

COLLECTIVE AGREEMENT

Between

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



and

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



Centre for Addiction and Mental Health
Centre de toxicomanie et de santé mentale

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ARTICLE I-- PURPOSE

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

ARTICLE 2 – EMPLOYEE DEFINITIONS

- 2.01 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 2.02 Regular Full Time employees are employees engaged to fill a permanent position and regularly working the normal or standard workweek averaged over a bi-weekly pay period.
- 2.03 A Part Time employee is an employee who is regularly scheduled not more than 24 hours per week. A Part Time employee is defined as an employee who makes a commitment to the Centre to be available for work on a predetermined basis as required by the Centre. Part Time (PT) employees are not guaranteed a specific number of shifts per pay period or per scheduling period. Prior to the utilization of Casual or agency staff, Part Time employees that are normally scheduled on that unit/department will be given the option of being scheduled for additional shifts over and above their normal commitment in the event of illnesses, vacations, emergencies and other periods of staff shortages.
- 2.04 A Casual employee is defined as an employee whose work is not normally scheduled on a predetermined basis but who may be prescheduled or called in on a relief basis only to fill in for illness, vacations, emergencies and other periods of staff shortages once it has been determined that no Part Time employees normally scheduled on that unit/department have agreed to work the required number of shifts available. Once a Casual employee has been scheduled or called in under these provisions a Part Time employee may not displace them. Casual employees who have not made themselves available for a six-month calendar period may be terminated from employment at the Centre.
- 2.05 A Temporary employee is defined as a newly hired employee filling a vacancy caused by illness, accident, pregnancy/parental leaves, vacation, leaves of absences not expected to exceed greater than 12 months or specific tasks or projects of less than 12 continuous calendar months. They may be assigned either full time or part time hours as identified elsewhere in this agreement. Temporary employees regardless of hours worked will be paid the applicable part-time percentage in lieu of benefit payments as defined elsewhere in the agreement. Temporary employees are not eligible for Layoff and Recall rights as per Article 11 of this agreement but are entitled to Employment Standards Act severance and notice provisions. Temporary employees are not eligible to apply for posted vacancies until they have completed at least six (6) months of their assignment. Temporary positions that are extended beyond one year will be posted as per the Job Posting provisions in the Collective Agreement unless otherwise mutually agreed between the Union and the Centre. The termination of a temporary employee shall not be the subject of a grievance or arbitration. Regular full time and part time employees filling temporary vacancies will retain their existing employment status.
- 2.06 A Contract employee is defined as an employee who is hired for a specific assignment and period of time as a result of special funding and/or grant money. They may be assigned either full-time or part-time status as required and as defined elsewhere in this agreement. Contract employees regardless of hours worked will be paid the applicable

percentage in lieu benefit payments as defined elsewhere in this agreement during the first year of their employment, Should the contract or combination of contracts extend beyond one year a full time contract employee will be eligible annually on their anniversary date to either continue to receive their percentage in lieu benefit payments or to opt into the benefit plans applicable to full time employees. Contract employees are not eligible for Layoff and Recall rights as per Article 11 of this agreement but are entitled to Employment Standards Act severance and notice provisions. Contract employees are not eligible to apply for posted vacancies until the final sixty (60) days of their contract. The termination of an employee on contract shall not be the subject of a grievance or arbitration where such termination is as a result of the expiry of the contract position.

ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

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

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

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

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

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

- 3.04 The parties agree that all entitlements under the Collective Agreement shall apply equally to spouses, same-sex spouses, and common-law spouses.
- 3.05 The Centre will provide harassment and discrimination training to all new employees of the Centre. There will be no loss of pay or credits to employees attending this training.
- 3.06 The parties agree that they are bound by Pay Equity legislation.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4:01 The Union agrees there shall be no strikes and the Centre agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the ~~Ontario Labour Relations Act~~.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 The Centre will deduct from each employee in the bargaining unit an amount equal to the regular monthly dues designated by the Union. The amount of regular monthly dues shall be as certified to the Centre by the Treasurer of the Union from time to time. The amounts so deducted shall be remitted by the Centre to the Union's Director of Finance no later than the 15th of the month following the month in which such deductions were made. It is understood that the Centre shall deduct union dues from any retroactive wage payments.
- 5.02 In consideration of the deduction and forwarding of union dues by the Centre the Union agrees to indemnify and save harmless the Centre against any claims or liabilities arising or resulting from the operation of this Article.
- 5.03 In addition, the Centre agrees to forward to OPSEU Central, on a one-time basis, a master list of current bargaining unit members. This list shall include employee name, classification/job title, part-time/full-time status and if on leave greater than thirty (30) days. The lists shall be updated by providing changes on a monthly basis.

ARTICLE 6- UNION REPRESENTATION AND COMMITTEES

6.01 UNION STEWARDS

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

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

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

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

6.02 GRIEVANCE COMMITTEE

The Centre will recognize a grievance committee comprising of one member from each of the four principal sites as well as the Union's Chief Steward to be elected or appointed from the bargaining unit. The Chief Steward will be the Chairperson. The purpose of the committee *is to* deal with grievances as set out in this Collective Agreement.

The grievance committee shall be entitled to the assistance of OPSEU staff representatives.

6.03 a) Labour-Management Committee

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

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

b) Professional Responsibility

The parties have a mutual interest in the provision of quality patient care. Therefore, where an employee or group of employees, covered by this agreement and governed by an Ontario College under the Regulated Health Professions Act, have cause to believe that they are being asked to perform more work than is consistent with proper patient care, it is

agreed by the parties that such workload problems may be discussed by the Labour Management Committee. Such complaint must be filed in writing within fifteen (15) calendar days of the alleged improper assignment.

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

6.04 NEGOTIATING COMMITTEE

a) Pay for Local Negotiating Committee

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

b) Pay for Central Negotiating Committee

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

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

6.05 LIST OF UNION REPRESENTATIVES

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

6.06 NEW EMPLOYEE INTERVIEW

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

6.07 LOCAL TIME OFF

The Centre will grant a leave of absence without loss of seniority or service for the term of this agreement to the Local Union President or designate. The union will reimburse the Centre an agreed upon amount.

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

6.08 PAID TIME FOR MEETINGS

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

ARTICLE 7 – ACCIDENT PREVENTION & HEALTH AND SAFETY COMMITTEE

- 7.01 The parties fully support and endorse a desire to prevent accidents, injury and illness in the workplace and shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees. The Centre shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment in accordance with the Health and Safety Act.
- 7.02 The Centre shall provide, where required, appropriate safety equipment, protective clothing, and training in the use of such equipment or clothing. Employees shall use all safety equipment and protective clothing provided and shall participate in any related training programs.
- 7.03 No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions.
- 7.04 The Centre agrees to reimburse annually the purchase of appropriate C.S.A. approved safety footwear where the employees are assigned work that requires that they be worn. Employees shall wear such footwear. Full-time employees will be re-imbursed \$75.00 annually. Part-time employees will be re-imbursed \$75.00 bi-annually.
- 7.05 All company vehicles will be certified for safety on an annual basis.
- 7.06 All company owned/leased vehicles will be supplied with a first aid kit and a car emergency kit that includes a fire extinguisher.
- 7.07 JOINT HEALTH AND SAFETY COMMITTEES

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

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

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

- 7.09 The Centre shall cooperate and assist the J.O.H.S.C. in fulfilling its' functions. The Centre will provide the J.O.H.S.C. with access to all relevant accident reports, health and safety records and any other appropriate pertinent information in its' possession. The employee's name and medical treatment or diagnosis will only be released if the employee has signed appropriate legal consent forms.
- 7.10 As per the Occupational Health and Safety Act, meetings of primary site committees shall be held monthly, or more frequently at the call of the Co-chairs. Each Committee shall maintain minutes, signed by the co-chairs, of all its meetings and make them available for review.
- 7.11 Meetings of the central committee shall be held quarterly or at the call of the co-chairs. The Union shall designate a worker co-chair and management shall designate a co-chair. The Committee shall maintain and make available for review, the minutes signed by the co-chairs.
- 7.12 Time off with no loss of pay for bargaining unit members to perform these duties shall be granted.
- 7.13 A member of a committee is entitled to:
- a) One hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting;
 - b) such time as is necessary to attend meetings of the committee; and
 - c) such time as is necessary to carry out inspections and investigations contemplated under subsection 9 (26), 9 (27), and 9 (31) of the Occupational Health and Safety Act R.S.O. 1990 as amended up to and including 1998.

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

7.14 COMPUTER/VDT MONITORS

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

7.15 INFECTIOUS DISEASES

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

7.16 PROTECTION FROM VIOLENCE AT WORK

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

7.17 In consultation with the union, based on the recommendations of the site specific J.O.H.S.C., the Centre will:

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

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

7.19 EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 8 - GRIEVANCE & ARBITRATION PROCEDURE

- 8.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. The Centre agrees that it will not discipline an employee without just cause. Where the Centre deems it necessary to suspend or discharge an employee, the Centre shall notify the Union, in writing, of such suspension or discharge.
- 8.02 For the purposes of this Agreement, a grievance is defined as a difference arising between the Union and/or a member of the bargaining unit and the Centre relating to the interpretation, application, administration, or alleged violation of the Agreement. The Centre may file policy grievances against the Union by written notice to the Union President and/or the OPSEU district grievance officer. Grievances of this nature will adhere to the timelines outlined in the Policy Grievance Article of this agreement.
- 8.03 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting such complaint. Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the grievance. Failing settlement within seven (7) calendar days following his immediate supervisor's decision in the following manner and sequence:
- a) The employee must submit the grievance through the local union, signed by the grievor and the local union president, or designate to the Chief Executive Officer (CEO) of the Centre, or designate. The employee may be accompanied, if he so desires, by his union steward. The grievance shall identify the nature of the grievance; the remedy sought, and should specify the provisions of the Agreement which are alleged to have been violated.
 - b) The parties will have a period of up to thirty (30) calendar days from the date the grievance is filed to attempt to resolve the grievance, and in any case, to provide the union with a formal written response setting out the Centre's position on the matter.
 - c) During the thirty (30) day resolution period referred to above, the parties will attempt to resolve the matter(s) in dispute through a meeting or series of meetings which shall involve the individuals with authority to resolve the grievance. In all cases, the meeting(s) shall include the union grievance committee.
 - d) Prior to the initial meeting date being established, the parties will provide document disclosure on a without prejudice basis to each other, with the purpose of providing both parties with the opportunity to understand the grievance and to prepare for the resolution meeting(s). In determining a date for the meeting the parties will consider:
 - i) the time needed for research, consultation and preparation for the meeting(s) and;
 - ii) the time needed, after the meeting, and before the expiry of the thirty (30) day period, to conduct follow-up activities including the possibility of holding further meetings.
- For these reasons the initial meeting will generally take place during the middle ten (10) days of the thirty (30) day period.

- e) In resolving the dispute, the parties will hold the meeting, and any other meeting as may be agreed, to thoroughly consider the grievance and attempt to find a resolution. The governing principle will be that the parties have a mutual interest in their own solutions and avoiding, if at all possible, having the decision made by an arbitrator.
- f) If the parties are unable to resolve the grievance, the Centre will provide the Union with a written response to the grievance by the end of the thirtieth (30th) day following the date of the filing of the grievance.
- g) The union will then have a period of fourteen (14) calendar days from the date of the Centre's response to determine if the response is acceptable, or will refer the matter to arbitration.
- h) If the grievance is filed by the Centre, the Union will provide a response by the end of the thirtieth (30th) day following the date the grievance was filed. The Centre will have fourteen (14) calendar days from the date of the union's response to determine if it will accept the union's response or will refer the matter to arbitration

8.04 POLICY GRIEVANCE

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

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

8.05 GROUP GRIEVANCE

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

8.06 DISCHARGE GRIEVANCE

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

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

- a) confirming the Centre's action in dismissing the employee, or;
- b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or;

- c) any other arrangement which may be deemed just and equitable.
- 8.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as herein provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under the foregoing procedure is given, the grievance shall be deemed to have been abandoned.
- 8.08 All agreements reached under the grievance procedure between the representatives of the Centre, the representatives of the Union and the grievor(s) will be final and binding upon the parties.
- 8.09 When either party requests that any matter be submitted to arbitration as provided in this article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chair.
- 8.10 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance, except as herein provided.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this agreement, or to alter, modify, add to, or amend any part of this agreement.
- 8.13 The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority; the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).
- 8.14 Each of the parties will bear the expense of its nominee, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.
- 8.15 The time limits set out in this article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 8.16 The parties to this agreement wish to encourage the settlement of grievances as soon as is possible and, wherever possible, without resort to arbitration. For these reasons:
- a) The parties are encouraged to take advantage of the process for mediation/arbitration as provided for in S. 50 of the Labour Relations Act, 1995 (S.O. 1995 as amended) (the "Act").
 - b) When the parties do not elect to use S. 50 of the Act in the period immediately following the referral of the matter to Arbitration, the parties will commence a period

of review. During this time they will each seek informed opinion with respect to the matter in dispute and consider whether the issues involved are such that the assistance of a mediator, or some form of early intervention, may be helpful. It is expected that this will occur within the first sixty (60) calendar days following referral of the matter to Arbitration, avoiding the delay and costs that result from this process occurring immediately prior to an established hearing date.

- 8.17 Where "Arbitration Board" is referred to in the agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.
- 8.18 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.

ARTICLE 9 - LETTERS OF REPRIMAND AND ACCESS TO FILES

- 9.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period.
- 9.02 Each employee shall have reasonable access to his file for the purposes of reviewing any evaluations, letters of counseling or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer. A copy of the above documents will be provided to the employee on request. An employee is entitled to place a written response to letters of counseling in his file.

ARTICLE 10 - SENIORITY AND SERVICE

- 10.01 Employees hired prior to December 13, 1998 shall have their seniority calculated in accordance with Bill 136. Employees hired after December 13, 1998 shall have their seniority calculated as per the following clauses of this Article.
- 10.02 Seniority shall be defined as an employee's length of service within the bargaining unit from the most recent date of hire. Service shall be defined as an employee's length of continuous service with the Centre from the most recent date of hire.
- 10.03 Newly hired employees shall be considered to be on probation for a period of sixty (60) tours worked from date of last hire (450 hours of work for employees whose regular hours of work are other than the standard workday). If retained after the probationary period, the employee shall be credited with seniority from the date of last hire. With the written consent of the Centre, the probationary employee and the President of the Local Union or his designate, such probationary period may be extended.

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

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

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

- 10.04 A Centre-wide master seniority list and departmental seniority lists will be maintained for the bargaining unit. The Centre shall post such list and provide the union with a copy, indicating bargaining unit seniority, twice per year.

10.05 PART-TIME EMPLOYEES ONLY

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

Notwithstanding the above, seniority and service shall accrue during a pregnancy or parental leave. For purposes of pregnancy and parental leave, seniority and service accrual shall be determined by multiplying the normal weekly hours times the number of weeks the employee is absent due to a pregnancy leave and up to a maximum of 17 weeks and/or the number of weeks the employee is absent due to parental leave up to a maximum of 18 weeks, whichever is applicable.

10.06 FULL-TIME EMPLOYEES ONLY

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

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

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

10.08 FULL-TIME EMPLOYEES ONLY

a) Effect of Absence

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

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or else where, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis 2nd the employee's anniversary date adjusted accordingly.

in addition, the employee will become responsible for payment of subsidized employee benefits in which he is participating for the period of the absence. The employee may arrange with the Centre to prepay the full premium of any applicable subsidized benefits in which she is participating during the period of the leave in excess of thirty (30) continuous days to ensure continuing coverage.

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

- (ii) Notwithstanding Article a) (i), service and seniority will accrue for a maximum period of seventeen (17) weeks if an employee's absence is due to a pregnancy leave, and for a maximum of eighteen (18) weeks if an employee's absence is due to a parental leave. In addition the Centre

will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave, and for up to eighteen (18) weeks from the commencement of the leave while the employee is on parental leave, unless the employee indicates that she does not intend to pay her contributions.

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

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

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

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

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

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

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

ARTICLE 11 – LAYOFF AND RECALL/EMPLOYMENT STABILITY

- 11.01 Where applicable the Human Resources Labour Adjustment Plan will take precedence over the provisions of this Article.
- 11.02 It is understood that attrition can be used effectively as a redeployment strategy. The Employer agrees that, where possible, it will utilize attrition as a means of reducing the workforce.
- 11.03 The Centre and the Union agree to work jointly to minimize any adverse effects of a long term or permanent layoff (greater than thirteen (13) weeks duration) on employees, and maximize creative approaches that meet the interests' of both the Centre and the employees. Accordingly, in the event of such a layoff the Centre shall:
- a) provide the Union with no less than 5 months notice;
 - b) commencing at the time that notice is given to the Union, and prior to the giving of written notice to the employees if possible, jointly evaluate, plan and review:
 - i. the reason causing the layoff;
 - ii. the service the Centre will undertake after the layoff;
 - iii. how the Centre intends to effect the lay-off, including areas where layoffs will occur, and which employees will be laid off;
 - iv. ways the Centre can assist employees to find alternate employment; and
 - v. ways and means of avoiding or minimizing the impact, including:
 - identifying and reviewing possible alternatives to any action that the Centre may propose taking;
 - identifying and reviewing ways to address on-the-job retraining needs of employees;
 - identifying vacant positions within the Centre for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period;
 - identifying contracting in opportunities; and
 - mapping bumping options for affected employees, to the extent possible.

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

- 11.04 Any agreement between the Centre and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.
- 11.05 In the event of a layoff, employees shall be laid off in the reverse order of seniority in their classification provided that employees who remain on the job have the qualifications and ability to perform the work.

Employees shall be entitled to 4 months written notice of permanent or long term layoff. To assist in this process layoff notices will contain, where possible, specific information on

bumping options. It is further agreed that notice to the union and the employees may run concurrently.

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

- 11.06 An employee who is subject to permanent or long-term layoff shall have the following entitlements:
- a) accept the layoff and be placed on a recall list for twenty-four (24) months from the date the actual layoff begins;
 - b) accept the layoff, and thereafter, at the Centre's option, receive pay in-lieu of notice and not be required to report for work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if he/she were at work, and that his/her layoff will be deemed to have commenced at the end of the notice period;
 - c) elect to transfer to a vacant position provided he or she is qualified and able to perform the work;
 - d) the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in her own or identical paying classification whose job she is able to perform at her home site.
 - e) if the employee cannot displace an employee in (d) above she may displace an employee in her own classification or an identical paying classification who has lesser bargaining unit seniority and who is the least senior employee whose job she is able to perform at all other sites.
 - f) if the employee cannot displace an employee in her own or an identical paying classification the employee may displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower paying classification whose work she is able to perform at her home site.
 - g) if the employee cannot displace an employee at her home site she may displace an employee in a lower paying classification who has lesser bargaining unit seniority and who is the least senior employee whose job she is able to perform at all other sites.
- 11.07 In the event of a proposed short-term layoff that is less than thirteen (13) weeks the Centre shall provide to the Union and to the affected employees no less than thirty (30) calendar days notice. In giving such notice the Centre will indicate to the union the reasons causing the layoff and the anticipated duration of the layoff. It is agreed and understood that Regulation 327, Section 7 of the Employment Standards Act applies. It is further agreed that notice to the Union and the employees may run concurrently. An employee who is subject to layoff for a period not greater than thirteen weeks shall have the following entitlements:
- a) accept the layoff and be placed on a recall list for twenty-four (24) months. During this period of layoff the employee may elect to receive some or all of his/her earned vacation credits up to a maximum of the period of the layoff. It is understood that his/her vacation bank and entitlement will be appropriately reduced for that vacation year; or
 - b) displace an employee within his or her classification who has lesser bargaining unit seniority and who is the least senior employee within his or her classification,

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

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

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

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

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

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

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

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

ability to perform the work; the employee will be returned to the recall list in accordance with Article 11.

11.14 Employees on the recall list shall be given preference for temporary vacancies and ad hoc shifts. An employee will not accumulate service and seniority while working such shifts. Where an employee is recalled pursuant to Article 10 she will receive credit for service and seniority for shifts worked under this provision. Acceptance of any shifts offered under this Article shall be on a voluntary basis.

11.15 CONTINUANCE OF INSURED BENEFITS

In the event of a layoff of an employee, the Centre shall pay its share of insured benefits premiums for the duration of the agreed upon notice period provided for in Article 11.

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

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

11.16 RETIREMENT ALLOWANCE

Before issuing notice of long term layoff pursuant to Article 11 the Centre will offer early retirement allowance to a sufficient number of employees in the same classification eligible for early retirement under the Centre's applicable pension plan in order of seniority to the extent that the maximum number of employees in either full time or part time status who elect early retirement is equivalent to the number of employees who would otherwise be subject to layoff under Article 11.

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

11.17 SEPARATION ALLOWANCE

Where an employee resigns and his or her resignation takes effect within one (1) month after receiving a layoff notice, he or she shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service with the Centre, or any of its predecessor employers to a maximum of sixteen (16) weeks pay. On production of receipts from an approved educational program within twelve (12) months of resignation, the employee shall be reimbursed for tuition fees up to a maximum of three-thousand dollars (\$3,000).

Where an employee resigns later than one (1) month after receiving a layoff notice he or she shall be entitled to a separation allowance of four (4) week's salary. On production of receipts from an approved educational program within twelve (12) months of

resignation, shall be reimbursed for tuition fee up to a maximum of one-thousand, two-hundred and fifty dollars (\$1,250).

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

ARTICLE 12 -TECHNOLOGICAL CHANGE

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

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

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

ARTICLE 13 – JOB POSTING, PROMOTION, AND TRANSFER

- 13.01 Where a vacancy exists, or where the Centre creates a new position in the bargaining unit, such vacancy shall be posted for a period of ten (10) calendar days. Applications for such vacancies shall be made in writing within the ten (10) day period referenced herein. Notwithstanding the above, the Centre may fill at its own discretion vacancies caused by:
- a) illness;
 - b) accident;
 - c) pregnancy and parental leaves of absence;
 - d) leave of absence not expected to exceed twelve (12) months;
 - e) vacation;
 - f) specific tasks not expected to exceed twelve (12) months.

In filling such temporary vacancies, the Centre shall consider employees who have expressed an interest, in writing, in filling such vacancies, on the basis of the selection criteria as set out in Article 13.03.

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

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

- 13.02 Notices of vacancies referred to in 13.01 shall include, for informational purposes: initial location, department, classification, qualifications, and salary range. Such qualifications may not be established in an arbitrary manner. A copy of the posted notice will be sent to the local President or designate upon posting.
- 13.03 In filling posted vacancies the selection shall be made based on skill, ability, experience: and relevant qualifications of the applicants. Where these factors are relatively equal, bargaining unit seniority shall be the governing factor.
- 13.04 The name of the successful applicant will be posted and a copy sent to the local President or designate.
- 13.05 The Centre agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.
- 13.06 In matters of promotion and staff transfer a successful bargaining unit applicant shall be allowed a trial period of up to thirty (30) days (225 hours for employees whose regular hours of work are other than the standard work day) worked during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Centre, to the position formerly

occupied, without loss of seniority. Should the employee return or be returned to his former job, the filling of subsequent vacancies will be reversed. If the employee is returned to her former position she shall be informed of the reasons for such return.

- 13.07 (a) Employees in the bargaining unit selected to fill temporary vacancies need not be considered for other temporary positions while filling the temporary vacancy. Upon completion of the temporary vacancy, the bargaining unit employee will be returned to her former position.
- (b) An employee selected as a result of a posted vacancy need not be considered for a further vacancy for a period of up to six (6) months from his date of selection.
- 13.08 The Centre agrees that no external advertising for any positions will occur until all internal applications have been considered and it has been determined that none are qualified.
- 13.09 Promotion occurs when the incumbent of a position is assigned to another position in a class with a higher maximum salary than the class of his or her former position.
- 13.10 An employee who is promoted to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted). The employee's anniversary date shall remain unchanged.
- 13.11 From time to time the job duties or scope of a bargaining unit position(s) may change in such a way as to represent a developmental opportunity, a specialization, or a broadening of duties for a limited number of employees within a department (or appropriate work unit), without increasing the complement of employees in the department.'

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

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

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

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- 13.12 When an employee is temporarily assigned to a non-bargaining unit position for a period of four (4) weeks or less, he or she shall continue to pay dues to OPSEU and continue to be covered by the Collective Agreement for the entire term of the temporary assignment. It is understood that an employee on a short-term temporary assignment will not be assigned the responsibilities of hiring, discharging, disciplining or evaluating any employees.
- 13.13 In the event that an employee is being considered for a secondment their supervisor/manager must agree to the terms of that secondment prior to the finalization of conditions and will not be done in an arbitrary, bad faith or discriminatory manner. The maximum period of time an employee may be seconded is one calendar year.

ARTICLE 14 - LEAVES OF ABSENCE

14.01 LEAVE WITHOUT PAY

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

14.02 UNION BUSINESS LEAVE

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

a) Union Position Leave – Full Time

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

b) Executive Board Member

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

c) Centre Payment For Union Leave

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

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

14.03 BEREAVEMENT LEAVE

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

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

14.04 JURY AND WITNESS DUTY

a) Jury and Witness Duty - All Employees

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

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

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

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

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

Where a part-time employee is required by subpoena to attend a court of law or Coroner's inquest, in connection with a case arising from the employee's duties at the Centre, on his regularly scheduled day off, he shall receive regular pay as if he had been scheduled to work the day.

14.05 PREGNANCY AND PARENTAL LEAVE

a) Pregnancy Leave

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

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

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

b) Transfer of Pregnant Employees

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

c) Parental Leave

Parental leaves will be granted in accordance with the provisions of the Employment Standards Act, 2000, except where amended in this agreement. Effective on confirmation by the Employment Insurance Commission, of the appropriateness of the Hospital's Supplemental Unemployment Benefit (SUB) plan and retroactive to date of confirmation by the employment Insurance Commission, an employee who is on parental leave as provided under this agreement and who is in receipt of Employment Insurance Parental Benefits pursuant to section 22 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. Such payments shall be contingent upon providing to the Centre proof that he or she is in receipt of employment insurance benefits pursuant to the Employment Insurance Act, (Canada). In respect of

the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- i. for the first two (2) weeks, payments equivalent to eighty-four percent (84%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave.
- ii. up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and eighty-four percent (84%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the leave.
- iii. where the employee provides proof that he or she is receiving an additional five (5) weeks of Employment Insurance because of a physical, psychological or emotional condition of the child requiring longer parental care, then the employee will also receive an additional five (5) weeks of supplement as provided for in (b) above,
- iv. The employee does not have any vested rights except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- v. effective January 1, 2001 or at such time as EI benefits are extended for an additional seventeen (17) weeks of parental leave, the employee shall be entitled to receive the SUB top-up for the additional weeks as legislated.

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

d) A permanent employee shall be reinstated to his or her former position unless that position has been discontinued, in which case the affected employee shall be given a comparable job with no loss of pay and benefits at his or her pre-leave rate of pay, including any and all increments and or wage increases. Article 11 (Layoff and Recall) and seniority will apply if bumping is required.

14.06 EDUCATION LEAVE

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

time, place and approximate duration of the examination for which time off is being requested.

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ARTICLE 15 – **SICK** LEAVE/SHORT TERM DISABILITY AND LONG TERM DISABILITY
(FULL TIME EMPLOYEES)

- 15.01 Sick days will be earned at a rate of three-quarters ($3/4$) of a day per month of paid service credited on a monthly basis to a maximum of nine (9) days per year. The sick days will be used for disability absences. Sick day banks will not be paid out on termination of employment, however sick days can be accumulated over a three (3) year period to a maximum of twenty-seven (27) days.
- 15.02 A Short Term Disability plan will be payable on the first day for accident or hospitalization and on the sixth (6th) day for illness. The benefits shall be seventy percent (70%) of the weekly earnings for a maximum of twenty-six (26) weeks.

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

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

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 WORK WEEK AND WORK DAY/OVERTIME

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

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

Where the Centre and the Union agree., subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties on a local level with respect to tours beyond the normal standard work day in accordance with the provisions set out in Article 25 (Model Scheduling) of the Collective Agreement,

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

16.02 REST PERIODS

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

16.03 OVERTIME DEFINITION

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

16.04 OVERTIME/CALL BACK ACCUMULATION – FULL TIME EMPLOYEES ONLY

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

16.05 MISSED MEAL BREAK

a) Full Time Employees

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

An employee who is required to remain available by pager or other communication device during their meal break shall be entitled to stand-by pay as found in Article 17 (Premium Payments/Transportation/Meal Allowance) of this agreement.

b) Part Time Employees

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

An employee who is required to remain available by pager or other communication device during their meal break shall be entitled to stand-by pay as found in Article 17 (Premium Payments/Transportation/Meal Allowance) of this agreement.

16.06 DAYS OFF

a) Full Time Employees

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

b) Part Time Employees

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

16.07 REPORT TIME

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

ARTICLE 17 – PREMIUM PAYMENTS/TRANSPORTATION/MEAL ALLOWANCE

17.01 STANDBY TIME /ON-CALL

An employee required to standby and remain available for call-back duty on other than regular scheduled hours shall be paid at the rate of \$2.50 per hour of standby time. Where such standby falls on any of the designated holidays listed in the Collective Agreement, the employee shall be paid at a rate of \$3.00 per hour of standby time. Hours worked for call-back shall be deducted from hours for which the employee receives standby pay. However, an employee shall be entitled to a minimum of \$5.00 for each eight (8) hour period on standby even if called back to work. Employees on standby/call back outside of regular working hours must make themselves available at all times to receive a call and immediately thereafter return to the workplace if necessary.

17.02 a) CALL BACK

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

b) TELEPHONE CONSULTATION

An employee who is required to remain available for duty on standby outside his/her regularly scheduled working hours shall receive standby pay in accordance with the applicable articles in their collective agreement. When the response from such employee on standby to telephone calls from patients or the Hospital does not necessitate travel, the employee shall be paid one and one-half times (1.5) the base rate for a minimum of thirty (30) minutes or for the duration of the call (whichever is greater). The employee shall keep a log of all calls and submit it to her/his immediate supervisor. The employee cannot receive pay for other calls received during the same thirty-minute (30-minute) interval. However, if the employee must travel, she/he shall be paid in accordance with Article 17.06 (Transportation Allowance). The employee cannot receive pay for other calls received while traveling,

17.03 SHIFT PREMIUM

An employee shall be paid a shift premium of one dollar (\$1.00) per hour for each hour worked which falls within the normal hours of the evening shift and one dollar and twenty-five cents (\$1.25) per each hour worked which falls within the normal hours of the night shift provided that such hours exceed two (2) hours if worked in conjunction with the day shift. Shift premium will not form part of the employee's straight time hourly rate. Each Department will define the hours of work that constitute a day shift, evening shift

and night shift, it being understood that for the purposes of this article that each shift shall be of equal length.

17.04 WEEKEND PREMIUM

An employee shall be paid a weekend premium of one dollar and thirty-five cents (\$1.35) per hour for each hour worked between 2400 hours Friday to 2400 hours Sunday or such other 48 hour period that the Centre may establish.

17.05 MEAL ALLOWANCE

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

17.06 TRANSPORTATION ALLOWANCE

When an employee is required to travel to the Centre, or to return to his home, as a result of being called back to work outside of his regularly scheduled hours, the Centre will pay transportation costs either by taxi or by his own vehicle at the rate of \$0.35 per kilometer. The employee will provide to the Centre satisfactory proof of payment of such taxi fare.

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

Employee vehicles will not be used to transport clients.

17.07 RESPONSIBILITY PAY

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

17.08 TIME OFF BETWEEN SHIFTS (SHIFT SCHEDULES)

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

17.09 CHANGE OF SCHEDULE

a) Full Time

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

b) Part Time

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

17.10 NO PYRAMIDING

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

ARTICLE 18 - PAID HOLIDAYS

18.01 a) Full Time Employees

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

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

A float day is not a premium day.

b) Part Time Employees

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

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

18.03 a) Full Time Employees

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

b) Part Time Employees

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

18.04 (Full Time Only)

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

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

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

- 18.06 Should a holiday fall on a Saturday or a Sunday, the Monday following this holiday or, in some cases the previous Friday will be recognized as the holiday. Only those employees who work on the actual holiday (as opposed to the designated day) will receive the applicable premium payment and/or lieu days.
- 18.07 Employees who celebrate identified religious holidays other than those in Article 18.01 above are entitled to:
- a) a float day as per Article 18.01;
 - b) an unpaid personal leave ;
 - c) use accrued vacation time or lieu time.
- 18.08 If a paid holiday falls during an employee's vacation, or on an employee's regular day off, the employee will receive an additional day off with pay, to be taken at a mutually agreeable time arranged between the employee and her supervisor.
- 18.09 In the first year of employment an employee who commences work prior to June 30th in the calendar year shall be entitled to two float holidays. An employee who commences employment July 1st or after shall be entitled to one float holiday.

ARTICLE 19 - VACATIONS AND VACATION CREDITS

- 19.01 A full-time employee (including full-time temporary and contract employees) shall earn vacation credits at the following rates:
- a) One and one-quarter ($1\frac{1}{4}$) days per month (3 weeks per year) during the first three (3) years of continuous service;
 - b) One and two-thirds ($1\frac{2}{3}$) days per month (4 weeks per year) after three years of continuous service until the completion of fifteen (15) years of continuous service;
 - c) Two and one-twelfth ($2\frac{1}{12}$) days per month (5 weeks per year) after fifteen (15) of continuous service until the completion of twenty-five (25) years of service;
 - d) Two and one-half days ($2\frac{1}{2}$) per month (6 weeks per year) after twenty-five years of continuous service.

Employees who prior to the signing of this collective agreement achieved vacation entitlement which is greater than that outlined herein will be allowed to retain such earned vacation entitlement.

- 19.02 Part-time employees shall be entitled to vacation pay based upon the applicable percentage provided in accordance with the vacation entitlement of full-time employees and paid on their gross earnings as follows (1 year of service equals 1650 hours):
- a) up to 4,950 hours – 6%
 - b) 4,950 hours up to 24,750 hours - 8%
 - c) 24,750 hours up to 41,250 hours – 10%
 - d) over 41,250 hours – 12%

Part-time employees shall be entitled to an unpaid vacation period as is described for full time employees subject to the scheduling provisions described in Article 19.08 below.

- 19.03 An employee is entitled to vacation credits under Article 19.01 in respect of a month or part thereof in which she is at work or on a paid absence.
- 19.04 Increases in ..an employee's entitlement, where applicable, shall take place on their anniversary date.
- 19.05 An employee shall begin earning vacation credits upon commencing employment but shall not be permitted to take vacation until she has completed six (6) months of continuous service. An employee shall be entitled to borrow up to five (5) days of unearned vacation credits.
- NOTE: This will not affect vacation scheduled for the year 2000.
- 19.06 If, for any reason, employment is terminated and vacation taken exceeds vacation entitlement the overpayment is to be repaid by the employee to the Centre. Unused vacation credits will be paid out to the employee.
- 19.07 An employee may accumulate and carry-over no more than one year's vacation entitlement.

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

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

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

In the interests of equity an employee may not utilize more than two (2) consecutive weeks of accumulated vacation/vacation credits during prime vacation time if it limits access to another employee during this time. This will not preclude the employer from scheduling more than two (2) weeks where possible. In addition, an employee may not utilize the same vacation period two (2) years consecutively, in prime time, if it limits access to another employee. Prime time shall be defined as ; March Break, June 15 – September 15 and the period from December 24 – January 2 inclusive.

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

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

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

19.10 Where an employee's scheduled vacation is interrupted due to a bereavement situation, the employee shall be entitled to substitute bereavement leave as per Article 14.03.

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

20.01 FULL TIME BENEFITS

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

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

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

20.02 CHANGE OF CARRIER

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

20.03 PENSION

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

20.04 DIVISIBLE SURPLUS

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

20.05 PART-TIME BENEFITS

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

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

ARTICLE 21 -- MODIFIED/TRANSITIONAL WORK

- 21.01 A modified/transitional work program shall be jointly established and maintained to assist in accommodating all workers with occupationally and non-occupationally related disabilities. Where the Centre and the Union agree, the Centre may implement modified/transitional work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the Collective Agreement may, where agreed, be varied. The Centre, the union, and the employee will sign the specific terms of the program including the time period after which the modified/transitional work arrangement will be reviewed.
- 21.02 No worker shall be discriminated against or harassed because he or she has become disabled or ill.
- 21.03 All injured workers shall be treated in compliance with the Ontario Human Rights Code, the Occupational Health and Safety Act, Workplace Safety and Insurance Act, and the Collective Agreement and other relevant legislation. The parties will endeavor to provide fair and consistent practices to accommodate employees who are ill, injured or permanently disabled.
- 21.04 A worker's disability or illness shall be accommodated with work that has been modified to allow the worker to perform the work without risk of injury or illness to the worker or the worker's co-workers. The work shall be modified without introducing new hazards into the workplace.
- 21.05 Work shall be modified in accordance with sound occupational health and safety principles in an effort to adapt the workplace to promote the highest degree of emotional and physical well being of the injured worker.
- 21.06 Prior to the employee's entry into a modified/transitional work program, the Centre shall conduct the following assessments in consultation with the worker and her treating physician:
- a) determination of the essential job duties;
 - b) physical demands analysis;
 - c) job hazard analysis;
 - d) ergonomic assessment of the Job modifications; and
 - e) determination of the modifications necessary to safely accommodate the worker's medical restriction, determined by Occupational Health and Safety Services.
- 21.07 The Centre shall pay all costs incurred for any medical or professional assessment and evaluation related to the worker's placement in a modified work program. The Centre and the Union shall supply an agreed upon list of three outside independent medical examination facilities and three physicians/specialists who have advanced knowledge in the area of the employee's disability. The employee shall choose from these lists. Alternatively, the Union and the Centre may agree upon a substitute facility or specialist. Both parties will be bound and directed by the results of the resultant assessment,

ARTICLE 22 – CONTRACTING OUT

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

ARTICLE 23 - EDUCATION AND TRAINING

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

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

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

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

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

ARTICLE 24 – COMPENSATION

24.01 NEW CLASSIFICATIONS

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

24.02 EXPERIENCE CREDIT

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

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

24.03 GRID PROGRESSION (FT ONLY)

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

24.04 GRID PROGRESSION (PT ONLY)

Part-time employees will accumulate service for purposes of progression on the salary grid, on the basis of one year of service for each 1650 hours worked - effective April 1, 2001. Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service accrued during a pregnancy leave or parental leave on the basis of seniority accrual during such leaves in accordance with Article 10 of the agreement.

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

ARTICLE 25 – MODEL SCHEDULING ARRANGEMENTS AND PREPAID LEAVE

25.01 JOE SHARING

Agree to central model agreement.

25.02 INNOVATIVE/FLEXIBLE SCHEDULING

Agree to central model agreement.

25.03 EXTENDED TOURS

Agree to central model agreement (see Appendix D).

25.04 PREPAID LEAVE

Agree to central model agreement with the proviso that those employees currently enrolled will continue under the terms and conditions in place at the time enrollment took place.

ARTICLE 26 -WORK OF THE BARGAINING UNIT

- 26.01 Supervisors or Managers excluded from the bargaining unit shall not perform duties normally performed by members in the bargaining unit, which shall directly cause or result in the layoff, loss of seniority or service or reduction in benefits to members in the bargaining unit.
- 26.02 The parties support the principle of student placements and agree to develop a protocol surrounding their appropriate roles at the Centre.
- 26.03 The parties support the principle of therapeutic work placements for clients. Accordingly, the parties will develop a protocol surrounding the appropriate placement of clients of such activities.

ARTICLE 27 – GENERAL

27.01 PRINTING OF COLLECTIVE AGREEMENT

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

27.02 BULLETIN BOARDS

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

27.03 UNIFORM ALLOWANCE

Where uniforms are required, the Centre shall supply and launder uniforms.

27.04 JOB SPECIFICATIONS

Employees will be provided with a copy of their job specification upon request. Copies of the job specifications for any posted bargaining unit positions will be made available upon request.

27.05 UNION OFFICE

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

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

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

27.06 INFORMATION TO LOCAL UNION

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

- a) The Local Union shall be advised each month of all hires, changes in classification, transfers between departments, terminations, and leaves greater than thirty (30) days.
- b) The Local Union shall receive annually a list containing the names of all bargaining unit employees, their salary rates and job classification.

27.07 TRANSPORTATION ALLOWANCE/CONDITIONS

- a) When an employee is authorized by the Centre to use her own automobile or a taxi for the employers business, the Centre will pay the taxi fare or transportation costs at the rate of \$0.35 per kilometer. The employee will provide to the Centre satisfactory proof of payment of such taxi fare.
- b) All tolls, fees, and parking related to business travel will be reimbursed to the employee who makes such payment where receipts are provided. This will include payment where an employee is required to travel from one Centre site to another during her workday.
- c) Employees will not be required to have a vehicle unless it is a bona fide condition of employment.

ARTICLE 28 – DURATION

This agreement shall continue in effect from the date of ratification or otherwise noted to March 31, 2005.

SIGNED AT TORONTO, ONTARIO THIS _____ DAY OF _____ 2004.

For CAMH

For OPSEU

APPENDIX A - RECOGNITION

The Centre for Addiction and Mental Health recognizes the Ontario Public Service Employees Union (OPSEU) for the purpose of this Collective Agreement as the exclusive bargaining agent for all employees in the City of Toronto and employees currently (as of September 23, 1998) in the bargaining unit in the City of Mississauga, save and except Program Directors, Administrative Directors, Managers and Supervisors, persons above those ranks, Physicians, Residents, Post-Doctoral Fellows, Human Resource Staff, Administrative Assistants, Scientists and Research Scientists, Registered and Graduate Nurses, and Co-operative, Practicum and Placement Students and students not receiving any remuneration from the Centre for Addiction and Mental Health.

Clarity Note 1: Clinical Practice Leaders, Discipline Chiefs, Discipline Heads and Discipline Leaders are included in the bargaining unit.

Clarity Note 2: Trudo Lemmins, Zoenek Prstupa, Leslie Atkinson, Ray Blanchard, David Nussbaum, Zindel Segal, Kenneth Zucker and Gerry Devins are excluded from the bargaining unit.

Clarity Note 3: Administrative Assistants are excluded from the unit due to the confidential nature of their positions. The current Administrative Assistants are: C. Bartha, J. Grayson, L. Karp, S. MacFarlane, J. Broughton, M. Fennessy, P. Rawlings, G. Duncan, J. Jackson, S. Smith, K. Eng, L. Hanycz, P. Papadacos, L. Puskar, P. Greco, L. Comish, D. Devins, M. Altobello, D. St. Michael and I. Vatur. Any future Administrative Assistant postings must reflect the confidential nature of these positions.

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

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

APPENDIX B - MANAGEMENT RIGHTS

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

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

APPENDIX C -WORKPLACE SAFETY AND INSURANCE

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

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

APPENDIX D - EXTENDED TOURS /COMPRESSED WORK WEEK

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

MEMORANDUM OF AGREEMENT

Between:

The Centre for Addiction and Mental Health

And:

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

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

- a) Fifty per cent plus one (50% + 1) of the staff on a unit/service must indicate by secret ballot their willingness to participate prior to the commencement of the test. In order to facilitate the voting process, the manager of the unit planning to implement an extended tour schedule will notify the Union that such a vote needs to occur.
- b) The test period shall be for six months after which full time and part time staff will again indicate by a fifty per cent plus one (50% + 1) vote by secret ballot their desire to continue or discontinue extended tours.

Article 1 - Work Unit and Employees Covered

As per Appendix "A" in the Collective Agreement

Article 2 - Hours of Work

- 2.1 The normal or standard extended workday shall be 11 hours and 15 minutes contained within a 12 hour shift.
- 2.2 Failure to provide 12 hours between the commencement of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half (1 ½) times the employee's regular straight time hourly rate for only those hours which reduce the 12 hour period.
Where the 12 hour period is reduced as a result of an approved change of shift(s) requested by the employee(s), such premium payment shall not apply.

Article 3 - Overtime

- 3.01 Overtime shall be defined as being all hours worked in excess of the normal or standard extended work day, as set out in Article 2.1 of this appendix or in excess of the normal or standard work week as set out in Article 16 of the collective agreement.
- 3.02 For purposes of overtime the hours of work per week shall be averaged over a six (6) week time schedule.

Article 4 - Rest Periods

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

Article 5 - Meal Periods

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

Article 6 - Sick Leave and Long-Term Disability (Applicable to Full-Time Employees Only)

- 6.01 The short-term sick leave plan will provide payment as per Article 15 (Sick Leave and Long Term Disability). An employee who is sick while working on an extended tour shall receive full-pay for all hours scheduled during the time that the Centre is directly responsible for payment and their sick bank will be reduced accordingly. In order to receive full pay an employee must have accumulated sufficient banked hours in order to utilize this provision. Employees who work on an extended tour rotation shall bank hours on the basis of %of a day per month (9 hours). The maximum accumulation expressed in days is as per Article 15 of this agreement.

Article 7 - Paid Holidays (As per Article 18 -Applicable to Full Time Employees Only)

- 7.01 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of hours for a normal or standard extended workday as set out in Article 2.1 of this appendix.
- 7.02 An employee required to work on any of the designated holidays listed in Article 18 (Paid Holidays) of this Collective Agreement shall be paid at the rate of time-and-one-half ($1\frac{1}{2}$) his regular straight time rate of pay for all hours worked on such holiday. In addition, he will receive a lieu day off with pay in the amount of his regular straight time hourly rate of pay times the normal or standard extended workday as set out in Article 2.1 of this appendix.

Article 8 – Vacation (Applicable to Full Time Employees Only)

- 8.01 Vacation entitlement as set out in Article 19 (Vacations) will be converted to hours on the basis of the employee's normal workweek. Employees working on an extended tour schedule will be granted vacation on the same basis and conditions as employees who work the standard/normal workweek.
- 8.02 (Applicable to Part Time Employees Only)
Payment as set out in Article 19.02 of the Collective Agreement.

Article 9 - Bereavement /Float Days

- 9.01 The Centre agrees in principle that there shall be no proration of bereavement or any other paid leave of absence that the Centre directly provides payment for.

Article 10 - Term

- 10.01 This Agreement shall be in force as per the terms and conditions of the Collective Agreement it is contained within.

Either party may, on written notice of eighteen (18) weeks to the other party, terminate this Agreement notwithstanding the above-specified term.

APPENDIX D - EXTENDED TOURS/COMPRESSED WORK WEEKS

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

1. WORK ARRANGEMENTS

FLEXIBLE HOURS OF WORK

- 1.1 Flexible hours of work, or flextime, is a system designed to accommodate the individual preferences and needs of employees while at the same time ensuring the efficient operation of the Employer's services. In this article flextime refers to flexible starting and finishing times.
- 1.2 Flexible hours will be implemented only after mutual agreement is secured between the employee who wishes flexible hours of work and the Employer. A written request for flexible hours of work shall not be unreasonably denied. The terms of the flextime arrangements shall be in writing.
- 1.3 Existing flextime arrangements shall remain as presently constituted.
- 1.4 Flextime arrangements may be cancelled by the Centre with eighteen (18) weeks written notice to the employee(s) working on an approved flextime schedule and will not be done in an arbitrary, bad faith or discriminatory manner.

2. JOB SHARING

- 2.1 Job sharing is defined as an arrangement whereby *two* employees share the hours of work of one full-time position on a 50/50 basis subject to the provisions of Article ~~XXX~~ the position involved in the job sharing arrangement will be maintained as a full-time position in the CAMH staffing complement. Job sharing can occur where there is agreement between the employees who wish to job share, the Union, and the Employer.
- 2.2 It is agreed that participation in a job sharing agreement is completely voluntary and may only be accessed by members of the bargaining unit. No employee shall be made to enter a position against their wishes.

Job sharing partners must be in the same job classification.

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

If the remaining partner does not wish this opportunity the position shall be posted and advertised as a job sharing vacancy. Failing successful filling of the job sharing position,

the remaining partner has a final opportunity to assume the position on a full-time basis, if the remaining partner still does not wish this opportunity, the position shall be posted as a full-time position.

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

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

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

:

LETTER OF UNDERSTANDING "A"

Formula Regarding 1650 Hours = 1 Year

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

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

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

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

"X" x 1650 =

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

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

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

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LETTER OF UNDERSTANDING "B" – HUMAN RESOURCES LABOUR ADJUSTMENT PLAN

FRAMEWORK AGREEMENT - HUMAN RESOURCES
LABOUR ADJUSTMENT PLAN

BETWEEN

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

and

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

ARTICLE 1 - PURPOSE

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

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

ARTICLE 2 - SCOPE

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

ARTICLE 3- ACCESS TO WORK

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

3.05 Amalgamations

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

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

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

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

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

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

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

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

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

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

3.06 Program Transfers

(a) Direct Care Staff

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

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

(b) Non Direct-Care Staff

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

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

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

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

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

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

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

ARTICLE 4- DISPLACEMENT

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

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

4.02 Orientation

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

ARTICLE 5- BARGAINING UNIT REPRESENTATION

5.01 Bargaining Unit Representation

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

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

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

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

ARTICLE 6- LABOUR ADJUSTMENT

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

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

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

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

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

6.03 Early Retirement

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

Option 1

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

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

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

OR Option 2

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

6.04 Voluntary Resignation

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

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

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

6.05 Separation Allowance

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

6.06 Training

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

ARTICLE 7 - TERMS OF EMPLOYMENT

7.01 Wages

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

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

OR with the agreement of the local parties,

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

7.02 Insured Benefits

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

OR, with the agreement of the parties,

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

7.03 Vacation Entitlement

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

7.04 Sick Leave and Long Term Disability

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

7.05 Pension

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

7.06 Hours of Work

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

7.07 Probationary Period

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

7.08 Seniority

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

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

7.09 Service

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

ARTICLE 8 - MONITORING/DISPUTES RESOLUTION COMMITTEE

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

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

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

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

ARTICLE 9 - DISPUTES RESOLUTION PROCESS

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

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

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

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

ARTICLE 10 - TERM

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

Signed at Toronto this ____ day of _____ 2003.

For the Hospitals:

For the Union:

LETTER OF UNDERSTANDING

BETWEEN

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

and

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

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

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

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

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

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

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

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

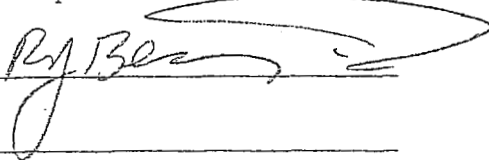
If the turnover resulting from the merger of seniority lists is greater than 10/15 or 66.6%, then the local parties will discuss a process and schedule for the completion of the integration. Put another way, if the merger of seniority results in a staffing complement made up of less than 32 employees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

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

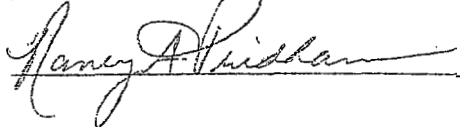
1. The 63 most senior employees will be transferred (this number is 95 - 32)
2. The parties will discuss and resolve a process and schedule for moving the remaining 7 employees.

Signed at Toronto this 4th day of February 2004

For the Hospitals:



For the Union:



LETTER OF UNDERSTANDING “C”– DIVERSITY IN THE WORKPLACE

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

LETTER OF UNDERSTANDING “D”– SALARY ALLOWANCES

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

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

LETTER OF UNDERSTANDING “E”– PROFESSIONAL RESPONSIBILITY

The parties agree that Social Workers will be covered under Article 6.03 of this agreement.

LETTER OF UNDERSTANDING “F”– OPT/HOOPP

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

LETTER OF UNDERSTANDING "G" – OPSEU JOINT TRUSTEED BENEFIT FUND

The Centre and the union agree to join the OPSEU Joint Trusteed Benefit Fund and that all coverage shall be provided through the Trust Fund.

The Centre and the union agree to a benefit plan that the Trust Fund's insurer, Maritime Life, shall design based on the following factors:

- a) The current total dollar budget for group insurance benefits and for the sick leave plan including the total of the employer and employee paid shares, will be the maximum budget to fund the plan.
- b) The Centre and the union shall each identify one individual for Maritime Life to use as advisors and resource in developing the benefit plan design. The Centre shall provide time off with pay for the union representative.
- c) All information that the Centre and the union can supply Maritime Life in terms of demographics, claims experience, sick leave experience, financial data, insurance policy information and collective agreement benefit provisions will be provided,
- d) Life, dependent life, accidental death and dismemberment, vision care, dental and health coverage will be based on the budget outlined in a) above, with consideration given to the current benefit plans of former employee groups at the ARF, Clarke, Donwood, and Queen Street sites.
- e) The employee and Centre percentage share of premium contribution shall be based on the aggregate percentage of employer and employee contributions as outlined in a) above. The Maritime Life, Centre representative and union representative will determine as to which benefits employees will make contributions to achieve the aforementioned aggregate percentage.
- f) The benefit plan shall be implemented within three (3) months following ratification of the collective agreement.
- g) The short term and long term disability plans will be designed in accordance with Article 15 of this collective agreement.

LETTER OF UNDERSTANDING "H" -- SALARY IMPLEMENTATION

	Year 1 (April 1/02 to March 31/03)	Year 2 (April 1/03 to March 31/04)	Year 3 (April 1/04 to March 31/05)
All Pay Bands	3.0%	3.0%	3.0%
Supplemental Increase for Special Cases *			3.0%
<p>* Supplemental increase to Dietitian, OT/PT, Pharmacist, and Registered Technologist to address market conditions. This increase will be in addition to the wage adjustments for the Pay Bands, i.e.: each of the Special Cases will receive a 6% increase in Year 3 (April 1,2004).</p>			
<p>This settlement includes full retroactivity for all current and past employees for the years outlined in the scale above.</p>			
<p>All retroactivity and implementation of new wages will be paid within 60 days of the ratification of this agreement.</p>			

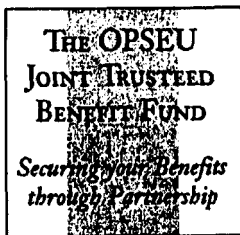
New Band #	Dscpl #	Dscpl #	Dscpl #	Class #	Std Hrs	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	04	14	24	010U01	37.5	Psychologist	\$ 35.20	\$ 37.24	\$ 39.28	\$ 41.33	\$ 43.38	\$ 45.41	\$ 47.47		
2	09	19	29	020U01	37.5	Research Training Coordinator	\$ 29.75	\$ 31.47	\$ 33.20	\$ 34.93	\$ 36.67	\$ 38.40	\$ 40.13		
3	33	43	53	030U01	37.5	Pharmacist	\$ 28.45	\$ 30.04	\$ 31.69	\$ 33.37	\$ 35.02	\$ 36.69	\$ 38.36		
4	09	19	29	030U02	37.5	Research Methods Specialist	\$ 27.65	\$ 29.19	\$ 30.79	\$ 32.42	\$ 34.03	\$ 35.66	\$ 37.27		
4	09	19	29	030U03	35	IT Specialist	\$ 27.65	\$ 29.19	\$ 30.79	\$ 32.42	\$ 34.03	\$ 35.66	\$ 37.27		
4	32	42	52	030U04	37.5	Clinical Services Consultant	\$ 27.65	\$ 29.19	\$ 30.79	\$ 32.42	\$ 34.03	\$ 35.66	\$ 37.27		
4	32	42	52	030U05	37.5	Sr Program Consultant	\$ 27.65	\$ 29.19	\$ 30.79	\$ 32.42	\$ 34.03	\$ 35.66	\$ 37.27		
4	09	19	29	030U06	37.5	Contracts & Licences Officer	\$ 27.65	\$ 29.19	\$ 30.79	\$ 32.42	\$ 34.03	\$ 35.66	\$ 37.27		
4	09	19	29	030U07	35	Facilities Planning Coordinator	\$ 27.65	\$ 29.19	\$ 30.79	\$ 32.42	\$ 34.03	\$ 35.66	\$ 37.27		
4	09	19	29	030U08	37.5	Health Information Specialist	\$ 27.65	\$ 29.19	\$ 30.79	\$ 32.42	\$ 34.03	\$ 35.66	\$ 37.27		
4	09	19	29	030U09	37.5	Public Affairs Coordinator	\$ 27.65	\$ 29.19	\$ 30.79	\$ 32.42	\$ 34.03	\$ 35.66	\$ 37.27		
4	09	19	29	030U10	37.5	Mental Health Consultant	\$ 27.65	\$ 29.19	\$ 30.79	\$ 32.42	\$ 34.03	\$ 35.66	\$ 37.27		
4	09	19	29	030U11	37.5	PET Systems Engineer	\$ 27.65	\$ 29.19	\$ 30.79	\$ 32.42	\$ 34.03	\$ 35.66	\$ 37.27		
4	09	19	29	030U12	37.5	Project Leader	\$ 27.65	\$ 29.19	\$ 30.79	\$ 32.42	\$ 34.03	\$ 35.66	\$ 37.27		
4	09	19	29	030U13	35	IT/DS Coordinator	\$ 27.65	\$ 29.19	\$ 30.79	\$ 32.42	\$ 34.03	\$ 35.66	\$ 37.27		
5	09	19	29	060U01	37.5	Library Coordinator	\$ 25.56	\$ 27.04	\$ 28.53	\$ 30.01	\$ 31.49	\$ 32.98	\$ 34.45		
5	04	14	24	060U02	37.5	Psychometrist	\$ 25.56	\$ 27.04	\$ 28.53	\$ 30.01	\$ 31.49	\$ 32.98	\$ 34.45		
5	02	12	22	060U03	37.5	Social Worker 2	\$ 25.56	\$ 27.04	\$ 28.53	\$ 30.01	\$ 31.49	\$ 32.98	\$ 34.45		
5	33	43	53	060U04	37.5	Speech Pathologist	\$ 25.56	\$ 27.04	\$ 28.53	\$ 30.01	\$ 31.49	\$ 32.98	\$ 34.45		
5	32	42	52	060U05	37.5	Counselor/Therapist 2	\$ 25.56	\$ 27.04	\$ 28.53	\$ 30.01	\$ 31.49	\$ 32.98	\$ 34.45		
6	31	41	51	040U01	37.5	Charge Technologist	\$ 27.82	\$ 28.92	\$ 30.04	\$ 31.14	\$ 32.26	\$ 33.35	\$ 34.47		
7	03	13	23	030U01	37.5	Communications Coordinator	\$ 24.30	\$ 25.71	\$ 27.12	\$ 28.53	\$ 29.96	\$ 31.37	\$ 32.78		
7	09	19	29	090U02	35	IT/DS Analyst	\$ 24.30	\$ 25.71	\$ 27.12	\$ 28.53	\$ 29.96	\$ 31.37	\$ 32.78		
7	09	19	29	090U03	35	Project Coordinator	\$ 24.30	\$ 25.71	\$ 27.12	\$ 28.53	\$ 29.96	\$ 31.37	\$ 32.78		
7	09	19	29	095U01	37.5	CH&E Coordinator	\$ 24.30	\$ 25.71	\$ 27.12	\$ 28.53	\$ 29.96	\$ 31.37	\$ 32.78		
7	09	19	29	095U02	37.5	CH&E Specialist	\$ 24.30	\$ 25.71	\$ 27.12	\$ 28.53	\$ 29.96	\$ 31.37	\$ 32.78		
7	09	19	29	095U03	37.5	Research Coordinator	\$ 24.30	\$ 25.71	\$ 27.12	\$ 28.53	\$ 29.96	\$ 31.37	\$ 32.78		
8	31	41	51	070U01	37.5	Sr. Technologist	\$ 26.33	\$ 27.38	\$ 28.43	\$ 29.47	\$ 30.53	\$ 31.57	\$ 32.62		
9	03	13	33	130U01	37.5	OT/PT	\$ 22.52	\$ 24.20	\$ 25.88	\$ 27.55	\$ 29.23	\$ 30.90	\$ 32.58		
10	31	41	51	100U01	37.5	Dietitian	\$ 23.05	\$ 24.40	\$ 25.73	\$ 27.08	\$ 28.42	\$ 29.76	\$ 31.09		
11	09	19	29	150U01	37.5	Communications Associate	\$ 22.92	\$ 24.24	\$ 25.58	\$ 26.91	\$ 28.25	\$ 29.58	\$ 30.91		
11	09	19	29	150U02	35	IT Programmer/Analyst	\$ 22.92	\$ 24.24	\$ 25.58	\$ 26.91	\$ 28.25	\$ 29.58	\$ 30.91		
11	09	19	29	150U03	37.5	Librarian	\$ 22.92	\$ 24.24	\$ 25.58	\$ 26.91	\$ 28.25	\$ 29.58	\$ 30.91		
11	09	19	29	150U04	35	Finance Coordinator	\$ 22.92	\$ 24.24	\$ 25.58	\$ 26.91	\$ 28.25	\$ 29.58	\$ 30.91		
11	09	19	29	150U05	35	Archivist	\$ 22.92	\$ 24.24	\$ 25.58	\$ 26.91	\$ 28.25	\$ 29.58	\$ 30.91		
12	02	12	22	100U02	37.5	Social Worker 1	\$ 22.40	\$ 23.71	\$ 25.00	\$ 26.31	\$ 27.61	\$ 28.91	\$ 30.21		
12	08	18	28	100U03	37.5	Counselor/Therapist 1	\$ 22.40	\$ 23.71	\$ 25.00	\$ 26.31	\$ 27.61	\$ 28.91	\$ 30.21		
13	31	41	51	160U01	37.5	Registered Technologist	\$ 22.95	\$ 23.85	\$ 24.84	\$ 25.83	\$ 26.82	\$ 27.81	\$ 28.80	\$ 29.78	\$ 30.78
14	09	19	29	190U01	37.5	CH&E Associate	\$ 20.91	\$ 22.12	\$ 23.34	\$ 24.55	\$ 25.78	\$ 26.99	\$ 28.21		
14	09	19	29	190U02	37.5	Research Analyst 2	\$ 20.91	\$ 22.12	\$ 23.34	\$ 24.55	\$ 25.78	\$ 26.99	\$ 28.21		
15	31	41	51	310U01	37.5	Taxation R	\$ 22.17	\$ 23.01	\$ 23.85	\$ 24.69	\$ 25.53	\$ 26.37	\$ 27.21	\$ 28.05	\$ 28.89

New Band #	Dscpl #	FT	Dscpl #	PT	Dscpl #	Cas	Class #	Std Hrs	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
										\$	\$	\$	\$	\$	\$	\$	\$	\$
16	09	09	19	29	220U01	35	Buyer			\$ 19.24	\$ 20.36	\$ 21.48	\$ 22.59	\$ 23.72	\$ 24.84	\$ 25.96		
16	09	09	19	29	220U02	37.5	Communications Assistant			\$ 19.24	\$ 20.36	\$ 21.48	\$ 22.59	\$ 23.72	\$ 24.84	\$ 25.96		
16	09	09	19	29	220U03	35	Finance Officer			\$ 19.24	\$ 20.36	\$ 21.48	\$ 22.59	\$ 23.72	\$ 24.84	\$ 25.96		
16	09	09	19	29	220U04	37.5	Information Officer 2			\$ 19.24	\$ 20.36	\$ 21.48	\$ 22.59	\$ 23.72	\$ 24.84	\$ 25.96		
16	09	09	19	29	225U01	37.5	Volunteer Coordinator			\$ 19.24	\$ 20.36	\$ 21.48	\$ 22.59	\$ 23.72	\$ 24.84	\$ 25.96		
16	09	09	19	29	225U02	37.5	Data Quality Analyst			\$ 19.24	\$ 20.36	\$ 21.48	\$ 22.59	\$ 23.72	\$ 24.84	\$ 25.96		
17	09	09	19	29	140U01	35	AV Specialist			\$ 21.88	\$ 22.71	\$ 23.54	\$ 24.38	\$ 25.20				
17	32	42	52	52	145U01	37.5	Recreationist			\$ 21.88	\$ 22.71	\$ 23.54	\$ 24.38	\$ 25.20				
17	32	42	52	52	145U02	37.5	Technician 4			\$ 21.88	\$ 22.71	\$ 23.54	\$ 24.38	\$ 25.20				
18	31	41	51	51	110U01	37.5	Registered Practical Nurse			\$ 20.39	\$ 21.01	\$ 21.64	\$ 22.29	\$ 22.95	\$ 23.64	\$ 24.35		
18	32	42	52	52	110U02	37.5	Case Worker			\$ 20.39	\$ 21.01	\$ 21.64	\$ 22.29	\$ 22.95	\$ 23.64	\$ 24.35		
19	09	19	29	29	260U01	37.5	Research Analyst 1			\$ 17.57	\$ 18.59	\$ 19.61	\$ 20.63	\$ 21.66	\$ 22.68	\$ 23.70		
20	09	19	29	29	230U01	37.5	Information Officer 1			\$ 19.22	\$ 20.34	\$ 21.46	\$ 22.57	\$ 23.70				
20	09	19	29	29	230U02	35	Finance Assistant			\$ 19.22	\$ 20.34	\$ 21.46	\$ 22.57	\$ 23.70				
20	09	19	29	29	230U04	37.5	Library Assistant			\$ 19.22	\$ 20.34	\$ 21.46	\$ 22.57	\$ 23.70				
20	09	19	29	29	230U05	35	Payroll Clerk			\$ 19.22	\$ 20.34	\$ 21.46	\$ 22.57	\$ 23.70				
20	09	19	29	29	235U01	37.5	Admitting Coordinator			\$ 19.22	\$ 20.34	\$ 21.46	\$ 22.57	\$ 23.70				
20	09	19	29	29	235U02	37.5	CH&E Assistant			\$ 19.22	\$ 20.34	\$ 21.46	\$ 22.57	\$ 23.70				
20	09	19	29	29	235U03	37.5	Inventory Specialist			\$ 19.22	\$ 20.34	\$ 21.46	\$ 22.57	\$ 23.70				
20	09	19	29	29	235U04	37.5	Health Records Analyst			\$ 19.22	\$ 20.34	\$ 21.46	\$ 22.57	\$ 23.70				
20	09	19	29	29	235U05	37.5	Purchasing Agent			\$ 19.22	\$ 20.34	\$ 21.46	\$ 22.57	\$ 23.70				
20	09	19	29	29	235U06	37.5	Chart Coordinator			\$ 19.22	\$ 20.34	\$ 21.46	\$ 22.57	\$ 23.70				
21	09	19	29	29	180U01	35	Administrative Secretary			\$ 20.06	\$ 20.83	\$ 21.58	\$ 22.36	\$ 23.11				
21	09	19	29	29	180U02	35	AV Assistant			\$ 20.06	\$ 20.83	\$ 21.58	\$ 22.36	\$ 23.11				
21	09	19	29	29	180U03	35	Court Liaison			\$ 20.06	\$ 20.83	\$ 21.58	\$ 22.36	\$ 23.11				
21	31	41	51	51	185U01	37.5	Technician 3			\$ 20.06	\$ 20.83	\$ 21.58	\$ 22.36	\$ 23.11				
22	09	19	29	29	120U01	37.5	Tradesperson			\$ 22.36	\$ 22.84							
22	09	19	29	29	120U02	37.5	Cook/Inventory Control 2			\$ 22.36	\$ 22.84							
23	09	19	29	29	170U01	37.5	Maintenance Generalist			\$ 21.02	\$ 21.47							
23	09	19	29	29	170U02	37.5	Support Worker Lead Hand			\$ 21.02	\$ 21.47							
24	09	19	29	29	270U01	35	Department Secretary			\$ 17.37	\$ 18.37	\$ 19.38	\$ 20.39	\$ 21.41				
24	09	19	29	29	270U02	35	Finance Clerk			\$ 17.37	\$ 18.37	\$ 19.38	\$ 20.39	\$ 21.41				
24	32	42	52	52	275U02	37.5	Lab Assistant			\$ 17.37	\$ 18.37	\$ 19.38	\$ 20.39	\$ 21.41				
24	09	19	29	29	275U03	37.5	Research Assistant 2			\$ 17.37	\$ 18.37	\$ 19.38	\$ 20.39	\$ 21.41				
24	09	19	29	29	275U04	37.5	Volunteer Assistant			\$ 17.37	\$ 18.37	\$ 19.38	\$ 20.39	\$ 21.41				
24	09	19	29	29	275U05	37.5	Transcriptionist			\$ 17.37	\$ 18.37	\$ 19.38	\$ 20.39	\$ 21.41				
25	32	42	52	52	200U01	37.5	Technician 2			\$ 18.41	\$ 19.11	\$ 19.81	\$ 20.51	\$ 21.20				
26	09	19	29	29	280U01	37.5	Admitting Clerk			\$ 16.58	\$ 17.55	\$ 18.51	\$ 19.47	\$ 20.45				
26	09	19	29	29	280U02	37.5	Security Officer			\$ 16.58	\$ 17.55	\$ 18.51	\$ 19.47	\$ 20.45				
26	09	19	29	29	280U04	37.5	Chart Clerk			\$ 16.58	\$ 17.55	\$ 18.51	\$ 19.47	\$ 20.45				
27	09	19	29	29	290U01	35	Clerk 2			\$ 16.05	\$ 16.98	\$ 17.91	\$ 18.84	\$ 19.78				
27	09	19	29	29	295U02	37.5	Security Guard			\$ 16.05	\$ 16.98	\$ 17.91	\$ 18.84	\$ 19.78				
28	09	19	29	29	210U01	37.5	Cook/Inventory Control 1			\$ 18.76	\$ 19.10							
28	09	19	29	29	210U02	37.5	Housekeeping Lead Hand			\$ 18.76	\$ 19.10							

New Band #	Dscpl # FT	Dscpl # PT	Dscpl # Cas	Class #	Std Hrs	Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
29	32	42	52	300U01	37.5	Program Assistant	\$ 15.32	\$ 16.21	\$ 17.10	\$ 17.99	\$ 18.89				
29	09	19	29	300U02	37.5	Research Assistant 1	\$ 15.32	\$ 16.21	\$ 17.10	\$ 17.99	\$ 18.89				
29	09	19	29	300U03	37.5	Telecommunications Clerk	\$ 15.32	\$ 16.21	\$ 17.10	\$ 17.99	\$ 18.89				
29	09	19	29	300U04	35	Clerk1	\$ 15.32	\$ 16.21	\$ 17.10	\$ 17.99	\$ 18.89				
29	09	19	29	300U06	37.5	Support Worker	\$ 15.32	\$ 16.21	\$ 17.10	\$ 17.99	\$ 18.89				
30	09	19	29	250U01	37.5	Dietary Attendant	\$ 18.08	\$ 18.38							
30	09	19	29	250U02	37.5	Housekeeping Attendant	\$ 18.08	\$ 18.38							

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Your Benefit Plan



OPSEU Joint Trusteeds Benefit Fund



CENTRE FOR ADDICTION AND MENTAL HEALTH

Contract Number: 4499

Account Number: 54-001 OPSEU

Effective Date; January 1, 2001

Revised Date: May 1, 2003

This summary contains important information and should be kept in a safe place for future reference.

The benefits described may be revised from time to time or discontinued.

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Maritime Life



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The actual terms and conditions of coverage and benefits, including limitations and exclusions, are contained in an insurance contract between The Maritime Life Assurance Company and The Trustees of the **OPSEU** Joint Trusteed Benefit Fund. In the event of any conflict between this booklet and the insurance contract, the insurance contract will govern.

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This booklet comprises part of the "Schedule A" referenced in the Agreement to Participate signed and dated on September 25, 2000 by a representative of the Centre for Addiction and Mental Health.

Who is eligible for coverage?

You and your dependents (your legal spouse or common-law spouse and your unmarried children) are eligible for coverage **so** long as you are an active, permanent member, under age **70** (age **65** with respect to optional life insurance, weekly disability and long term disability benefits). You must also be working full-time for at least 30 hours per week or working part-time for at least 20 hours per week and not working as a seasonal member.

Eligible children include unmarried, natural or legally adopted children and step-children under age 21 who are dependent on you for support and live with you in a parent-child relationship. An eligible child who is a full-time student and dependent solely on you for support could also qualify as a dependent until age **26**. A child must be at least 14 days old to be eligible for dependent life insurance. Health and Dental coverage will be extended for a mentally or physically disabled child beyond the limiting age who depends solely on you for support. The child must become disabled before reaching the limiting age. Proof of the disability must be submitted to Maritime Life as required.

You and your family must be insured under your provincial health care plan.

When is coverage effective and when does it terminate?

If you and your dependents are eligible, the effective date of your coverage will be as per the terms of your collective agreement. If you apply for coverage more than 31 days after you become eligible, you will be required to complete a health questionnaire and submit it to Maritime Life, at your expense.

If you are away from work due to illness or injury on the date you would become eligible for coverage or the date of any increase in your coverage, coverage will be effective on the date you return to work for one full day. If your dependent is confined to a hospital on the date coverage would otherwise begin, the coverage will begin when the dependent is no longer hospitalized.

Coverage for you and your dependents may be continued for all benefits (except long term disability) if you are away from work due to illness, injury, or pregnancy or parental leave but not beyond age **65** (or for up to **12**

months if you are age **64** or older and eligible for coverage); or temporary lay-off or leave but not beyond the end of the month following the month in which your absence began. Long term disability coverage may be continued if you are away from work due to illness or injury for up to **12** months, but not beyond age **65**; for members on statutory pregnancy or parental leave, coverage shall continue for the full period of such leaves, but not beyond age **65**; otherwise, coverage will terminate as of the last full day of active work. Any continuation of coverage is at your employer's option and is subject to premium payment.

Coverage for you and your dependents will end when you retire, your employment terminates, you are no longer eligible, premiums are not being paid or this plan is cancelled, whichever is first.

If you should die while covered under this plan, your eligible dependents may continue to be covered for health and dental benefits (as long as premium payments are still made) until the date your dependents are no longer eligible, the date your spouse remarries (children will still be covered), 24 months after the date of your death, or the date this plan is cancelled, whichever is first.

If you are covered under two benefit plans...

The insurance industry **has** set guidelines for coordinating your health and dental benefits with another insurance program such as your spouse's plan. Coordination of benefits (COB) allows you to claim under both plans for up to a combined maximum of 100% of the covered expense. **For** instance, if your plan covers 80% of the cost of prescription **drugs**, the 20% not covered **may** be claimed under your spouse's plan (depending on their plan). Check that your spouse's plan provides health and dental benefits for your family and allows for coordination of benefits.

Claims for dependent children are submitted first to the plan that covers the spouse whose birthday falls earliest in the calendar year. Any part of the claim not covered under the 'first' plan can then be submitted to the other spouse's plan. In other words, if your birthday falls in January and your spouse's birthday is in March, you should submit your children's claims to your plan first. Proof of payment under your benefit plan, along with copies of any expense receipts should then be sent to your spouse's plan for reimbursement of the balance (if the expense is covered under their plan).

Health Care Benefits

Your provincial health insurance plan provides basic health benefits such as hospital ward accommodation, fees for physicians and other hospital practitioners, and any drugs or blood products you may need during your hospital stay.

Your group plan is designed to cover many additional medical expenses on a reasonable and customary basis for you and your family (for an illness, for an injury that is non-occupational, or for pregnancy), over and above coverage provided by your provincial plan. Your plan pays **100%** of eligible expenses unless otherwise noted, subject to benefit **maximums** shown below.

Your plan covers:	Your plan pays:	Subject to deductible:	Maximum your plan pays:
Drugs prescribed by a licensed doctor (M.D.) or dentist and dispensed by a registered pharmacist that regardless of their legal status are not normally obtainable except by such prescription	90%	N/A	Viagra - \$400 per calendar year Fertility Drugs - \$6,000 per lifetime Smoking Cessation Aids - \$125 per lifetime
Durable medical equipment and supplies if recommended by your doctor (M.D.) (includes wheelchair repairs)	100%	N/A	Reasonable and customary charges
Home nursing care (R.N., C.N.A., R.N.A., R.P.N., L.P.N., L.N.A., or V.O.N.)	100%	N/A	\$10,000 every 36 months
Hearing care (hearing aid, not batteries)	100%	N/A	\$400 every five years
Vision care (frames and lenses or contacts, not sunglasses or safety glasses)	100%	N/A	\$225 every 24 consecutive months (12 months if under age 18)
Foot care (if recommended by a doctor (M.D.) or podiatrist) <ul style="list-style-type: none"> orthopaedic shoes arch supports, molds or orthotic devices 	00%	N/A	\$250 per calendar year \$300 every 2 calendar years (each calendar year if under age 18)
Ambulance (includes air or rail)	00%	N/A	Not applicable
Hospital (within your home province)	00%	N/A	Room limit: semi-private
Out-of-province/country <ul style="list-style-type: none"> emergency care on referral (for care not available in Canada) 	100%	N/A	Maximum: \$1,000,000 per lifetime Hospital room limit: average semi-private for up to 14 days unless you cannot be moved Hospital room limit: \$100 per day for up to 60 days
Convalescent/rehabilitation hospital	100%	N/A	Room limit: semi-private Maximum: 120 days per disability
Chiropractor, osteopath, naturopath, psychologist, speech therapist, physiotherapist, masseur	100%	N/A	\$300 per calendar year, per type of practitioner
Podiatrist and chiropodist	100%	N/A	\$300 combined per calendar year
Dental care due to accidental injury only (see dental benefits for routine dental care)	100%	N/A	Not applicable
Diagnostic laboratory and x-ray expenses	100%	N/A	Not applicable

Health Care Benefits

(continued)

Emergency Travel Assistance

You are entitled to Maritime Life's Emergency Travel Assistance program provided through World Access Canada Inc. Refer to your Maritime Life Emergency Travel Assistance flyer for a description of the benefits covered.

If you are travelling out of Canada and require emergency hospitalization, be sure to present your Maritime Life Emergency Travel Assistance ID card to the hospital. Failure to do so may result in payment of a lesser benefit amount.

Be sure to carry both your Emergency Travel Assistance flyer and ID card with you when you travel.

Your plan does not cover:

- expenses where payment is legally prohibited
- charges for care, services or supplies that are covered under your provincial plan or under Workers' Compensation
- medical equipment or supplies that may also be used for non-medical reasons and items for personal comfort, convenience, exercise, safety, self-help, or environmental control
- expenses that you would not have been charged for if you weren't covered under this plan
- expenses resulting from or contributed to by war (declared or not), insurrection, rebellion, or participation in a riot or civil commotion; purposely self-inflicted **injury**; or commission of, or attempt to commit, an assault or a criminal offense

Dental Care Benefits

Provincial plans generally do not cover dental care expenses. Your group plan covers necessary dental services due to non-occupational disease or injury. The plan pays 100% for routine care, 50% for major procedures (crowns, bridgework, and dentures) and 50% for orthodontics (subject to benefit maximums shown

below). Coverage is based on the current year's Dental Association fee guide for general dental practitioners for the province in which you incurred the expense, or the province in which you live if you incur the expense outside Canada.

Your plan covers:	Your plan pays:	Subject to deductible:	Maximum your plan pays:
<p>Routine Care</p> <ul style="list-style-type: none"> • one oral exam (including cleaning of teeth and bitewing x-rays) every 6 months e fluoride (where necessary for maintenance of sound dental health) e x-rays e pre-fabricated full-coverage restorations for primary teeth e fillings (not gold; amalgam fillings only on molars) e extractions, and oral surgery • endodontic treatment (including root canals) • anaesthesia and its administration • antibiotic drug injections • scaling and root planing, up to combined 10 units per calendar year (one unit every 6 months for children under age 13) • occlusal equilibration, up to 8 units per calendar year • occlusal guards in connection with periodontal treatment or bruxism e other periodontal treatment for bone and <i>gum</i> diseases • repair/recementing of crowns, inlays, bridgework e repair, relining, or rebasing of dentures 	100%	N/A	\$1,500 per calendar year
<p>Dentures</p> <ul style="list-style-type: none"> • the first installation, including adjustments, of a partial or full denture • replacement of a denture (if it is at least 5 years old and not serviceable) • replacement of a temporary denture within one year of its installation • addition of teeth to an existing partial denture • denture adjustments that occur more than 3 months after the denture is installed 	50%	N/A	\$1,500 per calendar year Combined with Crowns & Bridgework
<p>Crowns and Bridgework</p> <ul style="list-style-type: none"> • inlays, onlays, gold fillings, crowns • initial bridgework and replacement of bridgework (if it is at least 5 years old and not serviceable) 	50%	N/A	Combined with Dentures
<p>Orthodontics</p> <ul style="list-style-type: none"> • charges for dependent children under age 21 for diagnostic procedures, therapy and appliances and correction of malocclusion 	50%	N/A	\$2,000 per lifetime

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Dental Care Benefits

(continued)

Your plan does not cover:

- cosmetic dental care or white fillings on molars
 - consultations, completion of claims forms, or broken appointments
 - dental care covered under a medical benefit plan
 - expenses that you would not have been charged for if you weren't covered under **this** plan
 - prefabricated full coverage restorations for permanent teeth
 - oral hygiene instruction or nutritional counselling
 - replacement of a lost or stolen denture
 - protective athletic appliances
 - dentures, crowns or bridgework that were ordered while you were not covered for dental benefits
 - dentures, crowns or bridgework that are installed or delivered after this benefit is discontinued
 - dentures, crowns or bridgework that are installed or delivered more than 31 days after your coverage terminates for any other reason
- a full mouth reconstruction, a vertical dimension correction, or diagnosis or treatment of temporomandibular joint dysfunction (TMJ)

Important

Dentures or bridgework must be replacing one or more natural teeth extracted while you were covered under your current Employer's group dental plan.

Scaling and cleaning of teeth may be done by a licensed dental hygienist. Installation, adjustment, repair, relining or rebasing of dentures may be done by a dentist, denture therapist, technician or mechanic, who is registered and practising within the scope of their license.

The plan will pay up to the least expensive service or supply that produces an adequate result. If you expect to pay over \$300 for a course of treatment, you should submit a predetermination (expense estimate) to Maritime Life for approval prior to the start of treatment. Any x-rays submitted will be promptly returned to your dentist.

Weekly Disability

Your weekly disability plan helps protect your income if you are unable to work for a short period of time due to accidental injury or illness as determined by Maritime Life.

Weekly disability payments may start from the first day you miss work due to a qualifying injury or after you have been away from work for three days due to a qualifying illness. This three-day waiting period may not apply if you are hospitalized for at least 18 hours or undergoing pre-scheduled outpatient surgery. (The waiting period is based on a five-day work week excluding weekends.)

Weekly disability benefit payments are calculated as 70% of your average weekly earnings up to a benefit maximum of **\$1,200** per week.

Provided you continue to be disabled as determined by Maritime Life, you may receive benefits for up to **26** weeks for one period of disability.

Benefits are not paid for:

- any day you do any kind of work for pay or profit
- a disability for which benefits are payable under the Quebec Automobile Insurance Act or Workers' Compensation law
- a disability during maternity or parental leave
- a disability resulting from, or contributed to by, a purposely self-inflicted injury; war, insurrection, rebellion, riot or civil commotion; or your commission of, or attempt to commit, an assault or criminal offense

Important You must be seen and treated by your doctor (M.D.) in order for benefit payments to begin. For benefits to continue for the benefit duration, you must continue to be disabled and under the ongoing care of your doctor (M.D.).

Additional medical information shall be required from time to time. You should ask your doctor (M.D.) to provide detailed information on a timely basis to ensure no disruption in your benefit payment. **As** well, you may be required to report for a medical examination, as often as is reasonable, by a doctor (M.D.) of Maritime Life's choice. Failure to report for a medical examination may result in termination of your benefit payments.

A new waiting period and benefit duration will start if you return to work for two weeks before becoming disabled again due to the same cause, or you return to work for one full day and then become disabled due to a different cause.

If your injury is due to a cause for which you **may** file a lawsuit, you will be required to complete a Reimbursement Agreement. If payment is received by you for lost income or medical or dental expenses, Maritime Life will be entitled to reimbursement **and** reduction of benefit payments made to you.

Long Term Disability

Your long term disability plan is designed to provide you with income protection if you become totally disabled while covered and as determined by Maritime Life, and are not able to return **to** work for a lengthy period of time. You must be away from work for at least **26** weeks before benefits may begin. This is called the waiting period.

Long term disability benefit payments would be calculated **as** follows: 66.67% of your monthly earnings, up to a maximum monthly benefit payment of **\$8,000**, less offsets.

Benefit Offsets

Your LTD benefit payment will be reduced by income payable:

- from any job (except under a rehabilitation or partial disability program); or
- because you qualify for benefits through any government plan, such as, the Canada/Quebec Pension Plans (CPP/QPP) including dependent benefits, Workers' Compensation, or any auto insurance act; and

by any amount necessary to limit to 85% of pre-disability monthly earnings, the income payable:

- as a Long Term Disability Benefit;
- from all of the sources mentioned above; and
- under any other group coverage, pension or other arrangement for members of a group.

In order to receive benefits, you must be totally disabled and be seen and treated by a doctor (M.D.), and meet the claim requirements. Totally disabled means that solely because of illness or accidental bodily injury, you are unable to work at your **own** occupation during the waiting period and for the next **24** months. Thereafter, you must be unable to work at any occupation for which you are, or may become, qualified by education, training, or experience. To qualify you must be residing in Canada (unless you have received prior approval from Maritime Life to reside outside Canada).

You may continue to receive benefits as long as you are totally disabled and under the care of a doctor (M.D.) until you reach age **65**. If your disability benefit plan terminates while you are still totally disabled, your benefit payments may continue **so** long **as** you remain totally disabled, but not beyond the age limitation.

Your benefit payments may be terminated if:

- you do not provide proof that you continue to be totally disabled
- you do not undergo a medical examination as required by a licensed doctor (M.D.) of Maritime Life's choice
- you are not receiving accepted standard professional treatment for your condition
- you refuse to participate in a rehabilitation program recommended by Maritime Life
- you do not complete or refuse to follow the terms of the Reimbursement Agreement

Benefits are not paid for:

- a disability, occurring during the first 12 months you are covered, that is due to an injury or illness for which you received treatment, consultation, care, or took prescribed drugs during the 90-day period before you became covered
- disabilities resulting from war, insurrection, rebellion, riot or civil commotion; purposely self-inflicted injury; or your commission of, or attempt to commit, an assault or criminal offense
- alcohol or drug abuse unless you are receiving appropriate professional treatment for the condition
- a period of maternity or parental leave

You will not have to serve a second waiting period, if you return to work for less than six months (two weeks during the waiting period) and become totally disabled again due to the same cause.

If you recover ~~from~~ your disability sufficiently to work part-time or full-time, you will be required to participate in a rehabilitation program or a similar program. Contact your benefits administrator for details.

If your injury is due to a cause for which you may file a lawsuit, you will be required to complete a Reimbursement Agreement. If payment is received by you for past or future lost income, medical, or dental expenses, Maritime Life will be entitled to reimbursement and reduction of benefit payments made to you.

No premium is required for this Benefit during a period for which you are entitled to receive benefit payments.

Life Insurance

Life insurance provides financial protection for survivors in the event of the insured's death. If you die while covered and the claim requirements are met, your life insurance benefit would be paid to the beneficiary you have named. You are the beneficiary if your spouse or dependent child should die while covered.

Basic Life Insurance

Member 2 times your annual earnings rounded up to the next \$1,000, to a maximum of \$500,000

Your member life insurance amount will reduce by 50% on your 65th birthday. Life insurance coverage ceases when you turn 70 or upon your retirement, if earlier.

Optional Life Insurance

Member Units of \$10,000 to a maximum of \$200,000

Spouse Units of \$10,000 to a maximum of 50% of the member's optional amount

Dependent child(ren) Units of \$5,000 to a maximum of \$20,000 (for each child)

The amount of member basic life insurance plus the amount of optional life insurance must not be more than \$500,000. You and your spouse must complete and return a health questionnaire if you choose any amount of optional life insurance and may have to submit medical evidence satisfactory to Maritime Life, in order to be insured for any optional amount of life, including any increase. Optional life coverage will terminate when you or your spouse attain age 65, or prior retirement, or when your membership in the plan terminates, if earlier.

Important If death results directly or indirectly from suicide or purposefully self-inflicted injury (whether sane or insane), no amount will be paid for any optional life insurance coverage that has been in force for less than two years.

If you become totally and permanently disabled while covered for life insurance and continue to be disabled for 6 months, you may qualify to have your life insurance coverage continue free of charge until your 65th birthday. In order to apply you must submit proof of your total and permanent disability within one year of your last day at work. Maritime Life shall determine eligibility. Upon approval you may be required to submit proof of your continuing total and permanent disability as required by Maritime Life.

If your life insurance terminates on or before your 65th birthday, you may be eligible to convert the amount of member coverage and/or spousal coverage to individual life insurance policies, without having to submit a health questionnaire or undergo a medical examination. Written application must be made to Maritime Life within 31 days of the date your life insurance terminates. If you or your spouse dies within 31 days of the date life insurance terminates, an insurance benefit will be paid even if you did not apply for conversion. The benefit will be the amount of life insurance you could have converted if you had applied.

If you would like to change the beneficiary for your member life insurance, contact your benefits administrator.

Living Benefit: If you are certain to die within **12** months, you may be eligible for a Living Benefit (an advance on the Life insurance claim). If you wish to apply, your employer will advise you of the necessary application requirements.

Accidental Death and Dismemberment Insurance

If you die or are severely injured in an accident, while covered and the claim requirements are met, your accidental death and dismemberment insurance (AD&D) will pay a benefit to you (in the case of injury) or your beneficiary (in the case of your death).

The AD&D benefit is the same amount as the amount of member basic life insurance benefit.

Your AD&D insurance provides different levels of coverage, depending on the circumstances. For example,

For loss of (or permanent loss of use of):	your plan would pay:
Life, both hands or feet, both arms or legs, sight of both eyes, speech and hearing	100%
One arm or leg	75%
Sight of one eye, hand or foot, speech or hearing	66 2/3%
Thumb and index finger, four fingers of one hand	33 1/3%
Hearing in one ear	16 2/3%
All toes of one foot	12 1/2%

The maximum that would be paid for all losses sustained in any one accident is 100% of the benefit. However, a benefit of **200%** of the coverage amount is provided for quadriplegia (total paralysis of arms and legs), paraplegia (total paralysis of legs), or hemiplegia (total paralysis of one arm and one leg on the same side of the body).

Benefits will not be paid: if the loss is the result of war, suicide, self-inflicted injury, service in the armed forces of any country, travelling in any kind of aircraft as a pilot or part of the crew, or flying in any aircraft owned or operated by the employer.

Any benefit payable may be increased by 10% if the loss was sustained in an automobile accident in which the insured was wearing a properly fastened seat belt.

Benefits are also available for transportation of a family member **to** you if you are hospitalized after **an** accident, rehabilitation for injuries sustained in **an** accident, day care for dependent children if you die in **an** accident, alterations of your home or vehicle to accommodate disabilities sustained in an accident, and repatriation of your body. Contact your benefits administrator for details.

Loss due to exposure to the elements as a result of accident is covered.

If an insured person disappears due to the accidental disappearance, wrecking, or sinking of the conveyance in which they were riding, accidental death will be presumed if there is no evidence within one year that the person is still alive.

While premiums are waived under the Member Life Insurance Disability Provision, your Accidental Death and Dismemberment Benefit will also be continued without payment of premium while the Accidental Death and Dismemberment benefit is in force, but not beyond age **65**.

Medical Information Bureau (MIB)

MIB Group, Inc. (MIB) is a non-profit membership organization of life insurance companies, which operates an information exchange on behalf of its members.

Maritime Life or its reinsurers may periodically report information to the MIB. If you apply to receive life, disability or health insurance coverage from another MIB member company or submit a claim for benefits to such a company, the MIB upon request will supply the other insurer with the information on file.

Maritime Life or its reinsurers may also release information in its file to other life and health insurance companies to whom you may apply for insurance or submit a claim for benefits. All information obtained will be treated as confidential.

Upon your request, the MIB will arrange disclosure of any information it **may** have in your file. If you question the accuracy of information in the MIB file, you may contact the MIB and seek a correction. Their address is: MIB, **330** University Ave., Suite 501, Toronto, Ontario, M5G **1R7**. Tel: **(416) 597-0590**.

Making a Claim

Health and dental claim forms are available from your benefits administrator. Send your completed and signed claims forms directly to Maritime Life. Be sure all original receipts and other documents regarding your claim are attached. Always keep a copy of all the documents you submit with your claim for your personal records.

You may request that all or part of your health or dental reimbursement be paid directly to the person or hospital providing the service or item. The request must be in writing (there is a space on standard claim forms), and it is subject to Maritime Life's approval.

Your drug plan is pay-direct meaning that when you purchase a drug, you present your MaritimeScript drug identification card at the pharmacy and pay the drug co-payment. The remainder of the claim will be settled between the pharmacy and Maritime Life. The pharmacy must be a "participating provider" in Maritime Life's pharmacy provider network.

To claim for weekly disability, long term disability, life insurance, and accidental death and dismemberment benefits, obtain claim forms from your benefits administrator and submit your claims according to their directions.

Time limits for submitting claims are as follows:

- 6 months from the start of disability, for the member weekly disability benefit;
- 6 months from the end of the waiting period, for the member long term disability benefit;
- 6 months from the date of the loss, for life insurance and accidental death and dismemberment benefits;

- 12 months from the date the member ceases active work because of total and permanent disability under the disability provisions for life insurance benefits; and
- 18 months from the date the expense was incurred but not more than 6 months from the date your insurance terminates, for health care and dental care benefits.

Claims outside these time limits will not be considered for benefit payment.

Legal action to recover benefits under this plan must begin within 2 years (6 years for life insurance) of the date of loss.

Call Maritime Life when you have questions

From time to time you are going to have questions about your **health and dental claims and coverage**. We here at Maritime Life are part of your team, and we want you to know that we're here when you need us. We can be reached from 8:00 am to 6:00 pm (local time), Monday to Friday, by calling:

**416-687-5005 (Toronto local callers) or
1-877-466-1577 (long distance callers)**

If our customer inquiry representatives are not immediately available you can leave them a message, and they will return your call within two hours or at the start of business the following day.

Remember, you will need your contract number and your identification number when you call.

Send your health and dental claims to:

Maritime Life
P. O. Box 4607
Station A
Toronto, Ontario
M5W 4Z3

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