progressively lower paying classifications within a sixty (60) kilometer radius of the work location of the employee subject to layoff provided the employee originally subject to layoff can perform the duties of the lower classification without training other than orientation.
- iii) If the employee cannot displace a less senior part-time employee in any classification within a sixty (60) kilometer radius, the employee shall then seek to displace the least senior part-time employee in the same classification outside of the sixty (60) kilometer radius provided the employee originally subject to layoff can perform the work without training other than orientation.

- iv) If the employee cannot displace a less senior part-time employee in the same classification outside of the sixty (60) kilometer radius, the employee shall then seek to displace the least senior part-time employee in progressively lower paying classifications outside of the sixty (60) kilometer radius provided the employee originally subject to layoff can perform the duties of the lower classification without training other than orientation.
- v) If the employee cannot displace any less senior part-time employee, the employee may then seek to displace a less senior full-time employee in accordance with the procedure and sequence set out in i) through iv) above.
- vi) If a vacant position which the Employer requires to be filled exists during the notice period provided to the employee pursuant to Article 14.03, the vacant position shall be considered the least senior employee in that classification and shall be considered a displacement opportunity in accordance with i) through iv) above.

14.05 An employee who exercises her right to displace an employee in a lower paid classification shall be paid her current salary or the maximum salary of the lower classification, whichever is the lesser.

14.06 An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided the employee has the qualifications and ability to perform the work. The recall process shall not apply until the job posting procedure in Article 13 has been completed. An employee who is recalled shall be credited with the seniority the employee held at the time of layoff.

14.07 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 he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified and able to perform the duties of his former position.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

14.08 The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

14.09 Treatment of Laid Off Employees

In-the event that an employee who has been laid off and is placed on a recall list is assigned, by the Hospital, ad hoc shifts or to a temporary vacancy, she will retain but not accumulate her seniority and service held at the time of layoff. Employees in such assignments will be treated as part-time. Where an employee is recalled pursuant to Article 14.06, she will receive credit for service and seniority for shifts worked under this provision. Any assignments under this provision will be offered on a voluntary basis.

ARTICLE 15 - PERSONAL LEAVES OF ABSENCE

15.01 An employee who wishes unpaid leave of absence for personal reasons shall make his request to his supervisor with as much notice as possible and in writing where circumstances permit. Requests for compassionate leave, paternity leave, and for unforeseen emergencies shall be handled in this manner. The Employer will use its best efforts to grant these requests, having regard to the efficiency of the operation of Network North - The Community Mental Health Group and such leave will not be unreasonably denied. Where the request for leave was not in writing, the employee will complete a leave of absence form upon return to work.

15.02 Prepaid Leave

a) Purpose

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

b) Application

Eligible employees must make written application to the Department Head, with a copy to the Director of Human Resources/Personnel, at least six (6) months prior to the intended commencement date of the salary deferral portion of the Pre-Paid Leave Plan. Such application will outline the reason the leave is being requested. Priority will be given to applicants intending to use the leave to pursue formal education related to their profession. As between two (2) or more candidates, from the same department, with the same intended purpose seniority shall govern. The employee will be informed of the disposition of his application as soon as is reasonably possible after the closing date for applications.

- c) The total number of employees that may be accepted into the Pre-Paid Leave Plan in any one plan year as defined in Article 15.02 (1) and from any one department shall be not more than 5 employees in the Plan at any one plan year and shall be not more than one (1) employee from any one department. Where there are more applications than spaces allotted, seniority shall govern subject to 15.02 (b) above.

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 Employer, authorizing the Employer to make the appropriate deductions from the employee's pay. The agreement will also include:

- a) A statement that the employee is entering the plan in accordance with Article 15.02 of the Collective Agreement.
- b) The period of salary deferral and the period for which the leave is requested.
- c) 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 Employer. 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 Employer. 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

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

Full-Time Employees Only

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 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 Employer will endeavour to find a temporary replacement for the employee, as far in advance as practicable. If the Employer 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 Employer 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 15.02 (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 Employer represented by O.P.S.E.U., selected to fill vacancies resulting from replacing an employee on a pre-paid leave need not be considered for other vacancies while replacing such employee. Upon completion of the leave, the replacing employee will be returned to his former position, and the filling of subsequent vacancies will likewise be reversed.

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

ARTICLE 16 - BEREAVEMENT LEAVE

16.01 If required by an employee, a leave of absence without loss of pay and benefits shall be granted to a maximum of three (3) consecutive days when the death or deaths occur in the employee's immediate family. The term "immediate family" means husband, wife, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law and grandparents.

An employee requesting a Bereavement Leave of Absence shall indicate to the Employer whether the leave shall commence on the day of the death of the immediate family member or terminate on the day of the funeral.

16.02 The Employer shall grant a leave of absence of one (1) day without loss of pay in order that an employee may attend the funeral of a brother-in-law, sister-in-law or grandchild.

ARTICLE 17 - COURT ATTENDANCE

If an employee is required to serve as a juror in any court of law, or is required by the Employer to attend a court of law as a witness, or is required to attend as a witness at a Coroner's inquest in a job related matter, the employee shall not lose regular pay because of necessary absence from work due to attendance, provided that the employee:

- a) informs the Employer immediately upon being notified that the employee will be required to attend the court or the Coroner's inquest;

- b) presents proof of service requiring the employee's attendance;
- c) 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.

ARTICLE 18 - UNION LEAVE

- 18.01** The Employer, upon four (4) weeks written notice from the Union shall grant a leave of absence to employees appointed by the Union to attend Union business for an aggregate of thirty (30) calendar days in a calendar year (excluding any leave under Articles 18.02 and 18.03) providing the granting of such leave does not unduly interfere with the efficient operations of the Employer, and that no more than two (2) employees shall request such leave at any one time.
- 18.02** When an employee is elected as the Union's President or first Vice-president (Provincially) the Union shall, immediately following such election, advise the Employer of the name of the employee so elected. A leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. In the event that a leave under 18.02 is granted to an employee in the classifications of Psychologist, Speech Pathologist and Occupational Therapist, the Employer shall be entitled to declare the position vacant and fill the vacancy utilizing Article 13. When the employee returns at the conclusion of the leave of absence, he shall be offered a position within the classification that he held at the commencement of the leave. In the event that the employee's position is no longer available, upon his return he shall be placed in a position with Network North - The Community Mental Health Group at his former rate of pay, and the employee shall be deemed to be "red circled" until such time as the rate for the job he is performing as set out in Appendix "A" surpasses his red-circled rate, or he is returned to his former or equivalent position.
- 18.03** Where an employee is elected or appointed as an Executive Board Member or Executive Officer of O.P.S.E.U., such employee shall be granted a leave of absence with pay and benefits to exercise the duties of such appointment, provided that the employee gives the Employer at least four (4) weeks written notice, and such leave shall be restricted to one (1) employee at any one time.

18.04 The Union shall reimburse the Employer the amounts paid on behalf of employees, including pay and benefits, for any leave granted under Article 18.01, 18.02 or 18.03.

ARTICLE 19 - MATERNITY AND ADOPTION LEAVE

19.01 An employee shall be eligible for maternity or adoption leave upon the completion of one (1) year of service.

19.02 Leave shall be permitted for up to seventeen (17) weeks and shall be extended to a maximum of an aggregate of six (6) months upon the written request of the employee, provided that the employee makes her request at least one (1) month prior to the previously agreed date for her return to work.

19.03 The employee shall advise her immediate supervisor in writing of the proposed date for the commencement of her leave, and her return to work as soon as possible, and at least one (1) month prior to the expected start of the leave, and two (2) weeks prior to the expected return to work.

19.04 At the conclusion of her leave, the employee shall be reinstated in her former position unless the position has been discontinued, in which case, she shall be given a comparable job. This clause does not supersede the layoff provisions of this Agreement.

19.05 The Employer may request an employee to commence a maternity leave at such time as she cannot reasonably perform the duties of her position due to her pregnancy. Such time off under this clause shall be in addition to the leave granted under Clause 19.02.

19.06(a) Subject to U.I.C. approval, for such leaves an Employee who qualifies shall be entitled to receive Supplementary Unemployment Benefits as follows:

i) For the first two (2) weeks, payment equivalent to eighty percent (80%) of the actual weekly rate of pay that she was receiving on the last day worked prior to the commencement of maternity leave.

ii) Up to a maximum of fifteen (15) weeks payment equivalent to the difference between weekly Unemployment Insurance Commission Benefits the employee is eligible to receive and other earnings received by the employee, and eighty percent (80%) of the actual weekly rate of pay that she was receiving on the last day prior to the commencement of maternity leave.

- (b) Employees who qualify under item 19.06(a) shall cooperate with the Employer by providing written documentation from U.I.C. to verify the amount of U.I.C. benefits.
- (c) For such leaves commencing after 26 November, 1986, during the seventeen (17) weeks of leave, the employer shall continue to pay its share of the premium cost of insured benefits.

19.07 The Employee's share of these premiums, where applicable, shall be deducted from the last pay cheque prior to the commencement of leave, or alternatively, may be remitted in the form of post-dated cheques.

ARTICLE 20 - LATENESS

Employees who are late for their scheduled shift shall be deducted from the time actually worked according to the following schedule, unless excused by the immediate supervisor at his/her discretion:

<u>Minutes Late</u>	<u>Time Deducted</u>
1 - 15	nil
16 - 30	30 minutes
31 - 45'	45 minutes
46 - 60	1 hour

and so on in units of one-quarter (1/4) hour.

ARTICLE 21 - TECHNOLOGICAL CHANGE OR MAJOR REORGANIZATION

When the Employer has decided to introduce a major reorganization or technological change which will significantly alter the status of an employee within the bargaining unit by a layoff, a demotion, or a transfer between communities, the Employer undertakes to meet with the Union as soon as practicable to consider the minimization of adverse effects upon the employees concerned.

ARTICLE 22 - NOTICE OF TERMINATION OF EMPLOYMENT

If an employee in the bargaining unit is planning to terminate her services with the Employer, she must give her immediate supervisor in charge, or her designee, notice in writing as follows:

- a) a minimum of four (4) weeks: Social Workers, Psychometrists, Clinicians, Psychologists, Speech Pathologists, Research Assistants, Occupational Therapists, Mental Health Worker III, Community Psychiatric Nurses, Coordinators of Autistic Services, Community Mental Health Workers, Supervisors Adolescent Day Care, Lab Technologists, Staff Educators, Child and Youth Workers - Outpatient, Mental Health Workers, Mental Health Worker II, Recreation Worker, and Suicide Prevention Worker.
- b) a minimum of two (2) weeks: all other classifications.

If this notice is not given, vacation pay shall be in accordance with the Employment Standards Act currently in force, and the Employer may recover any vacation pay in excess of this amount for the preceding twelve (12) months from any monies owing to an employee. The Employer may deduct from any monies owing to an employee, Welfare payments made by the Employer in advance on behalf of the employee concerned. Notice may be waived at the discretion of the Employer.

Employees under (b) above are encouraged to give three (3) weeks' notice, when possible, but failure to do so will attract no penalty.

ARTICLE 23 - HOURS OF WORK (Excluding overnight assignments)

23.01(a) The Employer does not guarantee to provide employment or work for normal hours, or work for any other hours.

- (b) The normal hours of work for all employees within this bargaining unit shall be seven and one-half (7-1/2) hours per day excluding the lunch period which shall be unpaid, and ten (10) shifts per two (2) week pay period.

23.02 Lunch Periods for Child & Youth Workers and Detox Assistants

- i) The duration of the lunch period shall be one-half (1/2) hour.
- ii) Employees shall take a lunch break during the shift and shall coordinate the timing of lunch breaks with the shift coordinator or supervisor.
- iii) Lunch breaks will be scheduled on all shifts.
- iv) In the event that it is necessary for an employee to attend to the needs of a client during the period of his lunch break, he shall be entitled to take the break at some other point during the shift.

- (v) A Child & Youth Worker who is authorized by her immediate supervisor or designee to work through the lunch break and cannot schedule a lunch break under (iv) above shall be entitled to claim one-half (1/2) hour overtime which shall be compensated in accordance with Article 23.04.

23.03 Rest Periods

All employees covered by this Agreement are entitled to one fifteen (15) minute paid rest period in each half of their normal work day and an additional fifteen (15) minute paid rest period for each four (4) hours worked in excess of the seven and one-half (7-1/2) hours worked per day.

23.04 Overtime

- a) Authorized overtime worked in excess of seven and one-half (7-1/2) hours per day, or in excess of seventy-five (75) hours worked in a two (2) week pay period shall be taken at the rate of one and one-half (1-1/2) hours off with pay at the regular hourly rate for each overtime hour worked, except that a period of not more than fifteen (15) minutes necessary to finish assigned work on an irregular basis shall be deemed a "tag end" and shall not be counted as overtime.

All time in excess of fifteen (15) minutes shall be considered overtime and shall be computed from the end of the normal shift, in blocks of 15 minutes.

- b) **Daylight Savins Time**

Employees who work on a shift during which a change occurs from Daylight Saving Time to Standard Time or vice-versa, shall receive a normal day's pay, including any applicable premium, regardless of whether they work one (1) hour more or one (1) hour less due to the time change.

23.05 For the purpose of calculating overtime entitlement, all absences paid by the Employer when an employee would have otherwise been scheduled to work shall be considered as time worked.

23.06 Overtime shall be banked and taken as compensating time off at a mutually agreeable time with the employee's Supervisor, provided that such agreement shall not be unreasonably withheld. Residential Child and Youth Workers may elect to receive time and one-half (1-1/2) overtime pay or bank such overtime. The election shall be made when the overtime occurs. Banked overtime shall be taken during the Employer's fiscal year. If the overtime is not taken by February of any year it shall be scheduled as time off by the **employee's Supervisor.**

23.07 Scheduling Regulations for Child & Youth Workers

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

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

- h) Child & Youth Workers will normally be employed to work on a rotating shift schedule. The Employer will consider requests from employees who are willing to work permanently on either the afternoon or night shifts. It is understood that the Employer may require such employees to report on a different shift for purposes of training and evaluation.
- i) The scheduling provisions of this article shall be suspended from December 15 to January 15, inclusive in order that employees shall be scheduled off work either Christmas and Boxing Day or New Year's Eve and New Year's Day.
- j) The Employer will not consider special requests for individual employees when drafting a work schedule. An employee who wishes to change his scheduled shift shall find another employee who will agree to an exchange of shifts and then obtain the approval of the applicable supervisor. It is understood that an exchange of shifts shall not result in any additional costs to the Employer.
- k) There shall be an equitable distribution of days, afternoons and night shifts to full-time employees in each unit over a calendar year, except where arrangements are made pursuant to items (h) or (j) of this clause.
- l) If the Employer schedules a single day off without mutual consent, the employee's next tour worked shall be paid at one and one-half (1-1/2) times her regular straight time hourly rate of pay.
- m) If the Employer requires an employee to work shifts on more than seven (7) consecutive days without her consent, she shall be entitled to payment at one and one-half (1-1/2) times her regular straight time hourly rate for all shifts worked in excess of seven (7) consecutive days.
- n) Where the Employer is unable to schedule three (3) weekends off in an eight (8) week period, the employee shall be entitled to two (2) shifts' credit in the overtime bank for each weekend.
- o) Where an employee is required to rotate from one shift to another after less than three (3) tours of duty, she shall be paid at one and one-half (1-1/2) times her regular straight time hourly rate for each shift so worked.

- p) Where this article provides for payment at one and one-half (1-1/2) times an employee's regular straight time hourly rate, the Employer may elect to pay the employee at her regular hourly rate for all hours worked and credit one-half (1/2) hour to the overtime bank of the employee for each hour so worked.

23.08 Flex-time Agreements

Flex-time and compressed work week agreements may be negotiated between the Employer and the Union to vary the hours of work provisions and related provisions of the Collective Agreement.

Such agreements shall be reduced to writing, ratified by the affected employees and signed by both parties. All agreements negotiated under this provision shall be appended to and form part of the collective agreement.

ARTICLE 24 - REPORTING PAY

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

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

ARTICLE 25 - PREMIUM PAY

25.01 Shift Premium

Employees shall be paid a shift premium of forty-five cents (\$0.45) per hour for each full and completed applicable afternoon or night shift. Shift premiums shall not be paid for any hours in which an employee received an overtime premium. Shift premiums shall not form part of the employee's straight-time hourly rate. Rotation on shifts shall not be a condition for shift premium entitlement. Afternoon and evening shifts shall be those where a majority of hours fall between the hours of 1600 and 0600.

25.02 Weekend Premium

An employee shall be paid a weekend premium of forty-five cents (\$0.45) an hour for each hour worked between 2400 hours on Friday and 2400 hours on Sunday. Such weekend premium shall apply in addition to any other premium payment under this agreement.

ARTICLE 26 - CALL BACK - FULL-TIME EMPLOYEES ONLY

An employee who is called back to work after leaving her normal work location shall be credited with a minimum of two (2) hours of overtime calculated at the rate of time and one-half (1-1/2) her regular straight time hourly rate for work performed on each such call in except to the extent that such two (2) hour period overlaps and extends into her regular shift, in which case she shall receive credit for overtime for the hours actually worked prior to the commencement of the regular shift. This clause shall not apply when an employee is given twelve (12) hours notice prior to reporting for work, as it shall be deemed to be a change of working schedule.

ARTICLE 27 - TRAWL EXPENSES

27.01 Effective April 1st, 1988, an employee who is required to use her vehicle on Network North - The Community Mental Health Group business should be paid twenty-eight cents (\$0.28) per kilometer or in accordance with Employer policy as may be amended from time to time, whichever is greater.

27.U2 Employees who volunteer to transport patients in their personal vehicles must have \$1,000,000.00 (onemillion dollars) public liability and property damage insurance.

ARTICLE 28 - HOLIDAYS

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

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

28.02 In addition, all employees who have been employed for three (3) calendar months or more, shall be entitled to a floating holiday in each calendar year under the following conditions:

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

- ii) Where there is a conflict between two (2) or more employees as to the chosen date, seniority shall be the governing factor, subject to the efficient operation of the Employer.
 - iii) If and when the Government of Ontario declares Heritage Day or any other day as a holiday, it shall replace this floating holiday in all respects.
- 28.03 If any of the above holidays fall or are observed during the employee's vacation or on her scheduled day off, provided the employee has qualified for same according to Article 28.07, the employee shall receive another day off with pay at a mutually agreeable date.
- 28.04 An employee required to work on any of the above mentioned holidays shall be paid for work performed on such days at the rate of one and one-half (1-1/2) times her applicable hourly rate, plus a lieu day off with pay to be taken within sixty (60) calendar days after the holiday on a day arranged between the employee and her immediate supervisor.
- 28.05 Holiday pay shall be seven and one-half (7-1/2) hours at the employee's normal hourly rate.
- 28.06 If an employee is scheduled to work on a holiday and does not work, he will not receive holiday pay unless his absence is due to illness, accident or compensable injury or other reasons acceptable to the Employer.
- 28.07 In order to qualify for payment of any of the above holidays, an employee is required to work his last scheduled shift immediately preceding the holiday, and his next scheduled shift immediately following the holiday, except where an employee is absent due to verified accident or illness; such employees shall be paid the first of the above listed paid holidays which occurs during such absence.
- 28.08 An employee shall not be paid holiday pay and sick pay for the same day.

ARTICLE 29 - VACATION - FULL-TIME EMPLOYEES

- 29.01 All employees in the active employ of Network North - The Community Mental Health Group shall receive annual vacations calculated as at June 30th of each year.

29.02 Employees who have worked less than one (1) year as at June 30th shall receive vacation pay and vacation time off in a pro-rata amount of the first year level of vacation entitlement.

29.03 Employees who are actively in the employ of Network North - The Community Mental Health Group shall receive vacation in accordance with the following:

- a) three (3) weeks of vacation with pay upon the completion of one (1) year of active service;
- b) four (4) weeks of vacation with pay upon the completion of three (3) years of active service;
- c) five (5) weeks of vacation with pay upon the completion of twelve (12) years of active service.
- d) Increased vacation benefits shall apply from the 1986-87 vacation year. Employees whose service qualifies them for extra entitlement shall use that entitlement during the balance of the vacation year.
- e) Vacation credits on transfer from full-time to part-time and vice-versa are in accordance with Article D.04 (4) to D.04 (7) inclusive.

29.04 An employee's vacation entitlement and vacation pay shall be pro-rated from the first day of an absence when the employee is not in the active service of the Employer. "Active service" does not include any period of absence from work due to the following:

- a) any leave of absence without pay in excess of thirty (30) consecutive days;
- b) maternity or adoption leave;
- c) Layoff;
- d) absence on sick leave where compensation is not paid directly by the Employer
- e) absence on Worker's Compensation in excess of thirty (30) consecutive days;
- f) absence on a deferred salary plan;

- g) leaves of absence for union business in excess of thirty (30) consecutive days.

29.05 Vacation Scheduling

Vacation time shall be allotted considering the wishes of the employees and the efficiency of the operations of the Employer.

Where two (2) or more employees desire the same vacation date, the senior employee shall prevail provided it does not interfere with the efficient operation of the Employer. It is understood that of necessity, the Employer must reserve the final decision as to the scheduling of vacations.

ARTICLE 30 - WELFARE BENEFITS - FULL-TIME EMPLOYEES

30.01 The Employer agrees to pay the premium costs of the Welfare Insurance Plans and to deduct the employee's portion on behalf of all participating employees in accordance with the following amounts :

The Employer will pay:

- a) Fifty (5.0%) percent of the Ontario Blue Cross Dental Plan #9, current O.D.A. Fee Schedule;
- b) Extended Health Insurance, Mutual Life of Canada Group Policy #19420 and #19420-2:
- Seventy-five (75%) percent of the Drug Plan;
 - One hundred (100%) percent Supplementary Hospital expenses; and
 - Seventy-five (75%) percent Supplementary Health Care expenses including out-of-Province expense.
- c) OHA Group Insurance benefits:
- One hundred (100%) percent Group Life Insurance;
 - One hundred (100%) percent Accidental Death and Dismemberment Insurance;
 - One hundred (100%) deducted from employee - Voluntary Life Insurance; and
 - One hundred (100%) percent of the premiums for Sick Benefits as provided for by the Hospitals of Ontario Disability Income Plan as described in the publication by the OHA dated 1984 which includes:

- (i) Short-term sick pay benefits up to fifteen (15) weeks or seventy-five (75) working days in duration; and
 - (ii) Long-term disability benefits payable after thirty (30) weeks of total disability. The Employer shall pay to employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth (4th) and subsequent period of absence in any calendar year.
- d) Pension Plan: Employees participating and the Employer shall make contribution to the Plan in accordance with the Plan.

30.02 It is understood that the Insurance and Benefit Plans shall be administered by the carriers and that enrolment and coverage shall be subject to the terms and conditions of such plans, and subject to the carrier's requirements as to minimum enrolments. The Employer's liability under this Article is limited to making the required premium payments.

30.03 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any Insurance Plan (other than O.H.I.P.) provided the Benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change. Upon request by the Union, the Employer shall provide to the Union, full specifications of the Benefit programs contracted for and in effect for employees covered herein.

30.04 The Employer's payments of Insurance premiums on behalf of employees shall cease when an employee is:

- a) on strike;
- b) laid off;
- c) absent on Leave of Absence without pay in excess of thirty (30) calendar days;
- d) absent on sickness or accident in excess of fifteen (15) weeks or such additional period during which an employee is in receipt of credits under the old Sick Leave plan.

- 30.05 Subject to the requirements of the carrier, an employee may continue to participate in the Insurance Plans after the Employer discontinues its contributions by remitting the full monthly premiums to the Employer in advance.
- 30.06 Employees who have signed individual agreements concerning sick leave credits (old Sick Leave Plan) shall be entitled to same in accordance with the terms of the agreements in addition to Benefits set out in Article 30.01 (c).
- 30.07 Notwithstanding Article 2 "No Discrimination", the Employer may employ a handicapped employee, and such employee will be subject to alternative arrangements with respect to Sick Leave and Welfare Benefit provisions. Such alternative arrangements shall be in writing and signed by the parties to this agreement and the affected employee.

ARTICLE 31 - MEAL ALLOWANCES

- a) The Employer shall reimburse employees for meal expenses authorized by the Employer upon the production of meal receipts in accordance with the following:

Daily Meal Allowance

- i) Breakfast - actual cost to maximum \$5.00;
- ii) Lunch - actual cost to maximum \$11.00;
- iii) Dinner - actual cost to maximum \$16.00.

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

- b) Meal allowances shall only apply when an employee is required to travel on Network North - The Community Mental Health Group business in excess of twenty-four (24) kilometers from her assigned work place and the meal hour falls during the time that she is travelling or at work. For staff assigned to the Community Clinics Department, the meal allowance shall not apply to travel within the catchment area of the Clinic to which the employee is assigned.
- c) An employee who is required to work four (4) hours or more of overtime shall receive, at the discretion of the Employer, either a meal or the appropriate meal allowance in accordance with paragraph a) of this Article.

- d) When an employee receives prior authorization from her immediate supervisor to attend a meeting involving a meal, she shall be reimbursed for the meal expenses in accordance with paragraph a) of this Article.

ARTICLE 32 - CONTRACTING OUT

The Employer shall notify the Union of the details of any bargaining unit work contracted out, and will outline the reasons for this action. No employees shall be laid off as a direct result of contracting out.

ARTICLE 33 - GENERAL

- 33.01 a) Where the singular or feminine is used in the Agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

- b) Lab Coats

The Employer shall maintain its present policy with regard to the supplying and laundering of one (1) lab coat to one (1) Activities Therapy Technician - Industrial Therapy.

33.02 Notice of Address and Telephone Number

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

33.03 Temporary Promotion

An employee who is temporarily assigned to perform the duties of a higher paying position for one (1) week or more shall receive the start rate of the job or the next increment level of the job which amounts to an increase, retroactive to the first day of such assignment.

ARTICLE 34 - APPENDICES

Attached to and forming part of the Collective Agreement are the following:

- APPENDIX A - Wages
- APPENDIX B - Letter of Understanding Re: Reimbursement for Leaves of Absence for Union Business
- APPENDIX C - Letter of Understanding Re: Overnight Assignments
- APPENDIX D - Part-time Provisions
- APPENDIX E - Letter of Understanding Re: Workplace Harassment Policy and Procedure
- APPENDIX F - Letter of Understanding Re: Pre-paid Leave
- APPENDIX G - Letter of Understanding Re: Part-time Child & Youth Workers and Distribution of Work

ARTICLE 35 - CLASSIFICATIONS

35.01 New Classifications

Notwithstanding the clarity note in the Certificates issued by the Ontario Labour Relations Board, when a new classification is to be created, or an existing classification is to be substantially changed, the Employer shall notify the Union and the parties shall meet within thirty (30) days to negotiate the salary range for the new or revised classification. If the parties fail to reach agreement on the new salary range, the Employer shall set the range subject to the right of the Union to have the matter resolved by arbitration in accordance with Article 7 if a request is made within thirty (30) days of the installation of the new range.

35.02 Promotion

- a) An employee who is promoted or appointed to a classification at a higher rate of pay shall be paid at the first step on the wage scale for the higher classification that shall provide an increase of at least five percent (5%) or the maximum, whichever is the less.

- b) For purposes of wage progression, an employee who is promoted shall have her grid progression date changed to the day she starts in her new position.

35.03 Special Circumstances for Alternate Employment

An employee unable, through illness or injury, to perform her normal duties shall be provided with alternate suitable employment where possible. Suitability of any alternative employment and the salary rate shall be determined mutually by the employee, the Union and the Employer.

ARTICLE 36 - BILINGUALISM

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

36.02 Candidates will be considered for training opportunities on the following basis:

- i) the seniority of the employee;
- ii) the skill, ability, experience and qualifications to fulfil the normal requirements of the job and the measured ability to acquire linguistic skills.

Where factor (ii) is, to all intents and purposes, equal between two (2) or more employees, the relative seniority shall govern, subject to the employee's right to lodge a grievance under the orderly Grievance Procedure herein set forth.

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

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

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

ARTICLE 37 - DURATION

X

This Agreement shall continue in effect until March 31, 1996 and shall be renewed from year-to-year thereafter unless either party gives to the other party notice in writing within ninety (90) days of the expiry date that it desires to terminate or amend its provisions. Where notice to amend the Agreement is given, the provisions of the Agreement shall continue in force until the new Agreement is signed.

SIGNED AT SUDBURY, ONTARIO THIS 11 DAY OF October, 1995.

FOR O.P.S.E.U.

[Signature]
[Signature]
Rich Macey
Margaret Hogg
[Signature]
[Signature]

FOR NETWORK NORTH

Marc Proquette
[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX A - WAGES

A.01 Salary Scale

The Employer shall pay the salary set out in Appendix "A" attached hereto and forming part of the Collective Agreement. Each employee shall be provided with an itemized statement of her salary, overtime and other supplementary pay and deductions. Salaries shall be paid every two weeks.

A.02 Salary Progression

Employees shall automatically progress to the next increment of the salary scale in accordance with the grid structure in Appendix "A" except as provided in Article 35.02 (a) and (b).

A.03 Recognition of Previous Experience

Persons hired outside of Network North and internal candidates transferring from outside of the O.P.S.E.U. Bargaining Unit to a position covered by the terms of the O.P.S.E.U. Collective Agreement shall have their previous related experience recognized at the rate of one (1) increment for each two (2) year period of comparable service.

If more than two (2) years have elapsed since the experience was gained, then the number of increments to be paid, if any, shall be at the discretion of Network North.

A.04 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 Provisions of this clause will not negate any entitlement to shift premium, call back or standby.

A.05 There shall be a twenty-five (\$.025) cent per hour Shift Coordinator premium. The Employer shall designate the employee to be a Shift Coordinator on a daily basis.

NETWORK NORIH
 THE COMMUNITY MENTAL HEALTH GROUP
 O.P.S.E.U. CLASSIFICATIONS AND HOURLY RATES
 PAY EQUITY ADJUSTMENTS FOR JANUARY 1, 1996 INCLUDED

CLASSIFICATION	EFFECTIVE DATE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7
PSYCHOLOGIST II	Oct. 1/92	\$32.879	\$33.995	\$35.160	\$36.357	\$37.592	\$38.879	\$40.206
PSYCHOLOGIST I	Oct. 1/92	\$29.780	\$30.791	\$31.846	\$32.931	\$34.049	\$35.215	\$36.415
COMMUNITY PSYCHIATRIC NURSE - AS PER ONTARIO NURSES' ASSOCIATION COLLECTIVE AGREEMENT								
<u>PAY BAND #1</u>								
SPEECH PATHOLOGIST SOCIAL WORKER II CLINICIAN II PSYCHOMETRIST II RESEARCH ASSIST. II	Jan. 1/93	\$22.107	\$22.940	\$23.711	\$24.406	\$25.327	\$26.076	\$26.947
PAY EQUITY ACHIEVED	JANUARY 1, 199							

NETWORK NORTH
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 PAY EQUITY ADJUSTMENTS FOR JANUARY 1, 1996 INCLUDED

CLASSIFICATION	EFFECTIVE DATE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7
<u>PAY BAND #2</u>								
MENTAL HEALTH WORKER III	Oct. 1/92	\$21.041	\$21.760	\$22.505	\$23.269	\$24.072	\$24.891	\$25.738
OCCUPATIONAL THERAPIST	Jan. 1/96	\$22.605	\$23.354	\$24.120	\$24.924	\$25.737		
PAY EQUITY ACHIEVED								
CLINICIAN I SOCIAL WORKER I PSYCHOMETRIST I RESEARCH ASSIST. I	Jan. 1/96	\$20.274	\$20.937	\$21.624	\$22.338	\$23.066	\$23.819	\$24.599

NETWORK NORTH
 THE COMMUNITY MENTAL HEALTH GROUP
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 PAY EQUITY ADJUSTMENTS FOR JANUARY 1, 1996 INCLUDED

CLASSIFICATION	EFFECTIVE DATE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7
<u>PAY BAND #3</u>								
MENTAL HEALTH WORKER II COMMUNITY MENTAL HEALTH WORKER COORD. AUTISTIC SERVICES AIDS-HIV COMMUNITY PROGRAM COORD.	Oct. 1/92	\$18.081	\$18.701	\$19.337	\$20.002	\$20.685	\$21.385	\$22.113
CHILD YOUTH WORKER NIGHT SUPPORT WKR. ADOLESCENT WORKER NATIVE MENTAL HEALTH WORKER MENTAL HEALTH WORKER I	Jan. 1/96	17.561	\$18.123	\$18.711	\$19.327	\$19.944	\$20.600	\$21.268

NETWORK NORIH
 THE COMMUNITY MENTAL HEALTH GROUP
 O.P.S.E.U. CLASSIFICATIONS AND HOURLY RATES
 PAY EQUITY ADJUSTMENTS FOR JANUARY 1, 1996 INCLUDED

CLASSIFICATION	EFFECTIVE DATE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7
<u>PAY BAND #4</u>								
COORD. CONFERENCES AND WORKSHOPS	Oct. 1/92	\$17.910	\$18.518	\$19.146	\$19.803	\$20.468	\$21.170	\$21.887
ACTIVITY THERAPY TECHNICIAN	Jan. 1/96	\$15.414	\$16.185	\$16.806	\$17.353	\$17.903	\$18.483	\$19.084
DETOX ASSISTANTS	Jan. 1/96	\$14.366	\$14.797	\$15.275	\$15.767	\$16.268	\$16.796	

NETWORK NORTH
 THE COMMUNITY MENTAL HEALTH GROUP
 O.P.S.E.U. CLASSIFICATIONS AND HOURLY RATES
 PAY EQUITY ADJUSTMENTS FOR JANUARY 1, 1996 INCLUDED

CLASSIFICATION	EFFECTIVE DATE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7
<u>PAY BAND #5</u>								
LIBRARY TECHNICIAN	Oct. 1/92	\$15.592	\$16.066	\$16.582	\$17.601	\$17.601	\$18.067	\$18.753
SECRETARY RECEPTIONIST MEDICAL SECRETARY	Jan. 1/96	\$15.592	\$16.066	\$16.582	\$16.996	\$17.601	\$18.067	\$18.753
DICTA TYPIST	Jan. 1/96	\$14.600	\$15.016	\$15.468	\$15.819	\$16.389	\$16.764	\$17.377

NETWORK NORTH
 TEE COMMUNITY MENTAL HEALTH GROUP
 O.P.S.E.U. CLASSIFICATIONS AND HOURLY RATES
 PAY EQUITY ADJUSTMENTS FOR JANUARY 1, 1996 INCLUDED

CLASSIFICATION	EFFECTIVE DATE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7
<u>PAY BAND #6</u>								
SWITCHBOARD OPERATOR CLERK RECEPTIONIST	Jan. 1/96	\$13.290	\$13.665	\$14.069	\$14.470	\$14.785	\$15.315	\$15.777
CLERK TYPIST	Jan. 1/96	\$12.456	\$12.807	\$13.181	\$13.553	\$13.939	\$14.337	\$14.761

NETWORK NORTH
 THE COMMUNITY MENTAL HEALTH GROUP
 O.P.S.E.U. CLASSIFICATIONS AND HOURLY RATES
 PAY EQUITY ADJUSTMENTS FOR JANUARY 1, 1996 INCLUDED

CLASSIFICATION	EFFECTIVE DATE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7
<u>PAY BAND #7</u>								
YOUTH WORKER	Oct. 1/92	\$15.342	\$15.859	\$16.396	\$16.962	\$17.534	\$18.135	\$18.753
CLERK (FINANCE)	Jan. 1/96	\$10.389	\$10.776	\$11.127	\$11.475	\$11.687	\$12.109	\$12.452
COURIER	Jan. 1/95	\$ 9.955	\$ 9.828	\$10.128	\$10.431	\$10.510	\$11.005	\$11.311

APPENDIX B

LETTER OF UNDERSTANDING

Between

NETWORK NORTH
The Community Mental Health Group

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
LOCAL 666

RE: LEAVES OF ABSENCE FOR UNION BUSINESS

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

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

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

SIGNED AT SUDBURY, ONTARIO THIS 11 DAY OF October, 199⁶'.

FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

FOR NETWORK NORTH - THE COMMUNITY
MENTAL HEALTH GROUP

[Signature]
[Signature]
Rich Macey
Margaret King
[Signature]

Mari Fignette
M Harrison
R. Rymal
Amicus

APPENDIX C

LETTER OF UNDERSTANDING

Between

NETWORK NORTH
The Community Mental Health Group

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
Local 666

RE: OVERNIGHT ASSIGNMENTS

For Bargaining Units A, B, C, E and F, the parties agree that the employer's practice re Compensation for overnight assignments shall be continued during the term of the Collective Agreement.

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

SIGNED AT SUDBURY, ONTARIO THIS 11th DAY OF October, 1995.

FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

[Signature]
[Signature]
Rich Macey
Margaret [Signature]
[Signature]

FOR NETWORK NORTH - THE COMMUNITY
MENTAL HEALTH GROUP

[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX D - PART-TIME PROVISIONS

D. 01 Layoff

A layoff of part-time employees shall be deemed to have occurred when:

- a) an employee's position is abolished and said employee is not employed in another position;
- b) the complement of part-time employees is reduced, resulting in no work for those part-time employees affected.

Time off between shifts shall not be deemed to be a layoff.

D.02 Reporting Pay

- a) A part-time employee who reports for work as scheduled, unless otherwise notified by the Employer shall receive a minimum of four (4) hours pay at her regular straight time hourly rate, or if scheduled for less than four (4) hours, pay for the amount of time scheduled at her regular straight time hourly rate.
- b) This Article shall not apply when an employee is returning to work from an illness or accident without having given her immediate supervisor 13 hours notice.

D.03 (1) Welfare Benefits

Part-time employees shall receive, in lieu of all fringe benefits (being those benefits to an employee paid in whole or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, call back pay, reporting pay, bereavement pay, court attendance), an amount equal to fourteen percent (14%) of her regular straight time hourly rate for all straight time hours paid.

- (2) Should the provincial paramedical memorandum or arbitrated settlement reduce the percentage in lieu of benefits, the fourteen percent (14%) set out in D.03.(1) shall be reduced by the same amount and effective in accordance with the dates agreed in provincial negotiations or settlement.

- D.04** (1) Effective from January 1, 1986, part-time employees shall earn vacation pay as follows:
- a) Upon hiring, six percent (6%) of gross earnings during the period ending June 30;
 - b) After three (3) years of continuous service, eight percent (8%) of gross earnings during the year ending June 30;
 - c) After twelve (12) years of continuous service, ten percent (10%) of gross earnings during the year ending June 30.
- (2) The Employer will pay part-time vacation pay on each pay.
- (3) Employees shall be entitled to vacation leave as follows:
- a) In the first three (3) years, three (3) weeks per year;
 - b) Over three (3) years and less than twelve (12) years, four (4) weeks per year;
 - c) Over twelve (12) years, five (5) weeks per year.
- (4) For the purpose of vacation entitlement, continuous service shall be counted only from January 1, 1975, and shall include only hours actually worked. For the purposes of this article, one year of continuous service is 1500 hours actually worked.
- (5) For the purpose of vacation entitlement, service for those employees whose status has changed from full-time to part-time or vice-versa shall mean combined full-time and part-time service since January 1, 1975. For the purpose of calculating vacations, 1500 hours of part-time work equals one year of full-time service.
- (6) For part-time employees, any increased vacation entitlement resulting from the above articles shall be effective only for the vacation year 1988 and paid in December 1988 and for subsequent years.
- For full-time employees, any increased vacation benefit resulting from the above articles shall be effective commencing January 1, 1988.
- (7) There shall be no further retroactive effect of these clauses other than herein set out.

D.05 Call Back

Article 26 shall apply to Part-time employees who are called back to work within eight (8) hours of the completion of a full shift.

D.06 Overtime

Authorized overtime worked in excess of seven and one-half (7-1/2) hours per day, or in excess of seventy-five (75) hours worked in a two (2) week period shall be paid at the rate of time and one-half (1-1/2) the regular hourly rate for each overtime hour worked, except that a period of not more than fifteen (15) minutes necessary to finish assigned work on an irregular basis shall be deemed a "tag end" and shall not be counted as overtime. All time in excess of fifteen (15) minutes shall be considered overtime and shall be computed from the end of the normal shift, in blocks of 15 minutes.

D.07 Exclusions from Agreement

The following Articles in the Collective Agreement shall not apply to Part-time Employees:

- 23.01 (a) and (b) - Hours of Work
- 23.04, 23.05, and 23.06 - Overtime
- 23.07 - Scheduling Regulations for Child & Youth Workers
(except under Article 23.07 (j)).
- 28 - Holidays
- 29 - Vacation - Full-time Employees
- 30 - Welfare Benefits - Full-time Employees

D.08 Hours of Work

- a) The Employer does not guarantee to provide employment or work for normal hours or work for any other hours.
- b) The normal hours of work for all part-time employees within this bargaining unit shall be up to seven and one-half (7-1/2) hours per day excluding the lunch period which shall be unpaid.

D.09 Work Distribution

- a) The Employer shall use its best efforts to ensure that part-time work is allocated on a scheduled rather than a casual basis whenever practicable.

- b) Where part-time employees are scheduled on a pre-determined basis, the Employer will endeavour to divide the available hours as equally as practicable amongst the part-time employees who normally perform the work.
- c) Shifts not scheduled on a pre-determined basis shall be distributed as equally as practicable amongst the employees who normally perform the work. The Employer will not be responsible for its inability to contact such part-time employee.
- d) If an employee has been granted permission to be unavailable for a certain time period, or is absent due to sickness or accident, he is deemed to have waived his right to equal distribution of shifts.
- e) Assignments to a temporary full-time position shall be exempt from (b) and (c) above.

D.10 Holidays

- a) An employee who works on any of the holidays listed for full-time employees shall be paid at the rate of one and one-half (1-1/2) her regular hourly rate for all hours worked on that day. This item shall apply to the ten named paid holidays only.
- b) Employees shall receive either Christmas Day and Boxing Day or New Year's Eve and New Year's Day off on an alternate year basis unless other arrangements are made by mutual agreement.

D.11 Salary

Employees shall progress to the next increment of their salary scale after fifteen hundred (1500) hours worked.

D.12 Gender Bias

The parties have reviewed the job titles in these bargaining units and hereby agree that they are free of gender bias.

APPENDIX E

LETTER OF UNDERSTANDING

between

NETWORK NORTH

The Community Mental Health Group

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

LOCAL 666

Preamble

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

Definitions

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

- i) Any pattern of treatment of an employee with respect to any term or condition of employment which is inconsistent with the treatment afforded to other employees in that workplace; or,
- ii) Engaging in a course of conduct which intentionally inflicts psychological trauma on another person, provokes fear or diminishes the individual's dignity or self-worth or any course of conduct which a person ought reasonably to know would likely inflict psychological trauma on another person, provoke fear or diminish the individual's dignity or self-worth.

Policy

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

Procedures

Complaint Procedure:

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

Complaint Outcomes:

- 1) No evidence of harassment: If there is no evidence of harassment as defined in this policy, then no record shall be filed and no action shall be taken.

- 2) Evidence of harassment: The Sub-committee shall be responsible for issuing its finds to the immediate supervisor of the harasser. The evidence of harassment shall be recorded on file and the harasser may be disciplined by her immediate supervisor. The findings of the Sub-Committee shall be considered when determining the appropriate discipline, if any. The Sub-committee report shall not contain specific recommendations regarding the appropriate form of discipline. The form and degree of discipline shall remain within the sole discretion of management, subject to the right of the disciplined employee to dispute such decisions through the Grievance Procedure.

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

SIGNED AT SUDBURY, ONTARIO THIS 4 DAY OF October, 1997.

FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

[Signature]
[Signature]
Rich Macey
Margaret [Signature]
[Signature]

FOR NETWORK NORTH - THE COMMUNITY
MENTAL HEALTH GROUP

Muri Piquette
M. Harrison
[Signature]
[Signature]

APPENDIX F

Letter of Understanding

between

NETWORK NORTH
The Community Mental Health Group

and

Ontario Public Service Employees Union
Local 666

RE: PRE-PAID LEAVE

For purposes of Article 15.02 (c) Pre-paid leave, the term "department" will be defined as the work locations as set out in Article 5.08.

SIGNED AT SUDBURY, ONTARIO THIS 11th DAY OF October, 1995.

FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR NETWORK NORTH - THE COMMUNITY
MENTAL HEALTH GROUP

[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX G

LETTER OF UNDERSTANDING

- between -

ONTARIO PUBLIC SERVICE EMPLOYEES' UNION
AND ITS LOCAL 666

- and -

NETWORK NORTH
THE COMMUNITY MENTAL HEALTH GROUP

RE: PART-TIME CHILD & YOUTH WORKERS AND DISTRIBUTION OF WORK

The following agreement is entered into between the parties to provide a method of implementing the distribution of available work pursuant to Article D.09 of the Collective Agreement. The provisions herein apply only to the part-time Child and Youth Workers employed within R.C.P.C.

ITEM 1 Pre-scheduled Shifts

- 1.01 Pre-scheduled shifts for part-time staff shall be identified on a four-week schedule which shall cover the same period and be published at the same time as the full-time schedule.
- 1.02 Pre-scheduled shifts for part-time staff will be utilized to cover shifts where sufficient full-time staff are not available to fill the normal complement of the unit.
- 1.03 Pre-scheduled shifts shall be equally distributed among part-time staff by allocating the available shifts two (2) at a time to part-time employees in rotation until all available pre-scheduled shifts have been allocated.

ITEM 2 Casual Shifts

- 2.01 Casual shifts are defined as any shifts which are not filled by full-time or part-time employees as assigned on the published four-week schedules. Such shifts include but are not limited to additional coverage over and above the normal complement of the Unit, the replacement of previously scheduled staff who are unable to fill their pre-scheduled shifts or attendance at a workshop.

2.02

Casual shifts shall be equitably distributed among part-time employees by calling in part-time employees in rotation in the following manner and sequence:

- a) All part-time employees shall be placed on a call-in rotation list which is based on seniority. Employees shall be called to be offered available shifts in the order they appear on the rotation list. Use of the rotation list to call part-time employees shall be continuous with the Employer starting to call employees where the calling process left off at the last instance of use.
- b) Casual shifts shall be offered to employees one shift at a time through the rotation.
- c) A call placed to offer a part-time employee a shift which the employee fails to accept within the allotted time frame specified under Item 3, shall be considered an accepted shift for the purpose of determining equitable distribution. The employer shall continue to attempt to fill the shift by calling through the rotation.
- d) Employees who already have pre-scheduled shifts in the seven (7) day period during which it becomes their turn to be called for an available casual shift are still to be called.
- e) Employees who have already worked sufficient hours in a pay period to entitle them to overtime under the Collective Agreement may be bypassed in the call-in rotation.
- f) Where the employee whose turn it is to be offered a shift is already working on the day in question and that additional shift would entitle her to overtime based on daily work hours, the employee shall be bypassed in favour of the next employee in the rotation.
- g) Employees who are scheduled to be on vacation during the time a shift becomes available to them on the rotation and employees who have indicated they are not available for a specific spot on the schedule need not be called if a shift in those time frames becomes available to them on the rotation. It shall be deemed that they have accepted the shift for the purpose of equitable distribution and the Employer shall continue to attempt to fill the shift by calling through the rotation.

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

ITEM 3 Response Time

- 3.01 Where there are more than twenty-four (24) hours between the time the Employer reasonably should be aware that a casual shift will be required and the start time of that shift, part-time employees shall be afforded fifteen (15) minutes to accept the shift under Item 2.02 c).
- 3.02 Where there is less than twenty-four (24) hours between the time the Employer reasonably should be aware that a casual shift will be required and the start time of the shift, part-time employees shall be afforded five (5) minutes to accept the shift under Item 2.02 c).
- 3.03 Where a casual shift is immediately required due to a crisis admission, no time will be afforded to permit employees to call back and accept a shift under Item 2.02 c). The employer shall record on the call-in sheet that a crisis admission has occurred.
- 3.04 Where the employer has gone through a complete call-in rotation in an attempt to fill a casual shift and has not had the shift accepted in accordance with the time limits set out above, the first part-time employee who calls in to accept the shift shall be given the shift.

ITEM 4 Cancellation of Shifts

- 4.01 Where it has become necessary for the employer to cancel a shift in circumstances where more than one part-time worker is scheduled, the employer shall use the following procedure:
 - a) Casual shifts shall be cancelled ahead of pre-scheduled shifts. Where more than one employee is scheduled to work a specific casual shift when one such casual shift must be cancelled, the employee called last in the rotation shall be cancelled.
 - b) Where more than one part-time employee is scheduled for pre-scheduled shifts, and the employees involved do not have equal numbers of pre-scheduled shifts recorded on the schedule, the employer shall cancel the shift of the employee with the greatest number of pre-scheduled shifts.
 - c) Where the number of pre-scheduled shifts are equal, the employer shall cancel the shift of the employee with the least seniority.

ITEM 5 Record Keeping

- 5.01 It is the responsibility of the employer to ensure that shifts are equitably distributed and thus it is essential to record all shift changes, corrections, casual shifts and cancelled shifts so that errors will be minimized.
- 5.02 The employer shall retain available for reference the original schedule described under Item 1.01 for the purpose of comparing it with the working schedule on which all changes to the original schedule are recorded. When cancelling a pre-scheduled shift, that shift shall be marked with a single line through it on the working schedule to permit scheduling staff to know at a glance the number of pre-scheduled shifts assigned to each employee. The number of pre-scheduled shifts for each employee shall be recorded on the margin of the working schedule and that number shall be adjusted at the time changes are made.

ITEM 6 Shift Changes

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

Signed at Sudbury, Ontario, this 11th day of October 1985.

FOR O.P.S.E.U.

FOR NETWORK NORTH

[Signature]
Dick Macey
Fae Handaugh
Margaret Hog

Mari Piquette
M. Garrison
B. Rymal
Amavis