



Canadian Mental
Health Association

Mental health for all



COLLECTIVE AGREEMENT

Between

**CANADIAN MENTAL HEALTH ASSOCIATION
WINDSOR-ESSEX COUNTY BRANCH**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3740**

Effective October 1, 2022

MEMORANDUM OF AGREEMENT

BETWEEN:

**CANADIAN MENTAL HEALTH ASSOCIATION
WINDSOR-ESSEX COUNTY BRANCH**

(the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3740

(the "Union")

WHEREAS the Employer and the Union are party to a collective agreement that expired on September 30, 2022;

AND WHEREAS the parties have negotiated the attached Memorandum of Agreement as a renewal of said Collective Agreement;

NOW THEREFORE, the parties hereby agree as follows:

1. The attached Articles constitute the complete package of amendments to the Collective Agreement between the parties. Except as amended herein, the terms and conditions of the previous collective agreement will form part of the amended agreement.
2. The following wage increases shall be paid:
 - a) Effective October 1, 2022 – 1%
 - b) Effective April 1, 2023 – 3.5%
 - c) Effective April 1, 2024 – 2%
 - d) Effective April 1, 2025 – 2%
3. The Employer shall issue all retroactive wages arising from the increases noted at paragraph 2 above within thirty (30) days of the later of ratification by the Union or the Board of Directors.
4. The parties hereby agree to unanimously recommend this agreement to their respective principals for ratification.
5. Except as otherwise provided, this Agreement shall be effective on the date of ratification and shall expire on March 31, 2026.

DATED this 14th day of November 2023

FOR THE EMPLOYER

R. Conner

[Signature]

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]

[Signature]

[Signature]

[Signature]

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ARTICLE 1 – PURPOSE OF AGREEMENT

The Canadian Mental Health Association, Windsor-Essex County Branch, in partnership with the community, aspires to enhance and promote the optimum mental health of all persons and support the resilience and recovery of people experiencing mental illness in our community through education, prevention, advocacy and services.

1.01 To this end, it is the purpose of both parties to the Agreement:

- (a) To improve relations between the Employer and the Union and provide fair and consistent treatment for all employees.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, etc.
- (c) To provide working conditions that result in effective achievement of program objectives, staff development and growth.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- (e) To promote and maintain harmonious relations between the Employer and the members of the Union.

ARTICLE 2 – RECOGNITION AND REPRESENTATION

2.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of the Canadian Mental Health Association, Windsor-Essex County Branch, save and except persons engaged as the Vocational Maintenance Workers, Nurse Practitioners, licensed Psychologists, Medical Doctor (including, but not limited to, Psychiatrist), Executive Assistant, Administrative Assistant, Human Resources staff, Fund Development Officer, Information/Technology Services staff, Integrated Financial Analyst, Supervisors and persons above the rank of Supervisor.

2.02 Persons whose jobs are not in the bargaining unit shall not regularly perform work of the bargaining unit except in cases of emergency, for short term replacement(s) not exceeding four (4) weeks and to provide coverage for breaks where a member of the bargaining unit is not available.

VOLUNTEERS

2.03 Both the Employer and the Union recognize that volunteers and students can and may perform a useful function in assisting the Employer in meeting its objective.

- (a) Volunteers and students are exempt from Article 2.01 (Recognition) and shall not be paid by the Employer. Any students must follow their preceptor's role direction and engage in the various duties of their preceptor, so as to not fill a role or regular duties that would otherwise be performed by employees.
- (b) The Employer agrees that no employee or job title shall be replaced either temporarily or permanently with a volunteer worker(s) or student(s). Any students must follow their preceptor's role direction and engage in the various duties of their preceptor, as to not fill a role or regular duties that would otherwise be performed by employees.

- (c) The Employer shall submit to the Union, at three (3) month intervals, the number of volunteers and the number of volunteer hours performed.

DEFINITIONS OF EMPLOYEES

2.04 No employee may fall under more than one of the following definitions of employee, with the exception of permanent employees who may be employed in a temporary or casual position or assignment.

- (a) Regular full time:

An employee who regularly works the hours of work as described in this Agreement under Article 17.01.

- (b) Regular full time reduced hours:

An employee who would regularly work the hours of work described in Article 17.01, but through mutual agreement between all parties, has agreed to a reduction in hours for a specified time period and who receives all benefits provided for under this Agreement on a pro-rata basis.

- (c) Regular part time:

An employee who is regularly scheduled to work less than thirty-five (35) hours per week, no more than seven (7) hours per day, inclusive of employees in job share.

- (d) Temporary Employee:

An employee hired for a specific project or work assignment of a temporary nature of no less than three (3) months and up to eighteen (18) months, unless an extension is mutually agreed to by the Employer and the Union. The employee shall continue to be a temporary employee during any such period of extension.

Alternatively, a temporary employee is a person hired to replace regular employees who are absent due to illness, injury, leave of absence or for vacation relief.

The hiring of a temporary employee shall not result in the layoff or in the reduction in the hours of any regular employee, nor shall any regular employee's position be declared redundant while such temporary employees are employed in that job title. The only provisions of this Agreement that apply to Temporary Employees shall be:

Article 2.04(d)

Articles 14.01(a) and (b)

Article 15 – Promotions and Staff Changes

Article 17 – Hours of Work

Article 18 – Overtime

Article 19 – Paid Holidays (provided the employee otherwise qualifies pursuant to the Employment Standards Act)

Articles 22.04(a), (b) and (d)

Article 31 – Automobile Allowance

Wages

Temporary employees shall receive sick leave and vacation at the rate of 0.833 sick/vacation days for each full month worked. All other terms of employment shall be governed by the *Employment Standards Act*.

When a temporary employee is the successful applicant for a regular position, the employee's seniority will begin from the original date of hire provided there has been no break in employment exceeding thirty (30) calendar days. The employee shall be required to serve the normal probationary period.

(e) Casual Employees

An employee with no regular schedule who is called in on an as needed basis except for those casual employees who work in the Safe Beds Program. Casual employees who work in the Safe Beds Program are required to work a minimum of three (3) shifts in a twelve (12) week period.

A casual employee has the right to accept or refuse a call. The only provisions that apply to Casual Employees are:

2.04(e)
14.01(c)
15.10
17.12

(f) Short-Term Employees

An employee who is awarded a temporary vacancy not to exceed three (3) months. Short-term employees who have worked at least 400 hours shall also be entitled to bereavement leave as provided for in Article 22.04 on a pro-rated basis.

Short-term employees who have achieved the equivalent of one (1) year of seniority shall be entitled to earn sick leave credits in accordance with Article 21.01(b).

Article 14.01(c) shall also apply.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive function of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities, to direct its work force and, without limiting the generality of the foregoing to:

- (a) Maintain order, discipline, efficiency and safety;
- (b) Hire, classify, transfer, assign to shifts, promote, layoff, and recall employees;
- (c) Suspend, discharge, demote and otherwise discipline probationary employees;
- (d) Suspend, discharge, demote and otherwise discipline non-probationary employees for cause;
- (e) Make, alter and enforce from time to time rules and regulations to be observed. The Employer will supply each employee from time to time with an up-to-date copy of the rules and regulations;

- (f) Schedule, assign, and allocate work;
- (g) Establish, modify, combine or abolish job titles and create, modify, eliminate or discontinue any job in whole or in part;
- (h) Establish and administer tests for the purpose of assisting the Employer in determining an employee's qualifications;
- (i) Require medical examination or documentation for the purpose of ensuring an employee's suitability and ability to perform the functions of his/her job;
- (j) To perform its management functions, in accordance with the terms and conditions within the Collective Agreement, subject to the right of an employee to lodge a grievance as set forth herein.

3.02 Without restricting or limiting the generality of the provisions of this Article, the Employer shall retain all management rights and functions not inconsistent with the express provisions of the Agreement and shall retain all rights and functions not otherwise specifically covered in this Agreement.

ARTICLE 4 – NO DISCRIMINATION, HARASSMENT OR WORKPLACE VIOLENCE

- 4.01 The parties agree that no employee shall in any manner be discriminated against, nor shall he be coerced, restrained or influenced on account of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization.
- 4.02 There shall be no discrimination, harassment or workplace violence by the Employer, the Union or any employee or any agent of the Employer (i.e. students, volunteers, contractors). In this regard, the Employer, Union and all employees agree to comply with current Human Rights and Occupational Health and Safety legislation.
- 4.03 The Employer and the Union will co-operate in the return to work process for employees returning to work and requiring "accommodation" as prescribed in the provisions of the Ontario *Human Rights Code*.

ARTICLE 5 – EMPLOYMENT ACCOMMODATION

- 5.01 The Employer and Union agree to support the principle of prompt and safe rehabilitation and return to work, or continuation of work of an employee who sustains an injury or illness or has medical limitations either arising out of and in the course of employment or outside the workplace that has resulted in restrictions or limitations for the affected employee. In these situations, the following process will apply:
 - (a) The employee's treating registered practitioner shall provide the employee's Supervisor or Human Resources with a note outlining the employee's abilities and restrictions, and if possible, the expected duration of the restrictions and an estimate as to when the employee's return to her previous position can be expected. Any costs associated with the note will be reimbursed by the Employer.
 - (b) Every effort will be made to modify the employee's current position to accommodate the employee's restrictions. This includes adjusting the duties and responsibilities and/or hours of work and/or any other adjustments required in order to satisfy the Employer's

duty to accommodate under either or both of the *Human Rights Code* and the *Workplace Safety and Insurance Act*.

- (c) Where the employee's current position cannot be modified, other available positions within the bargaining unit will be considered first and if there are no other positions, other positions within the organization will be considered provided the employee has the required skill, ability and qualifications to perform the duties and responsibilities required of the position.
- (d) The Union and the Employer shall work together in the return to work and accommodation process. A Union Representative, who may be specialized in the area of WSIB, will be in attendance at all meetings scheduled between the Employer and the affected employee with respect to their return to work and accommodation, except where the affected employee waives their right to have Union Representation present in writing. The Employer shall notify the employee and Union President or designate of the date of the meeting with not less than five (5) working days' notice, where possible.

5.02 The parties agree to respect confidentiality of information and documentation provided for their consideration, including documentation obtained through the employee's treating physician, insurance carrier, vocational rehabilitation services, adjudication services and the Workplace Safety and Insurance Board.

5.03 In the event the process outlined in Article 5.01 is unsuccessful, a committee comprised of equal participants from the Employer and Union shall be convened to address any accommodation issues.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Within one month of the signing of this Agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) calendar days of employment.

6.02 The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. The Union shall notify the Employer in writing of any changes to the dues, initiation fees or assessments ten (10) days prior to the effective change.

6.03 Deductions shall be forwarded in one cheque to the National Secretary Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, classification and sex of the employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the Secretary Treasurer of the Local.

6.04 The Employer shall list the amount of union dues deducted from each employee on the employee's annual T4 slip.

6.05 The Union shall indemnify the Employer and save it harmless against any and all suits, claims, demands or other forms of liability arising out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE 7 – UNION ORIENTATION

- 7.01 The Employer shall notify the Union President or designate within thirty (30) calendar days of a new hire, so that they may schedule a mutually agreeable time during regularly scheduled working hours to meet with the new employee. The Union President or designate shall have fifteen (15) minutes with each new employee. Where more than one employee has been hired, the Union President or designate shall meet with the new employees at once.

ARTICLE 8 – CORRESPONDENCE

- 8.01 Unless otherwise specified in the Agreement, all correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Executive Officer, or designate, and President of the Local, or designate.
- 8.02 The Employer agrees to notify the Union President in writing each month of all promotions, demotions, hiring, layoffs, recalls, and reassignments in excess of one (1) month, resignations or terminations of employment of bargaining unit employees. The Employer is to notify the President or designate in writing, forty-eight (48) hours prior to the formal announcement regarding the above notification. The President or designate may request an extension of the notification period for further discussion which will not be unreasonably withheld. The Bargaining Unit President may waive this forty-eight (48) hour notice period.
- 8.03 The Employer shall provide the Union with a copy of all off-duty employment agreements.

ARTICLE 9 – LABOUR-MANAGEMENT RELATIONS COMMITTEE

- 9.01 (a) It is agreed by the Union and the Employer that a Labour-Management Relations Committee be established for the purpose of an interchange of ideas and information on matters of mutual interest and concern. It is understood that such matters shall first be discussed directly between the employee and/or Union and Manager in an effort to resolve them before referring them to the Labour-Management Relations Committee for discussion. Matters that have not been discussed with the Manager will be referred back to the Manager to address.
- (b) Membership for each of the parties is not to number more than three (3). Of the three (3) Union committee members there may, at times, be one (1) alternate who would be chosen from among the eight (8) recognized Union representatives. The number of persons may be expanded provided forty-eight (48) hours' notice is given prior to the meeting and by mutual agreement of the parties.
- (c) The parties will meet bi-monthly on the last Monday of the respective month, or more frequently as required. An agenda is to be submitted to either party five (5) working days in advance of each meeting. Employees shall not suffer any loss of pay for time spent at each meeting.
- (d) The parties agree that the purpose of the Labour-Management Relations Committee is to promote harmonious relations and provide, to the extent possible, free and open discussion about ongoing operational and administrative change and development as it relates to all employees. Requests for background information regarding agenda items will be acknowledged in written form and provided within five (5) working days of the request. The Employer will provide minutes of a meeting and any response will be provided in writing to all members of the Committee within ten (10) working days following the meeting.

ARTICLE 10 – UNION OFFICERS AND COMMITTEES

- 10.01 (a) The Union will inform the Employer in writing of the members of the Executive and Committee members that will be representing it on its behalf within three (3) business days of any changes.
- (b) A Bargaining Committee shall consist of not more than four (4) members. All time spent in negotiations up to and including conciliation shall be considered as time worked and no employee shall suffer any loss in benefits or pay. The Bargaining Committee shall have two (2) paid days for the purpose of preparing for bargaining. Should additional time be required by the Bargaining Committee to prepare, such time off will be granted subject to operational requirements and will not be unreasonably denied and the Union will reimburse the Agency for the total cost of wages and all benefits.
- (c) (i) The Employer will pay 100% of the wages and benefits of the Negotiating Committee members to attend up to seven (7) days of negotiations for the renewal of this Collective Agreement.
- (ii) The Employer will invoice the Union monthly for 100% reimbursement by the Union for the wages and benefits paid to such members for any days in excess of seven (7) days of negotiations for the renewal of this Collective Agreement. The Union will remit payment within fifteen (15) days of receiving the invoice from the Employer.
- (d) It is understood that a National Representative of the Canadian Union of Public Employees may attend any meeting of the Grievance Procedure or negotiations.
- 10.02 (a) The Union agrees that none of its officers, agents, representatives or members will engage in Union activities during working hours, except on breaks, including the lunch break, or as expressly authorized by the Employer.
- (b) The Employer shall recognize up to eight (8) Union Representatives selected by and from the bargaining unit. The Employer will not recognize any employees as Union Representatives until it has received written notice from the Union to this effect.
- (c) The Employer understands that the Union Representatives have a responsibility to assist employees in presenting and processing their grievances to the Employer or its representative. In this regard, the Employer shall provide Union Representatives with a maximum of three (3) hours per month for the purposes of assisting their members. This time shall not include any time spent attending meetings called by the Employer. The Union Representatives shall document all such time through QHR Net.
- (d) The Union understands and agrees that the Union Representatives are employed to perform full time work for the Employer and that they will not leave their work during working hours without obtaining permission to do so from the Employer.
- (e) No employee or Union Representative shall suffer any loss of wages or benefits during attendance at meetings with the Employer.
- 10.03 In order that the Union can properly maintain its records, the Employer shall provide the Union with the use of a locked filing cabinet on the Employer's premises to which only CUPE Executive have access. The Employer shall make available, free of charge, a meeting room on the Employer's premises, as needed, considering that other agency business would take priority for room reservation.

- 10.04 In order to allow as many employees to attend the General Membership Meeting as possible, the Employer shall do as follows:
- (a) The Employer will request volunteers to provide coverage for those employees who wish to attend.
 - (b) If there are an insufficient number of volunteers, the Employer will assign employees to provide coverage on a rotational basis.

The parties confirm that requests to attend the General Membership Meeting will only be denied to ensure operational requirements are met.

ARTICLE 11 – EMPLOYEE COMPLAINTS AND GRIEVANCES

11.01 It is the mutual desire of the Employer and the Union to resolve all complaints and grievances as quickly as possible.

11.02 The parties agree that reasonable efforts ought to be made to resolve complaints informally before resorting to the formal grievance procedure.

11.03 (a) Step 1

Any employee having a grievance which has not been settled under the preceding section of this Article shall have their Union Representative present their grievance in person or electronically to the appropriate Manager within five (5) working days after the circumstances giving rise to the grievance occurred. The Union Representative shall ensure a copy of the grievance is given to Human Resources as well. The Manager (or the Manager's designate) shall provide a written answer to the Union Representative within five (5) working days after receipt of the written grievance.

(b) Step 2

Any employee having a grievance which has not been settled under Step 1 shall have their Union Representative present the grievance in writing on the union grievance form, to the Chief Executive Officer or designate within five (5) working days after the day on which the Manager (or the Manager's designate) provides the written answer under Step 1 with a copy to Human Resources. The Chief Executive Officer (or the Chief Executive Officer's designate) shall hold a meeting within ten (10) working days. The Chief Executive Officer shall provide a final written response to the Union President or designate within ten (10) working days after the called meeting.

11.04 Notwithstanding the provisions of the preceding section of this Article, any grievance which alleges the improper discharge or suspension of an employee shall be commenced at Step 2 here-in-above set forth within five (5) working days after the employee is notified of the discharge or suspension. The discharge of an employee who has not completed the probationary period as defined in Article 14.03 shall not be the subject matter of any grievance or arbitration under this Agreement.

11.05 Any policy grievance by the Union shall commence at Step 2 of the grievance procedure within seven (7) working days after the occurrence of the circumstances giving rise to the grievance.

11.06 Any Employer grievance shall be presented in writing to the Union representative within five (5) working days after the occurrence of the circumstances giving rise to the grievance. The Union

representative shall provide a final written answer to the Chief Executive Officer within five (5) working days after receipt of the grievance.

- 11.07 The time limits specified in the grievance procedure may be altered upon the written agreement of the parties.
- 11.08 Either party, with the agreement of the other, may submit the grievance to Grievance Mediation at any time before the matter is heard at arbitration. The Union and the Employer will share the cost, if any, of the Mediator.

ARTICLE 12 – ARBITRATION

- 12.01 It is agreed that any grievance which has been properly processed through all the applicable steps of the grievance procedure set forth in this Agreement and which has not been settled or abandoned shall be referred to Arbitration if either of the parties to this Agreement presents a written notice of submission to arbitration to the other party within thirty (30) calendar days after receipt of the final written answer to the grievance.
- 12.02 If the parties have failed to agree upon an arbitrator within thirty (30) calendar days from the date on which written notice of submission to arbitration was presented, either party may request the Ontario Ministry of Labour to appoint an arbitrator.
- 12.03 The arbitrator shall not have any power or authority to alter, add to, subtract from, modify, or otherwise change any of the provisions of this Agreement, or to substitute any new provision for an existing provision or to make any decision inconsistent with the provisions of this Agreement.
- 12.04 The time limits specified in the arbitration procedure may be altered upon the written agreement of the parties.
- 12.05 The arbitrator shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 12.06 Each of the parties shall pay one-half (1/2) of the remuneration and expenses of the arbitrator.
- 12.07 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee or employees involved and any necessary witnesses. No grievor, Union Representative nor witness shall suffer any loss of wages or benefits for this purpose. At the arbitration, a Union Steward may attend with the President or Vice President, none of whom shall suffer any loss of wages or benefits.

ARTICLE 13 – DISCIPLINE PROCEDURE

- 13.01 Where a supervisor / manager intends to either initiate an investigation or impose discipline on an employee, the Employer shall so notify the employee and the Union President with a minimum of forty-eight (48) hours' notice, where possible, and advise the employee that they may have a Union Representative present at the time the investigation or discipline is imposed.

PERSONNEL RECORDS

- 13.02 (a) A copy of any completed evaluation shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add her comments. A copy of the final evaluation, which is to be placed in

the employee's file, will be provided to the employee. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.

- (b) Each employee shall have access to their complete file for the purpose of reviewing its contents upon making a written or e-mail request to Human Resources within one (1) working day.
- (c) Any letter of reprimand, suspension or other sanction will be removed from the record of the employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided such record has been discipline free for the eighteen (18) month period.
- (d) Any coaching letter or letter of counsel shall be removed from the employee's file eighteen (18) months from the date on which it was issued.

ARTICLE 14 – SENIORITY

CALCULATION OF SENIORITY

- 14.01 (a) Seniority for full-time employees is defined as the length of continuous service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority cannot exceed 1820 hours in one year.
- (b) Seniority for part-time employees shall be defined as the length of continuous service in the bargaining unit and shall be calculated on the basis of hours worked. Service shall be defined as the first date on which the employee performed work for the Employer for which they were paid, but shall not include periods during which the employee is on a leave of absence provided for in the *Employment Standards Act*. The seniority date of a part-time employee, when calculated, shall be deemed not to exceed the date of hire.
- (c) Seniority for casual and short-term employees shall be calculated on the basis of hours worked and shall be used for the purposes of eligibility for shifts.
- 14.02 The Employer shall maintain a seniority list showing the job grade for the position, job title and the date upon which each employee's service commenced. Where two or more employees commence work on the same day, the position will be awarded to the employee that signed their offer of acceptance first. If there are no offers of acceptance to compare, seniority will be determined based on the seniority list dated March 31, 2012. An updated seniority list shall be sent to the Union and added to the intranet in July of each year reflecting the seniority as of June 30th of the given year. The Union may post the seniority list on bulletin boards it deems necessary.

For a period of thirty (30) calendar days following the posting of the seniority list, employees will have the right to advise the Employer, in writing, of any errors or omissions on the seniority list. Thereafter, the seniority list will be deemed accurate. However, during any period of layoff, this Article shall not preclude any employee affected by the layoff from advising the Employer of any errors or omissions on the seniority list. Any disputes regarding an employee's seniority arising out of this process may be referred to arbitration in accordance with the arbitration provisions of the Collective Agreement.

In cases of lay-off, the Employer will provide an updated seniority list, which will be posted on the intranet not less than fifteen (15) working days prior to any layoffs and a copy will be provided to the affected employee during an Article 16 meeting.

However, in the event the Employer posts such a list in July as a result of a layoff, the list will not have to be redone and reposted at the end of that July. Such seniority list will be posted on the Employer's intranet. Every employee who is off on a leave for a period in excess of thirty (30) calendar days will have an updated seniority list mailed directly to the employee's home address on the Employer's file.

There will be two seniority lists:

- (i) Regular full time, regular part-time employees;
- (ii) Casual employees.

PROBATIONARY EMPLOYEES

- 14.03 (a) The Employer confirms that it will only utilize its right to place new hires on the wage grid higher than the start rate for difficult to recruit positions and shall notify the Union of any such decisions prior to implementation except where employees are being placed at Step 3 or higher. In these circumstances, the Employer will discuss the new hire's placement on the wage grid in advance of implementation. The Union will be provided with a copy of all acceptance letters.
- (b) The probationary period for regular full-time employees shall be six (6) months of active employment from the date of hire. The probationary period for regular part-time employees shall be 910 hours worked or one (1) year of the employee's active employment, whichever comes first.
- (c) A probationary employee may not apply for any other position during the probationary period except in the following four circumstances:
- (i) The posting is for a full-time position and the probationary employee is currently in a part-time position;
 - (ii) The posting is for a part-time position and the probationary employee is currently in a full-time position;
 - (iii) The posting is for a position that is a higher job grade than the position currently held by the probationary employee; or
 - (iv) The posting closes within two (2) weeks of the end of the employee's probationary period and the Manager has determined that the employee will successfully complete the probationary period.

Should the probationary employee be the successful applicant to the position, the probationary period will continue and not re-start.

(d) Any probationary employee who accepts another position in the bargaining unit during the probationary period in accordance with (c) above, must complete both the probationary period, from the date of hire, and the orientation period, from the date of acceptance to the new position, as described in Article 15.08. Prior to the end of this period, as described herein, the Employer shall meet with the employee to undertake at least one (1) formal performance review. If the probationary employee's performance is satisfactory, their supervisor/manager will confirm the end date of the probationary period in writing to the probationary employee. If the probationary employee's performance is not satisfactory, the employee must be terminated before, or at the end of, the probationary period.

- (e) The Chief Executive Officer or designate, on recommendation of the supervisor / manager, may authorize one (1) extension of the probationary period for any employee

for up to sixty (60) working days. If the Chief Executive Officer or designate so authorizes an extension, a formal performance review must be given during, or at the end of, the extended probationary period and the employee either confirmed in the position or terminated at the end of the extended period.

LOSS OF SENIORITY

14.04 The seniority rights of an employee shall cease and their employment shall be terminated for any of the following reasons:

- (a) If the employee quits their employment with the Employer;
- (b) If the employee retires;
- (c) If the employee is discharged and not reinstated through the grievance or arbitration procedures set forth in this Agreement;
- (d) If the employee is absent for three (3) consecutive working days without reasons satisfactory to the Employer, or without notifying the Employer and without furnishing reasons satisfactory to the Employer for failure to notify the Employer;
- (e) If the employee fails to return to work after layoff within five (5) working days after issuance of notice of recall by the Employer by personal contact or by registered letter delivered to the employee's last address shown on the records of the Employer;
- (f) If the employee is laid off for a period of twenty-four (24) months;
- (g) If the employee fails to report to work on the next day after the expiry of a leave of absence, vacation or suspension without furnishing a reason satisfactory to the Employer;
- (h) If the employee accepts other employment without the written agreement of the Employer while on leave of absence, such written agreement shall not be unreasonably withheld.

ACCUMULATION OF SENIORITY

14.05 Seniority shall be retained and accumulate when an employee is absent from work under the following conditions:

- (a) When on a leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
- (c) When on sick leave, short term disability or long-term disability to a maximum of 28 continuous months;
- (d) When in receipt of Workplace Safety and Insurance Board benefits for an injury sustained while in the employ of the Employer to a maximum of 28 months;
- (e) When on pregnancy or parental leave in accordance with the *Employment Standards Act*.

NON-ACCUMULATION OF SENIORITY

- 14.06 Seniority shall be retained but not accumulate when an employee is absent from work under the following conditions:
- (a) When on an approved leave of absence without pay, exceeding thirty (30) continuous calendar days;
 - (b) When in receipt of Workplace Safety and Insurance Board benefits under circumstances other than those mentioned in Article 14.05(d) above;
 - (c) When appointed, selected or promoted to a position outside the bargaining unit, as per Article 15.08.
- 14.07 Where an employee voluntarily resigns employment in the bargaining unit and the employee is re-employed by the Employer within one (1) year, the employee's service and seniority from the original date of hire shall be counted as unbroken, except that the period of non-employment in the bargaining unit shall not be accumulated. The employee will be expected to complete the probationary period on re-employment. The parties agree that such re-establishment of service and seniority shall only occur after the re-hiring has taken place.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

- 15.01 (a) When a permanent vacancy occurs within the bargaining unit described in Article 2 of this Agreement, the Employer will, if it decides to fill the vacancy, post notice of the vacancy at all work locations, including by email, for a period of at least ten (10) working days. If the Employer creates a new department, program, job title or role within the bargaining unit, notice thereof will be posted for at least ten (10) working days. Such postings are for the purpose of permitting any member of the bargaining unit to make application. At the time of posting, the Employer may seek both internal and external applicants. However, the Employer will not consider any external candidates unless it is determined that there are no internal applicants that possess the skill, ability, experience, knowledge, training and efficiency to satisfactorily perform the duties of the position.
- (b) When a temporary vacancy in excess of three (3) months occurs within the bargaining unit described in Article 2 of the Agreement, the Employer will, if it decides to fill the vacancy, post the vacancy electronically via email and on the intranet for a period of ten (10) working days. The Employer shall not be required to post more than the initial vacancy except in instances of pregnancy leaves where the initial and the first subsequent vacancy shall be posted.
- (c) When a permanent or temporary vacancy occurs, the Union President will be notified in writing, within ten (10) working days of the Employer's decision to post the position or not.
- (d) Notwithstanding the timelines provided for in (a) above, the Bargaining Unit President may consent to a reduction of the posting period of ten (10) days, but in no circumstances shall the posting period be less than five (5) days. Posting of five (5) days will only be to address exceptional circumstances as agreed to by the parties.
- 15.02 Such postings shall contain the following information: Job Title, Program Area (if applicable), Employment Status, Number of Vacancies, Program Position, Job Duties, Base Location,

Qualifications, Education, Knowledge and Skills, Hours of Work, Days of Work, Shift and/or On Call Requirements, Salary Range, Posting Reference Number, Job Grade and Closing Date.

- 15.03 (a) Employees applying for temporary vacancies/assignments as per Article 15.01(b) above must be available to work the entire period of the temporary vacancy and cannot apply for any other job posting that would result in them not working the entire period of the temporary vacancy/assignment (subject to any vacation or leaves of absence) except in the circumstances outlined in (b)(i) to (vi) below.
- (b) Employees applying for permanent vacancies, if successful, cannot apply for another posting for a twenty-four (24) month period except in the following six circumstances:
- (i) The posting is for a full-time position and the employee is currently in a part-time position;
 - (ii) The posting is for a part-time position and the employee is currently in a full-time position;
 - (iii) The posting is for a position that is a higher job grade than the position currently held by the employee;
 - (iv) The posting closes within two (2) weeks of the end of the employee's probationary period and the Manager has determined that the employee will successfully complete the probationary period;
 - (v) The hours of work are preferable such that the start time varies by a minimum of three (3) hours; or
 - (vi) The position is permanent and the applicant is in a temporary position.
- (c) The restrictions on applying for vacancies provided for in (a) and (b) above may be waived by mutual agreement of the parties in extenuating circumstances.

15.04 Notwithstanding Article 15.03, employees who receive paid training for positions, including certifications, in an amount of at least \$2,500, cannot post into another position within the organization for a period of eighteen (18) months after receiving this training.

- 15.05 (a) The Employer will consider the following factors in determining which, if any, of the applicants is to be awarded the posted positions:
- (i) the requirements of the posted position and the skill, ability, experience, knowledge, training, and efficiency of the applicant(s) to satisfactorily perform the requirements of the position; and
 - (ii) seniority.

Where the qualifications listed in paragraph (i) above are, in the judgement of the Employer, relatively equal as between two (2) or more applicants, seniority will govern.

- (b) With respect to internal movement between positions, the senior applicant will be awarded the position, without an interview, provided that the employee proves by submission of an updated resume that they have the required education, professional credentials (if required) and experience to perform the required work. The provisions of 15.05(a)(i) do not apply.

15.06 For applicants who do not meet the base educational requirements but have demonstrated experience in the position within the previous two (2) years, during which they performed the core duties of the position, an interview will be granted. Each applicant will then be assessed based on the factors in Article 15.05(a). These applicants will be asked a uniform set of verbal and/or written questions. All questions and corresponding answers in the interview process shall be documented.

Each applicant granted an interview shall, upon written request received by the Employer within ten (10) working days of determining the successful internal or external candidate, request a meeting with the Employer to understand why they were not awarded the position.

15.07 (a) In the event that no qualified candidates apply for a vacant position, the Employer has the right to assign the junior employee with the education and experience to perform the duties of the position pending completion of the recruitment process. Where the most junior employee cannot be reassigned due to program needs, the Employer will turn to the next most junior employee and move up the seniority list until a replacement is found.

(b) When there is a redeployment direction from the Province of Ontario, Article 15.07(a) will apply.

15.08 The successful applicant shall be allowed an orientation period of thirty (30) working days, during which time the suitability for continuing in the job will be assessed. During, or at the end of, the orientation period, the Supervisor/Manager will meet with the employee to discuss the employee's performance. If the employee's performance in the position proves to be suitable or satisfactory, as determined by the Employer, the supervisor/manager will confirm in writing the employee for the position. If the employee's performance in the position proves to be unsuitable or unsatisfactory, as determined by the Employer, they shall be returned to their former position, wage or salary rate, without loss of seniority. If the Employer determines that further assessment is required due to the particular nature of the job requirements, the employee may be given a further orientation period of thirty (30) working days, during or at the end of which the Supervisor/Manager will again meet with the employee to discuss their performance and then either be confirmed in the position or returned to their former position, wage or salary rate, without loss of seniority. If the employee is unable or unwilling to continue to perform the duties of the new position, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

15.09 The appointment, selection or promotion of any person to a position not subject to the provision of this Agreement is not covered by this Agreement. If an employee is appointed, selected or promoted with the employee's consent to a position which is not subject to the provisions of this Agreement and within twelve (12) months returns to a position within the bargaining unit described in Article 2 of this Agreement, such employee shall return to the bargaining unit with all of the seniority which that employee had at the time of their appointment, selection or promotion. If the employee does not return to the bargaining unit within twelve (12) months their seniority shall terminate. In the event that the employee returns or is returned to the bargaining unit within twelve (12) months, they shall be placed in their previous position. In that event, any other employee(s) affected shall be returned to their previous position(s). The twelve (12) month period may be extended upon mutual agreement of the parties.

15.10 Current mental health services employees as of March 10, 2016 may be awarded an opportunity to demonstrate their ability to perform the duties required in a position within the

same job grade that they have previously performed despite not having the required educational qualifications. This determination shall be made by way of an interview process pursuant to this Article. Where an applicant with lower seniority has the requisite educational qualifications for a position, they will not be awarded the position until the more senior applicant without the required educational qualifications has been given the opportunity to demonstrate their ability to perform the duties.

NOTE: This Article does not apply to positions that require a professional certification by an outside agency (i.e. Bereavement Counsellor – Children, MSW required by the Board of Education).

- 15.11 The Employer will call casual employees in order of seniority for the purpose of replacing an absent employee, provided the casual employee has the skill, ability, experience, knowledge, training and efficiency to satisfactorily perform the requirements of the position being replaced.
- 15.12 (a) Upon transfer to a higher ranking position within the bargaining unit, whether temporary or permanent or if an employee assumes the responsibility of a higher ranking position, the employee shall be paid the start rate for that position unless the start rate is equal to or less than the rate the employee was receiving in the position from which the employee is leaving in which case the employee shall be paid the rate in the higher increment that is next above the employee's own rate.
- (b) If an employee voluntarily leaves a position and assumes a position in a lower job grade, but later returns to the original position, they will return to the same step on the wage grid as previously held provided that they return within twelve (12) months.
- (c) If an employee is laid off or bumped and as a result, assumes a position in a lower grade, but later returns to a position within the job grade they held previously, they will return to the step on the wage grid as if they had remained in the position provided that they return within thirty-six (36) months.
- 15.13 In order to assist in the timely replacement of employees, employees shall provide four (4) weeks' written notice of their intention to resign to Human Resources and their direct Manager.

ARTICLE 16 – LAYOFFS AND RECALLS

- 16.01 A layoff shall mean the reduction of the workforce or a reduction in the normal hours of work as defined in this Agreement.
- 16.02 If the Employer intends to initiate either a long-term or short-term layoff(s), it will schedule a Labour-Management Relations Committee meeting at least seven (7) working days prior to providing notice of layoff pursuant to Articles 16.04 and 16.05. At this meeting, the parties will review the following in order to attempt to avoid or reduce the impact of layoffs:
- (a) All pertinent staffing information shall be provided to the Union, which shall include a list of all bargaining unit employees in the affected program and the total cost associated with each said employee;
- (b) All pertinent financial information shall be provided to the Union, which shall include the following:
- (i) Audited financial statements for the last fiscal year, including the balance sheet, income statement, and notes;

- (ii) Copy of the most recent financial presentation delivered at the staff meeting; and
 - (iii) Information related to any funding announcements;
- (c) The reason causing the lay-off.

Should the Union require any additional information, it shall so advise the Employer, who shall not unreasonably deny any such request. The Union shall maintain the confidentiality of all information shared in the context of this Labour-Management Relations Committee meeting. The Employer shall also provide the Union with an opportunity to review any notices of layoff issued pursuant to Articles 16.04 and 16.05 in advance of said letters being issued.

- 16.03 (a) In order to ensure continuity of Union/Management relations, the President of CUPE Local 3740 shall not be laid off or subject to bumping related to a layoff during his/her current term in office. To be clear, if the Employer decides to layoff the position held by the President of CUPE Local 3740 during their term, the layoff will take effect when the President's term is done regardless of whether the President seeks re-election.
- (b) Layoffs shall proceed in reverse order of seniority provided that the employees who remain are qualified to perform the required work. The Employer will not amend the requirements of the job in order to exclude an employee who would otherwise have the ability and qualifications to perform the job.

NOTICE OF LONG-TERM LAYOFF

- 16.04 In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:
- i) provide the Union with no less than three (3) months' written notice of the proposed layoff or elimination of position; and
 - ii) provide to the affected employee(s), if any, no less than two (2) months and three (3) weeks' written notice of layoff, or pay in lieu thereof.

NOTE: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

NOTICE OF SHORT-TERM LAYOFF

- 16.05 In the event of a proposed layoff of a short-term nature of less than thirteen (13) weeks duration, the Employer will:
- i) provide the Union with no less than thirty (30) calendar days' written notice of the proposed layoff ; and
 - ii) provide to the affected employee(s), if any, no less than twenty-three (23) calendar days' written notice of layoff, or pay in lieu thereof.

NOTE: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

- 16.06 An employee who is subject to lay-off shall have the right to either:

- (a) accept the lay-off; or
- (b) displace an employee who has lesser bargaining unit seniority if the employee originally subject to the layoff is qualified for and can perform the duties of the classification without training other than an appropriate orientation period. Employees who bump to a similar job title or to a lower job title or job grade shall be paid at the step in the new position that is closest to but not less than their then current pay. Article 15.10 shall apply to the displacement process for current mental health services employees as of March 10, 2016 who do not have the required educational qualifications.

16.07 No new employee is to be hired until those on layoff have been given an opportunity to be recalled provided the employee on layoff has the education and experience to perform the available work. An employee bumped to and/or recalled to a different position from what she held when laid off shall be entitled to a sixty (60) working day familiarity period.

LAYOFF PROCESS

- 16.08 (a) Each employee being displaced and receiving a layoff notice will elect to accept the layoff or displace a junior employee or fill a vacant position in order of seniority, provided the employee has the education and experience for the position. In this circumstance, Article 15.10 applies. The employee will have seven (7) working days to indicate their preferred position. Should the employee require time to review available positions, such request shall be made to their Manager and will not be unreasonably denied. This process will continue until all subsequent displaced employees have been placed or there are no further positions. If no further positions exist, the employee will be laid off.
- (b) The employee(s) will indicate their preferred position by e-mail to Human Resources and the President of CUPE 3740.
 - (c) The employee(s) will be notified if their preference is immediately accepted or if there will be a delay due to the seniority rights of other affected employees taking precedence.
 - (d) Each subsequent employee being displaced and receiving a layoff notice will elect to accept the layoff or displace a junior employee or fill vacant positions in order of seniority, providing the employee has the education and experience as per the position specifications. In this circumstance, Article 15.10 applies. The employee will have seven (7) working days to indicate their preferred position. This process will continue until all employees have been placed or there are no further positions. If no further positions exist, the employee will be laid off.
 - (e) The employee(s) affected will be notified at regular intervals of the status of their preferred placement.
 - (f) Where an employee displaces or assumes a position at a lower rate of pay during the three (3) month notice period provided for in Article 16.04, the employee(s) will continue to be paid their current wage for the remainder of the notice period.
 - (g) For the purposes of this provision, during the layoff meeting, a list of vacant positions, the CMHA-WECB organization chart, and CUPE 3740 seniority list will be provided to the employee(s) and the Union to review. In addition, the employee(s) may request copies of other position descriptions to assist in making their decision.

- 16.09 (a) The Employer and Union recognize and agree that varied roles within one job description may or may not exist and employees within them can be specifically laid off and/or displaced. In this regard, the Employer and Union recognize and agree that any laid off employee may displace any other more junior employee holding a specific role whether within that same job description or not based on education and experience. Where there is more than one incumbent in a specific role, the most junior person in the role will be displaced.
- (b) The Labour-Management Relations Committee will monitor all displacements and/or placements into vacancies and will determine the timing of such placement or displacement based on the following criteria:
- Client Service needs
 - Operational Requirements
 - Employee preference

CONTINUATION OF BENEFITS

- 16.10 In the event of a lay-off of an employee, the Employer shall pay its share of the employee's existing health and dental benefits as at the date of layoff for up to thirteen (13) weeks from the date of the layoff as permitted by the benefit carrier. The employee may continue to pay the full premium cost of such benefits for the duration of the layoff period with the consent of the benefit carrier. Such payment can be made through the Human Resource Department, provided that the employee informs the Employer of their intent to do so at the time of the lay-off and arranges with the Employer the appropriate payment schedule.

RECALL PROCEDURE

- 16.11 If an employee is recalled to a permanent position with the same hours of work as the position they were laid off from within the same or higher job grade (pay) and refuses, the employee will be deemed to have abandoned their recall rights.
- 16.12 (a) Employees shall be recalled in order of seniority provided the employee recalled has the education and experience to perform the available work. In determining the employee's education and experience to perform the available work, the Employer shall not act in an arbitrary manner.
- (b) A full-time employee who exercised their bumping rights to a part-time position shall be entitled to be recalled to a full-time position during the twenty-four (24) month recall period. In determining the ability of an employee to perform the work for the purpose of this provision, the Employer shall not act in an arbitrary manner.
- (c) A full-time employee who exercised their bumping rights to a full-time position in a lower classification shall be entitled to be recalled to a full-time position in a higher classification during the twenty-four (24) month recall period.
- 16.13 (a) An employee recalled to work in a different classification from which they were laid off shall have the option of returning to the position they held prior to the layoff should it become vacant within twenty-four (24) months of being recalled.
- (b) An employee whose position becomes vacant within twenty-four (24) months of being displaced will have the option of returning to that position over an employee on the recall

list provided the employee who originally held the position has greater seniority than an employee on the recall list.

- 16.14 Employees on layoff shall be given preference for temporary vacancies the Employer intends to fill that are expected to exceed ten (10) working days.
- 16.15 An employee who has been offered such temporary employment shall not be required to accept such employment and may instead remain on layoff. Recall procedures shall not apply to temporary vacancies.
- 16.16 It is the sole responsibility of the employee who is being recalled to notify the Employer of their intention to return to work within five (5) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) calendar days after receiving such notification. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.
- 16.17 Full-time employees will not be laid off by reason of their hours of work being divided among two (2) or more part-time employees.
- 16.18 For all articles related to the recall procedure, it is the responsibility of the Employer to notify the affected employee when the opportunities described above arise by way of email if they are actively employed or registered mail if they accepted the layoff.

ARTICLE 17 – HOURS OF WORK

- 17.01 (a) Save and except for those employees working in the Safe Beds Program, for all full-time employees as of January 29, 2019, regular weekly hours of work shall be thirty-five (35) hours per week, Monday to Friday, consisting of five (5) seven (7) hour shifts and a daily unpaid lunch period of one (1) hour. No shift shall commence before 7:00 a.m. nor finish later than 12:00 a.m. Employees may be scheduled outside normal hours of work in order to address the needs of clients and/or the program.
- (b) Notwithstanding (a) above, for all employees hired after January 29, 2019, regular weekly hours of work shall be thirty-five (35) hours per week, consisting of five (5) seven (7) hour shifts and a daily unpaid lunch period of one (1) hour. A week shall be defined as Monday to Sunday with two consecutive days off each week.
- (c) The following principles will guide all scheduling for all employees:
 - (i) The fewest number of employees are to be affected by the changes in hours of work.
 - (ii) Shift selections shall occur by seniority.
 - (iii) As many day shifts (weekday) will be maintained as possible.
 - (iv) There shall be no shift rotations.
 - (v) There shall be no sprinkling of shifts.
 - (vi) There shall be no split shifts.

SAFE BEDS PROGRAM

- 17.02 (a) The regular weekly hours of work for all full-time employees shall be thirty-five to forty (40) hours per week, Monday to Friday, consisting of five (5) eight (8) hour shifts, inclusive of a one (1) hour meal break as outlined in (b) below, rotating between days and afternoons. Shift rotations shall be in a clockwise rotation. Midnight shifts shall be static, but employees on the midnight shifts may be required, from time to time, to attend work on the day or afternoon shift. In these circumstances, the employee will work one (1) full week on the alternate shift.
- (b) The regular weekend hours of work for all permanent part-time employees shall be Saturday and Sunday consisting of two (2) eight (8) hour shifts, inclusive of a one (1) hour meal break as outlined in (c) below, rotating between days and afternoons. Shift rotations shall be in a clockwise rotation. Midnight shifts shall be static, but employees on the midnight shifts may be required, from time to time, to attend work on the day or afternoon shift. In these circumstances, the employee will work one (1) full week on the alternate shift.
- (c) The afternoon and day shifts will be consistently staffed with three (3) employees, permitting employees to take a one (1) hour unpaid meal break as per Article 17.07(a). These meal breaks will be scheduled by the Supervisor and will include the ability for the employee to leave the premises for one (1) hour. In cases where there are less than three (3) employees on shift, the one (1) hour meal break will be paid and the employee will not be permitted to leave the premises.
- (d) Shift premiums as outlined in Article 17.11 shall apply.
- (e) Employees will not be expected to start earlier or stay later than scheduled.
- (f) There will always be at least two (2) employees on-site.

Note: For the purposes of implementation given the change in practice from requiring employees to work a three-shift rotation to a two-shift rotation, the Employer shall offer the two-shift rotation by seniority.

- 17.03 The Union Executive will be provided with a minimum of four (4) weeks' notice of any permanent schedule changes required by the Employer.
- 17.04 Employees affected by a change in schedule that will require them to work a different schedule on a consistent basis will be given a minimum of four (4) weeks' notice of the schedule change. Employees who cannot work, or are unwilling to work the new schedule, will be allowed to exercise their bumping rights based on seniority pursuant to Article 16 to a position for which they qualify, as if they have been laid off.
- 17.05 Scheduling of daily and weekly hours of work, starting, lunch, breaks and quitting times, in accordance with this Article, is the responsibility of the immediate supervisor. Recognizing the nature of the work of some employees, the supervisor may delegate this responsibility to the employees, allowing them to schedule their own breaks and lunches. In this regard, the parties confirm that there will be no lieu time provided for missed lunches and breaks without the approval of the supervisor.
- 17.06 Employees are expected to be ready to work at the commencement of their shift and to continue working until the conclusion of their shift, with the exception of break periods.
- 17.07 (a) Employees working a minimum of seven (7) hours per day are permitted one fifteen (15) minute paid rest break in the first half of their shift and one fifteen (15) minute paid rest

break in the second half of their shift. Breaks cannot be taken at the start or end of the shift or accumulated and used at once or carried over to another day.

- (b) Employees working less than seven (7) hours per day are permitted paid rest breaks in accordance with the ESA.

17.08 Shift exchanges between employees will be permitted as long as both shifts are fully covered, the exchange is approved by management at least seventy-two (72) hours in advance, and the exchange does not result in a premium payment. Such approval shall not be unreasonably denied. Management will be notified of the exchange via email.

JOB SHARING

17.09 The Employer shall allow job sharing arrangements on the basis of the following:

Job Sharing is defined as an arrangement whereby two (2) employees equally share the hours of work of what would otherwise be a full-time position.

- (a) When a full-time employee intends to take advantage of the job share language for her position, the person shall make the request to her Manager, who will then seek approval, notify the Union and post the position for all employees in the job title who may be interested in applying in accordance with Article 15. This is a partnership and there is no ownership of the position.
- (b) The Employer shall award job sharing arrangements on the basis of seniority.
- (c) If one (1) employee of a shared position permanently leaves the partnership, the remaining member of the partnership will be offered the position full-time. If she chooses not to accept the full-time position, she shall assume the position full-time until a replacement is found. The Employer will then post the position as a Job Sharing opportunity in accordance with Article 15 of this Agreement. If there is no successful applicant for the position, the layoff provision in the Collective Agreement will take effect and the position will be posted as a full-time position in accordance with the Collective Agreement.
- (d) The hours of work shall be in accordance with this Agreement and scheduling of the shared position shall be agreed upon in advance with the Employer.
- (e) Employees in a job sharing arrangement shall receive the same rights and privileges provided to part-time employees in accordance with the provisions of this Agreement.
- (f) No full-time vacancy will be posted as a shared position.
- (g) For extended leaves where one of the partners intends on returning to the job share upon completion of the leave, the remaining partner has the option of filling the position as per (c) above. If the remaining partner does not want the position during the period of the partner's absence, the position will be posted pursuant to Article 15 of the Collective Agreement. If no employee is successful in posting into the position, the remaining partner is required to fill the position on a full-time basis.
- (h) Job sharing arrangements will be voluntary for all participants.

17.10 The parties agree to review any job sharing requests that the Employer considers to be reasonable.

SHIFT PREMIUMS

17.11 The Employer shall pay the following shift premiums to all affected employees as follows:

- (a) A rate of \$1.00 per hour for all hours worked on shifts scheduled to commence on or after 3:00 pm or for all hours worked where more than 50% of the hours worked on the shift are after 3:00 p.m.;
- (b) A rate of \$1.25 per hour for all hours worked on shifts scheduled to commence on or after 11:00 pm or for all hours worked where more than 50% of the hours worked on the shift are after 11:00 p.m.;
- (c) A rate of \$1.40 per hour for all hours worked on shifts scheduled to commence after 11:59 pm on Friday to Sunday at 11:59 pm.
- (d) There shall be no pyramiding of premiums.

17.12 There are occasions when the Employer needs to temporarily increase the work hours for a particular program or department. The Employer shall offer these additional hours of work by seniority in the following order:

- (i) To qualified full-time employees within the program or department up to a maximum of forty-four (44) hours per week; then
- (ii) To qualified part-time employees within the program or department up to a maximum of thirty-five (35) hours per week; then
- (iii) To qualified casual employees up to a maximum of thirty-five (35) hours per week; then
- (IV) To qualified full-time employees outside of the program or department up to a maximum of forty-four (44) hours per week; then
- (V) To qualified part-time employees outside of the program or department up to a maximum of thirty-five (35) hours per week.

If no employee volunteers to work these hours, the Employer will schedule hours in reverse order of seniority to all qualified employees. Compensation for any hours worked by full-time employees pursuant to this provision up to forty-four (44) hours shall be compensated in accordance with Article 17.16. Part-time and casual employees will be paid at straight time for all hours worked up to thirty-five (35).

17.13 Full-time employees who are regularly scheduled to work Monday to Friday, who on occasion are required by the Employer to work on a Saturday and/or Sunday in their position, will be compensated on the Saturday and/or Sunday with equivalent time off in lieu at a rate of time and one-half (1 ½).

SCHEDULING FOR PART-TIME AND CASUAL STAFF

17.14 When the Employer has at least twenty four (24) hours' notice that it requires an employee to work any shift to replace an absence of an employee, the Employer shall canvass qualified part-time and/or casual staff in order of seniority.

WORKLOAD MAXIMUMS

- 17.15 (a) The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and the collective well-being of all staff and recognizes the inherent worth of every employee. The Employer further recognizes that the issue of workload is a serious concern to bargaining unit members and the Employer.
- (b) Further, the Employer and the Union recognize that workload can fluctuate and the goal is to ensure the fair, reasonable and equitable distribution of work.
- (c) The Employer is committed to monitoring and addressing workload and service demands on an ongoing basis.
- (d) To effectively manage the workload levels and to achieve a fair, reasonable and equitable distribution of workload, the Employer will implement the following processes:
- i. As part of ongoing supervision, the Manager and employee will discuss workload issues. The employee may also request a meeting to be held with their Manager, specific to workload issues.
 - ii. Discussions of workload issues will be a standing agenda item at each Labour-Management Relations Committee meeting.

LIEU TIME

- 17.16 Employees who work additional hours beyond those stipulated in Article 17.01 up to a maximum of forty-four (44) hours, shall be permitted to accrue and use their hours on a monthly basis as follows:
- I. Employees are required to notify their Manager via email or voice mail in advance of lieu time being worked and the reason why except in unforeseen situations beyond their control where notification is not possible, in which case the employee shall notify their Manager as soon as possible of the additional time worked and why. Lieu time shall be specific to client services unless approval is obtained from the Manager in advance for lieu time to be worked for non-client service.
 - II. Lieu time shall be taken within thirty (30) days of the time when it is accrued but may be carried over an additional thirty (30) days provided the employee is authorized to do so by their Manager.
 - III. All lieu hours used must be recorded in the employee's Outlook calendar. Where two (2) hours or less of lieu time is being taken, the employee is required to notify their Manager via email or voice mail and provide coverage details. Where more than two (2) hours of lieu time is being taken, the employee shall send an email to the Manager with coverage details and the time off shall be subject to their Manager's approval.
 - IV. All lieu time shall be earned and/or taken in increments of fifteen (15) minutes. Employees shall not be permitted to accumulate more than two (2) hours of flex time in a week unless approval is obtained from the Employee's Manager.

- V. All lieu time must be recorded in the employee's Outlook calendar as soon as possible after it has been worked identifying the date and amount of lieu time gained or used and balance remaining.
- VI. The employee shall send an email to their Manager containing the date, amount of time gained or used, balance remaining and the reason.
- VII. No more than nine (9) hours of compensated time off shall be carried over from one week to the next and no more than thirty-six (36) hours of compensated time off shall be carried forward from one month to the next.

The Employee's Outlook calendar identifying the above information shall always be up to date and if requested, printed for the Manager.

ARTICLE 18 – OVERTIME

- 18.01 All overtime hours must be authorized by the immediate supervisor before being worked, or where that is not possible, retroactively where the supervisor determines the overtime was justified.
- 18.02 Time worked beyond forty-four (44) hours per week shall be considered overtime, with the exception of the provisions in Article 17.16. Such overtime shall be compensated at time off at the rate of one and one-half (1 ½) times the overtime hours worked or pay for such overtime hours at a rate of one and one-half (1 ½) times. Employees shall advise at the time such overtime is accrued whether they wish to be paid for such overtime hours or take the time off as lieu.
- 18.03 Compensating time off shall be scheduled at a time to be mutually agreed by the employee and her Manager. The Employer shall not act in an arbitrary manner and the Employee shall make reasonable efforts to take such accumulated time. If the compensating time off is not taken or is not able to be taken within three (3) months, this time will revert to payment at a rate of one and one half (1 ½) times the employee's regular rate of pay.
- 18.04
 - (a) Employees required to attend or facilitate education, training or a presentation that is mandatory within their normal hours of work shall be paid at their regular rate of pay for all time required to attend and travel to and from the location of such education or training. The Employer shall pay all approved costs related to such education, training or presentation including registration, travel, meals and lodging.
 - (b) Employees required to attend education, training or a presentation that is mandatory outside of their normal hours of work shall be paid at their regular rate of pay for all time required to attend such education or training. The Employer shall pay all approved costs related to such education, training, or presentation, including registration, travel, meals and lodging. Time required to attend and travel to and from the location of such education, training or presentation will be compensated with lieu time provided such travel is required to attend outside of Essex County.
 - (c) Employees who are granted approval to attend non-mandatory education or training shall suffer no loss in regular pay and shall be reimbursed for any registration costs associated with such education or training. Time for travel to and from the location of such education or training shall be reimbursed solely at the Employer's discretion.

ARTICLE 19 – PAID HOLIDAYS

19.01 Full-time employees will be granted the following paid holidays with pay at their regular rate based on seven (7) hours of work. Part-time employees will be granted the following paid holidays with pay at their regular rate on a pro-rata basis:

New Year's Day	Civic Holiday	Labour Day
Good Friday	Thanksgiving	Victoria Day
Christmas Day	Boxing Day	Canada Day
Family Day		

The following float holidays will be granted to all employees who are actively employed on the day on which the float holiday falls and will be scheduled as per Article 19.02:

Float Day – 2nd Friday in June Easter Monday Remembrance Day

Float holiday hours can be taken in increments of fifteen (15) minutes.

- 19.02 The day in lieu as described in Article 19.01 above, shall be taken at the discretion of the employee, subject to approval by the Unit Manager within six (6) months following the date of the float holiday. This day in lieu may be taken in fifteen (15) minute increments upon approval from the employee's Unit Manager.
- 19.03 For employees who work Monday to Friday, paid holidays that fall on a Saturday or Sunday will normally be taken on the next working day ("designated holidays"). Human Resources will ensure that a calendar of paid holidays is circulated to staff at the first of the year. In order to properly service clients and ensure the Agency is not closed more than three (3) consecutive days at Christmas, the Agency will require some staffing in those Christmas seasons when there are four (4) consecutive weekend and/or holiday days. In the event limited staff is so required, employees will be offered such work in order of seniority. In the event an insufficient number of employees volunteer for such work, it will be assigned in reverse order of seniority on a rotating basis. Employees who volunteer or who are required to work on a weekend or paid holiday pursuant to this Article will be compensated in accordance with the provisions of Article 19.04(a).
- 19.04 (a) Employees who regularly work Monday to Friday who are required to work on a paid holiday will be given hours off in lieu, at a mutually agreed upon time, equivalent to those number of hours the employee worked on the holiday. These hours may be taken in fifteen (15) minute increments upon approval from the employee's Manager. The employee will also receive premium pay at a rate of one and one-half (1 ½) times the regular rate for all hours worked on the holiday.
- (b) Employees who work in programs that operate continuously, such as the Safe Beds Program, will be paid premium pay as defined in (a) above for the hours worked on the actual holiday only.
- (c) Employees who hold more than one position with the Employer (i.e. a full-time and a casual position) who elect to work on the actual holiday where such holiday falls on a weekend will be paid premium pay at the rate of one and one half (1 ½) times for all hours worked on the actual holiday. These employees will continue to be paid for the designated holiday in accordance with Articles 19.01 and 19.03.

- (d) Employees who hold more than one position with the Employer (i.e. a full-time and a casual position) who elect to work on the actual holiday where such holiday falls on a weekend and on the designated holiday in accordance with Article 19.03 will be paid premium pay at the rate of one and one half (1 ½) times on the actual holiday and will be paid in accordance with Article 19.01 for the designated holiday. These employees will also be provided with the hours off in lieu as outlined in (a) above.

NOTE: For clarity purposes, the above provisions do not apply to float holidays.

- 19.05 Regular employees, as defined in Article 2.04(a), are entitled to receive paid holidays with pay as defined in Article 19.01 during the probationary period as defined in Article 14.03.

ARTICLE 20 – VACATIONS

20.01 The vacation year runs from January 1 to December 31 of any year.

- 20.02 (a) Full-time employees who have completed less than one year of continuous service will have their vacation pro-rated based on the number of full months worked.

Regular full-time employees will be eligible for vacation as follows:

The vacation year in which the employee completes one year of continuous service	1.5 days per month for a total of 18 days
The vacation year in which the employee completes two to four years of continuous service	1.92 days per month for a total of 23 days
The vacation year in which the employee completes five to six years of continuous service	2 days per month for a total of 24 days
The vacation year in which the employee completes seven to eight years of continuous service	2.08 days per month for a total of 25 days
The vacation year in which the employee completes nine to ten years of continuous service	2.17 days per month for a total of 26 days
The vacation year in which the employee completes eleven to twelve years of continuous service	2.25 days per month for a total of 27 days
The vacation year in which the employee completes thirteen to fourteen years of continuous service	2.33 days per month for a total of 28 days
The vacation year in which the employee completes fifteen to sixteen years of continuous service	2.42 days per month for a total of 29 days
The vacation year in which the employee completes seventeen to eighteen years of continuous service	2.5 days per month for a total of 30 days
The vacation year in which the employee completes nineteen years of continuous service	2.58 days per month for a total of 31 days

One additional day per year for each year of continuous service after 19 years, which shall be earned at a rate of 0.08 days per month to a maximum of 35 days.

- 20.02 (b) Part-time employees shall be permitted to take pro-rated vacation time off based on equivalent full-time entitlement on the basis of their continuous service.
- (c) Employees may take any portion of their vacation entitlement as of January 1st of each year regardless of whether or not the vacation amount has been earned.
- (d) A statement of vacation entitlement, including banked vacation days from the previous year, will be in QHR Net and each new year's entitlement will be loaded by January 31st of each year.
- 20.03 Vacation accruals shall be calculated on the basis of the calendar month. At commencement of employment the new employee shall receive credit for the first month providing employment commenced up to and including the fifteenth (15th) day of the month. At termination of employment, credit for the final month of employment shall be awarded providing employment terminated on the fifteenth (15th) day or later in the month.
- 20.04 An employee whose employment ceases or is terminated for any reason shall be paid, with their final pay, an amount of money equal to their pro-rated and unused vacation entitlement as at the date the employee status ceases. Employees that have taken unearned vacation shall have that unearned portion deducted from their final pay.
- 20.05 Regular part-time employees will be eligible to receive vacation with pay in accordance with the provisions of Article 20.02 of the Collective Agreement. Regular part-time employees will be considered as completing a "year of continuous service" for each 1,820 compensated hours.
- 20.06 (a) Leaves of absence without pay in excess of thirty (30) calendar days will be excluded from the calculation of vacation entitlement for the vacation year in which the leave occurs. Employees on short-term or long-term disability shall continue to accrue vacation credits for a period of one (1) year from the first date of absence. Employees who do not qualify for short-term and/or long-term disability, but who have submitted medical documentation to the Employer, shall continue to accrue vacation credits for a period of one (1) year (twelve (12) continuous months) from the first date of absence.
- (b) Employees on pregnancy leave or parental leave shall not lose their service or seniority accumulation. In addition, employees on pregnancy or parental leaves shall continue to accrue vacation credits while on such leave subject to the following:
- (i) Any and all vacation entitlement for the current calendar year may be used at the employee's discretion, including prior to commencing pregnancy/parental leave.
- (ii) Any and all remaining vacation entitlement accrued during the pregnancy/parental leave may be used prior to the employee returning to work and shall be subject to Article 20.09.
- 20.07 (a) The Manager is responsible for scheduling and approving vacations and float holidays. In doing so the efficient operation of the unit must be maintained while trying, if possible, to meet the needs of the employees. Employees shall first attempt to secure coverage for any requested vacation and float holidays. In the event the employee is unable to secure coverage within two (2) weeks of their requested time off, their Manager will ensure the employee receives their requested vacation time provided the operation of the unit is maintained.
- (b) For the purposes of securing coverage, an employee may provide vacation and/or float holiday coverage for more than one employee subject to operational needs.

(c) Accordingly, vacation and float holiday requests for the following vacation year as defined in Article 20.01 above, are to be submitted by November 1st for the period of January 1 and June 30 and by March 1 for the period of July 1 to December 31 each year. The vacation request shall be granted in accordance with seniority to a maximum of three (3) week allotments per vacation request, with request for Christmas/New Year break as per Article 19.03. Any vacation requests that are not submitted by the required date will be granted on a first come basis as approved by the Manager. For requests that are submitted by November 1st and March 1, coverage does not need to be secured at the time of the request or approval. Coverage will be sought prior to the requested time off at which time Article 20.07(a) applies.

20.08 In the event an employee does not schedule vacation for the end of the calendar year (or before the last possible date in the next calendar year with respect to any permitted carry-over), the Employer has the right to unilaterally schedule the employee's vacation. Employees will be reminded by email on September 30th of each year that any previously unscheduled vacation must be scheduled and taken prior to December 31st, except for allowable carry-over days. Employees will have until October 15th to schedule vacations. If employees fail to do so, the Manager will notify them by November 1st of their scheduled vacation time. In the event the employee is unable to secure coverage, their Manager will ensure the employee receives their requested vacation time.

20.09 (a) Except as provided below, employees must take vacation by the end of the vacation year after which it is earned. Employees will be entitled to carryover up to seven (7) days of vacation into the next year provided the time is used prior to May 31st. Where an employee has scheduled their vacation but is unable to take it due to extreme circumstances beyond their control and where the employee does not return to work within a time period in which they can take their earned vacation, the employee will be permitted to carry over their full remaining vacation entitlement that has been earned for that year to May 31st of the following year. The Employer shall have sole discretion to determine whether the carry over in excess of seven (7) days will be permitted.

(b) In those circumstances where an employee is not able to utilize their vacation carry-over by May 31st because they are on an extended sick leave in excess of ten (10) weeks in the January 1st to May 31st period, they will be paid their unused vacation entitlement at the rate of one hundred percent (100%) of their respective rate of pay. Such payments will be made during the month of June.

20.10 Where an employee is hospitalized during their period of vacation, there shall be no deduction from vacation credits for the period of hospitalization. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the mutual agreement of the employee and the Employer.

20.11 Vacation entitlement in this Agreement is based upon years of service. Subject only to the special circumstances set out in Article 14.06, in which seniority is not accumulated, employees absent from work under one of the conditions specified in Article 14.05 will continue to accumulate seniority for the purpose of vacation entitlement as it relates to progression on the vacation grid only. Vacation entitlements in each year shall be in accordance with Article 20.02(a).

ARTICLE 21 – SICK LEAVE

- 21.01 (a) Regular active full-time employees shall earn paid sick leave credits at a rate of one day per month for personal illness or for the serious illness of a family member, entitling them to twelve (12) sick leave days (84 hours) per year. Any unused sick leave credits in a calendar year may be accumulated up to a maximum of fifty (50) days (350 hours). Accumulated sick leave credits will not be paid out at the end of employment with the Employer. Further, accumulated sick leave credits may be used by the employee for their personal illness or for their personal specialist appointments.
- i) Three (3) sick days may be taken as personal days. Employees may take these in half (1/2) day or full day increments. To be clear, they may not be taken in one (1) hour increments.
 - ii) Sick leave credits may be used by employees for the purposes of attending specialist appointments for themselves or family members, which includes their spouse, children or parents. Once the sick leave credits are exhausted the employee will be entitled to use their accumulated sick leave credits for the same. In this regard, employees are required to advise the Employer in advance that the time is being used for this purpose, although they are not required to identify the nature of the appointment. Specialist appointments shall include appointments related to preparation for and attendance at medical procedures. Specialist appointments shall not include any regular appointments, including those with general practitioners or dentists for the purposes of regular check-ups. To be clear, accumulated sick leave credits may not be used for this purpose.
- (b) A regular active part-time employee who achieves the equivalent of one year of seniority, as defined in Article 14.01(b), shall be entitled to earn sick leave credits on a pro-rated basis based on hours worked in the calendar year in which the sick leave is taken.
- 21.02 A report or certificate from a duly recognized medical practitioner stating that the employee is unable to perform the duties of the job and indicating the probable duration of the illness may be required by the Employer when an employee is absent for more than five (5) consecutive working days or where an employee demonstrates patterned absenteeism. In such circumstances the Employer agrees to reimburse the employee for the cost of the report or certificate upon production to the Employer of the appropriate receipt.
- 21.03 Sickness during vacation leave will not extend the leave except in the case of Article 20.10.
- 21.04 The Employer will continue paying 100% of the premium for a Short-Term Disability Plan for employees with seniority. Benefits will be paid commencing on the first day of accident, first day of hospitalization and eighth day of illness to a maximum of 119 calendar days. The benefit level will be 66.67% of weekly earnings to a maximum of \$600.00 per week. Employees will be entitled to utilize accumulated sick leave to bridge the days prior to weekly indemnity benefits being available or to top up weekly indemnity payments to a maximum of 100% of the weekly earnings.
- 21.05 The amount of sick days in each employee's bank will be identified in QHR Net no later than January 31st of each year.

ARTICLE 22 – LEAVES OF ABSENCE

22.01 Applications for leaves of absence under this Article must be submitted through QHR Net to the Manager for approval by the Employer.

BENEFIT PAYMENT DURING LEAVE OF ABSENCES

- 22.02 (a) The Employer will continue to provide full benefit coverage for employees during the waiting period for Long Term Disability and/or for twenty-four (24) months from the date of disability for employees receiving payment through Long Term Disability provided the Employee contributes their share as per Article 32.03.
- (b) Employees on unpaid leaves of absence from the Employer may maintain benefit coverage for the duration of the leave by making arrangements with the Administration unit prior to the commencement of the leave and by paying the total premiums involved.
- (c) The Employer will not contribute to any benefit plan for an employee on unpaid leaves of absence, except:
- (i) for an employee on an *Employment Standards Act* leave as provided for in Article 22 below, or
 - (ii) for an employee on sick leave to a maximum of twenty-eight (28) months, including time spent on Long Term Disability.

22.03 Approved leaves of absence not provided for in this Article must be charged against overtime, vacation or taken without pay.

BEREAVEMENT LEAVE

- 22.04 (a) In the event of a death of a spouse, including common law spouse, parent, step-parent, child, step-child, sister or brother, step-sister or step-brother, and the “in-law” of each of these relations, the employee shall be granted five (5) working days with pay as bereavement leave.
- (b) In the event of a death of a nephew, niece, grandparent, grandchild, and the “in-law” of each of these relations, the employee shall be granted three (3) working days with pay.
- (c) The employee shall be granted an additional two (2) working days with pay as bereavement leave on an annual basis for the death of any other person and/or pet or for the purposes of extending bereavement leave for those individuals covered in (a) and (b) above.
- (d) Once the employee has exhausted their bereavement leave entitlements, any further bereavement leave requests will be at the discretion of the Employer and, if granted, will be charged to accumulated overtime, vacation, float day, personal day or leave without pay.
- (e) Part-time employees shall be permitted to take pro-rated bereavement leave based on the full-time equivalent.

PREGNANCY / PARENTAL LEAVE

- 22.05 (a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of delivery, shall be entitled to a pregnancy leave without pay of up to seventeen (17) weeks in duration.

The employee shall give written notice at least two (2) weeks prior to the intended date of commencement of the pregnancy leave, and may be requested to provide a certificate from a legally qualified medical practitioner or mid-wife stating the expected birth date. If special circumstances arise from the pregnancy and it is not possible to meet the notice obligation, such notice as referred herein must be provided within two (2) weeks of stopping work.

The employee may end the leave by giving at least two (2) weeks written notice of intended date of return at any time within the seventeen (17) week leave.

- (b) An employee who has been employed for at least thirteen (13) weeks is eligible for parental leave of up to sixty-one (61) weeks, whether the employee becomes a parent through the birth of their child, through adoption, or if the employee is in, or enters into, a relationship of some permanence with the parent of such child, and the employee intends to treat the child as their own. Such leave must commence within seventy-eight (78) weeks of the day the child was born, or comes into custody, care and control of the employee for the first time. Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave or when the baby first comes into custody, care or control of the employee. An employee must give at least two (2) weeks' notice of the date that the parental leave is to begin unless a combined notice has been given prior to commencement of the pregnancy leave and the parental leave is to immediately follow the pregnancy leave. Where the child comes into custody, care or control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided within two (2) weeks of stopping work.

Parental leave ends sixty-one (61) weeks after it begins or an earlier date if the employee gives at least two (2) weeks written notice of their intention to return to work.

- (c) Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier date by giving at least two (2) weeks' notice.

While on pregnancy or parental leave, the employee will continue to have contributions made to benefit plans unless the employee has advised the Employer in writing that the employee does not wish to continue to make the employee contributions to any such plans. Employees who choose to continue to pay their portion will make mutually satisfactory arrangements with the Finance Department. Where an employee does not wish to pay their portion of the premium, coverage will be discontinued for the duration of the leave, and enrolment upon return to work will be subject to the requirements of the carrier.

- (d) An employee may request an extension of their pregnancy and/or parental leave up to six (6) months in duration. Employees on this extended leave shall retain but not accrue seniority per Article 15.08 and, those employees who wish to maintain benefit coverage during this extended leave will be required to pay the total amount of the premiums per Article 22.02(b).

- (e) Upon return to work, the employee shall be reinstated to the program position the employee held at the time the leave commenced, if it still exists, or to a comparable position if it does not, at the wage level the employee would be earning if the employee had worked through the leave.
- (f) The non-childbearing employee in the bargaining unit shall be allowed five (5) days off with pay on the occasion of the birth or legal adoption of their child. For clarity, this provision does not apply to the employee who is taking pregnancy leave.

JURY DUTY

- 22.06 (a) Employees required to serve on jury duty or appear in Court on Employer-related business will receive their regular salary, or their hourly rate times the working hours absent, and must turn over to the Employer any fees received, excluding payment for travelling, meals or other expenses.
- (b) Employees who must appear in court or consult with lawyers on Employer-related business while on vacation will not have such time counted against vacation credits.

EDUCATION AND PROFESSIONAL DEVELOPMENT

- 22.07 (a) The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, employees throughout the organization will be granted an education leave without pay or benefits on the basis of seniority for varying periods of up to one (1) year, depending on operational needs. Such leaves can be renewed by mutual agreement and shall be for the purposes of attending a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill their present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide. The Employer is committed to discussing varying degrees of financial assistance, including paid internal placement for professional development and accommodation for placements and this leave shall not be unreasonably denied.
 - (b) The Union and Employer have agreed to include the Terms of Reference for the Joint Educational Assistance Program. The above-mentioned Terms of Reference are attached as a Letter of Understanding.
- 22.08 The Employer shall provide up to three (3) paid days per year to each Employee for the purposes of attending courses or training for professional development subject to prior approval from the Employee's Manager.

LEAVES OF ABSENCE

- 22.09 Unless otherwise provided for in the Collective Agreement, employees shall receive all leaves of absence as provided for under the *Employment Standards Act* except where a greater benefit is provided for within this Collective Agreement. This includes, but is not limited to, the following leaves:
 - (a) Family medical leave;
 - (b) Organ donor leave;
 - (c) Family caregiver leave;

- (d) Critical illness leave;
- (e) Child death leave;
- (f) Crime-related child disappearance leave;
- (g) Family responsibility leave;
- (h) Personal emergency leave;
- (i) Domestic or sexual violence leave; and
- (j) Reservist leave.

PRE-RETIREMENT TRANSITION LEAVE

22.10 Pre-Retirement Transition Leave is an authorized working arrangement whereby eligible full-time employees or employees holding a 0.8 FTE who are eligible for any pension or are within two (2) years of becoming eligible for a pension are able to reduce the length of their work week by up to forty percent (40%). The actual reduction will be mutually agreed to by the Employer and the Union and shall be subject to the Employer's operational needs. In order to be eligible, employees must provide a retirement date that is within two (2) years of the date of the request. If the employee is unable to retire due to unforeseen circumstances, they shall revert to their hours worked prior to the arrangement and will be unable to apply for the same leave again.

The member's salary, pension and benefit coverage shall be reduced based on the reduction in the employee's work week.

ARTICLE 23 – JOINT EDUCATIONAL ASSISTANCE COMMITTEE EDUCATIONAL ASSISTANCE FUND

23.01 The Canadian Mental Health Association, Windsor-Essex County Branch and CUPE Local 3740 recognizes that in-service education activities, conferences and seminars provide employees with opportunities to gain knowledge, skills and experience necessary for their continued development. In order to improve the employees' opportunities for career advancement within the agency, assistance and support may be provided to employees in order to increase their effectiveness in their present agency positions as well as to encourage employees to obtain other skills, knowledge and abilities.

Professional development and continuous learning are necessary to maintain the quality of agency staff and their continued readiness and ability to contribute effectively to the mission and goals of the agency. In acknowledgement of the commitment made to employees as set out in the collective agreement between CMHA-WECB and CUPE Local 3740, the agency and the Union are prepared to commit resources in a meaningful way to educational assistance.

COMMITTEE TERMS OF REFERENCE

- 23.02 (a) In partnership with CUPE Local 3740, the agency will allocate \$4,000.00 per budget year, with \$8,000.00 allocated by CUPE Local 3740, for a total of \$12,000.00 per budget year dedicated to continuous learning and educational development of its unionized staff.
- (b) Subsequent renewal of this partnership must occur upon each negotiated collective agreement.
- (c) The employee must have successfully passed their probation period as set out in the Collective Agreement.

- (d) The Joint Education Committee will be comprised of two (2) members of each bargaining unit and non-bargaining unit. Of the four (4) members, there will be a co-chair from the bargaining unit and from the non-bargaining unit. The Committee will allocate financial assistance up to a maximum of \$1,000.00 CDN funds per employee application, per course, per year. The Committee will allocate the maximum available monies to all eligible employees' first application, after which if there are unallocated monies it will be allocated equally up to the maximum available monies to individuals who submitted a second application. This process will continue until either all monies have been allocated or all applications have been reviewed and decided upon.
- (e) These funds will be payable upon receipt of a duly recognized grade report from an accredited educational facility verifying at least a "B" grade (or 70%) in the courses taken, along with supporting documentation for financial reimbursement, submitted according to established Agency procedures. When there is a course that is graded pass or fail, the committee will determine eligibility.
- (f) All requests for financial educational assistance must be received and date stamped by HR no later than January 31, to be considered for financial reimbursement for the entire previous calendar year.

APPLICATION PROCEDURE

- 23.03 (a) When an employee of the Agency identifies a course(s) of study they wish to pursue, it must have a direct and positive impact on the employee's ability to perform the duties of the employee's current position with the Agency, or have a potential direct future benefit to the agency and must be recommended by the Manager/Supervisor in order to qualify for reimbursement of tuition, subject to successful completion of the course and funding cap established.
- (b) The employee must make a request by completing the Application for Financial Educational Assistance form for her Manager/Supervisor's approval.
 - (c) The Joint Educational Assistance Committee will examine all submissions and determine those that meet the qualifying criteria. Generally, the criteria considered will revolve around the ability to relate the type of educational course(s) proposed with either the employee's present position or potential future position within the Agency.
 - (d) Approved Educational Institutions include the following:
 - i) University – an institute of higher learning granting degrees, certificates, accreditation and/or related approved programs, comprising of one or more undergraduate/graduate programs approved by an accredited education facility.
 - ii) College – an institute of higher learning granting diplomas, certificates, accreditation and/or related approved programs. The College could be a constituent unit of the University or an institution for specialized instruction and is an approved and accredited education facility.
 - iii) Polytechnical School – usually it is not deemed to be a traditional University. The degree, diploma, certificate, accreditation and/or related approved programs are focused on the professional world. The polytechnical school program must be a registered and approved accredited education facility.

- iv) U.S. Post Secondary Institutions – these institutions will be approved for reimbursement from a registered and approved accredited education facility.
 - v) Accreditation and/or Certificates – an institute and/or association offering accreditation and/or certification at the post-secondary level leading toward a recognized accreditation, certification or diploma.
- (e) Reimbursement costs include tuition fees and textbooks only and must be supported by proof of payment and acceptable grades and/or marks (minimum “B” or 70% grade).

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

- 24.01 The Employer shall pay salaries and wages bi-weekly for the prior two completed weeks in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.
- 24.02 Upon transfer to a higher ranking position within the bargaining unit, whether temporary or permanent or if an employee assumes the responsibility of a higher ranking position, the employee shall be paid the start rate for that position unless the start rate is equal to or less than the rate the employee was receiving in the position from which the employee is leaving in which case the employee shall be paid the rate in the higher increment that is next above the employees own rate.
- 24.03 The Employer shall pay mileage reimbursement to employees on the next payroll after the employees’ mileage reports are received and approved, provided the reports are received at least seven (7) business days prior to the payroll date. If the mileage reports are not received by this deadline, the Employer shall pay mileage reimbursement to the employees on the subsequent payroll.
- 24.04 Cell phones and any other work-related expenses shall be reimbursed on the last payroll of the month following submission of the proof of purchase and/or monthly service.
- 24.05 Employees are required to submit their expense reports in respect of expenses incurred under Articles 24.03 and 24.04 within sixty (60) days of the month being claimed. Failure to submit during the claim period will result in forfeiture of expense claim reimbursement. This article will not apply in cases where employees are absent due to illness or an approved leave of absence when the sixty (60) day deadline falls. In these circumstances, employees shall have ten (10) days from the date of their return to work to submit their expense reports.

ARTICLE 25 – CHANGES IN JOB TITLES

- 25.01 The Employer agrees to prepare a new job description whenever a new job is created or whenever the duties of an existing job change significantly. Changing a position title alone does not constitute a significant change requiring evaluation. When the duties of any job are changed or increase significantly, or where an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the position shall be submitted to the Joint Job Evaluation committee for review. The job grade shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the classification or reclassification as the case may be, and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination.

ARTICLE 26 – RESTRICTIONS ON CONTRACTING OUT

- 26.01 (a) No bargaining unit employee shall be laid off or terminated or hours of work reduced as a result of the Employer contracting out any of its work, services or programs.
- (b) The transfer of a program shall not constitute a breach of this Agreement. Upon such transfer of services, the Employer shall endeavour to ensure the employment of the employees affected by the transfer of services, first, at the option of the employee, within the employ of the Employer and then within the employ of the agency to which the service is being transferred.

ARTICLE 27 – NO STRIKES, NO LOCKOUTS

- 27.01 During the term of this Agreement, the Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts.

ARTICLE 28 – HEALTH AND SAFETY

- 28.01 It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.
- 28.02 The parties fully endorse the responsibilities of Employer and employee under the *Occupational Health and Safety Act*. Accordingly, the provisions of the *Occupational Health and Safety Act* are incorporated into and form part of this Agreement and the rights and responsibilities set out therein will not be diminished.
- 28.03 (a) Recognizing its responsibilities under the applicable legislation, the Employer agrees to establish and maintain a Joint Occupational Health and Safety Committee (JOHSC) comprised of two (2) representatives selected or appointed by the Union from amongst its bargaining unit employees, one (1) alternate representative selected or appointed by the Union from amongst its bargaining unit employees to replace the regular committee person if required, two (2) management representatives, and one (1) alternate management representative. Videoconferencing services will be available for the representatives who are off-site to attend JOHSC meetings.
- (b) Meetings shall be held once every three (3) months or more frequently at the call of the Co-Chairs. The JOHSC shall maintain minutes of all meetings and make the same available for review.
- (c) The Employer shall pay the full cost of two (2) Union Representatives' training and certification as defined under the Act every two (2) years.
- (d) Any representative appointed or selected in accordance hereof, shall serve for a term of at least two (2) years from the date of the appointment, which may be further renewed. Time off for such representative(s) to attend meetings of the JOHSC in accordance with the foregoing shall be granted and time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his regular or premium rate as may be applicable.

- (e) Alternate representatives shall be permitted to participate in on-site inspections on a rotational basis in lieu of a regular representative and attend the first JOHSC meeting that occurs after they become an alternate.

28.04 The Employer agrees to cooperate in providing necessary information and management support to enable the Joint Occupational Health and Safety Committee to fulfil its functions. In addition, the Employer will provide the Joint Occupational Health and Safety Committee with access to pertinent information in its possession subject to the provisions of the *Personal Health Information Protection Act*. The Joint Occupational Health and Safety Committee shall respect the confidentiality of this information.

28.05 Where the Employer determines there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial) or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.

28.06 An employee who is required by the Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

In the event of a pandemic, the Employer will consult with the Union whenever possible during the planning process.

28.07 Where the Employer or JOHSC identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications and appropriate PPE, these PPE and such medications shall be provided at no cost to the employee.

28.08 Pregnant employees will be accommodated as required under the *Human Rights Code* if, in the professional opinion of the employee's physician, the employee has medical restrictions or their pregnancy may be at risk. Such accommodations may include a reassignment where required in order for the Employer to meet its obligations under the *Human Rights Code*.

28.09 The Union agrees to endeavour to obtain full cooperation of its membership in the observation of all safety rules and practices.

ARTICLE 29 – TECHNOLOGICAL CHANGE

29.01 Technological change shall be defined as a change due to the introduction of equipment, materials or processes that are significantly different in nature to that previously utilized and may negatively affect employment status of one or more employees.

29.02 In the event that the Employer should introduce new equipment, materials or processes that require new or greater skills than presently possessed, the Employer shall provide the present employees with the training required. The Employer shall pay the cost of the training and the wages of the employees attending such training. The training provided for in this Article shall be given during the hours of work whenever possible.

29.03 The Employer shall give the Union a minimum of sixty (60) days' advance notice whenever possible of any planned technological change. The Employer and the Union will meet to discuss the technological change, the impact such change will have on the affected employees and will discuss means of minimizing the effect of the technological change on the affected employees.

ARTICLE 30 – GENERAL CONDITIONS

- 30.01 The Employer shall provide bulletin boards and an intranet tab on the CMHA website, which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to employees.
- 30.02 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered to reflect every Union member's preferred identity, as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.
- 30.03 It shall be the responsibility of each employee to keep the Employer advised of their address and telephone number and to notify the Employer in writing of any change of address and of any change of telephone number. The Employer shall have no responsibility to determine the correctness of the address or telephone number of any employee. The Employer shall be deemed to have complied with any notice requirement if such notice is sent by registered mail to the last address shown on the Employer's records for the employee involved.
- 30.04 All persons selected for a position with employment where they have direct client contact must meet the conditions specified in the Employer's medical examination form prior to starting employment. Any costs incurred by the employee will be reimbursed by the Employer.
- 30.05 (a) Whenever the Employer requires a medical assessment of an employee's ability to perform their work due to illness, injury or physical fitness, the Employer may require the employee to undergo a medical examination. Management agrees that they will cover the cost of the examination and will allow the employees to choose the treating practitioner. Management further agrees to notify the Union President prior to notifying the employee of this medical requirement.
- (b) Where, after receiving information from the employee's treating practitioner, the Employer determines that an independent medical examination is required, the Employer shall advise the Union President and provide the employee with three (3) names of treating practitioners to select from. The Employer will cover the cost of the examination. The employee shall suffer no loss of wages or benefits for the time spent to attend the examination.

INCLEMENT WEATHER

- 30.06 During inclement weather when offices remain open, but individual employees are unable to attend for work, report late or wish to leave early, employees may use vacation time or lieu time to be paid for the time for which they are absent. If the Employer closes the office, employees will be paid their regular day's pay.

When inclement weather is anticipated such that the Employer will not be opening the office for the day, employees will be notified by 7:00 am.

ARTICLE 31 – AUTOMOBILE ALLOWANCE

- 31.01 Every employee who is required by the Employer to provide their automobile for transportation while engaged on Employer related business shall be paid an automobile allowance in the amount of \$0.58 per kilometer.

- 31.02 (a) Mileage will be determined on actual mileage driven based on the most direct route. There will be no predetermined mileage set.
- (b) Where mileage is payable, it will be calculated from the employee's primary office or her home, whichever distance is shorter.

ARTICLE 32 – EMPLOYEE BENEFIT PLANS

- 32.01 The Employer shall provide each employee with a detailed Employee Benefit statement which outlines the benefits received, including sick leave and vacation credits, group life insurance, extended health and dental insurance, pension and all statutory benefits received by an employee. All employees aged 65 or older shall be entitled to benefits and privileges in the collective agreement, provided the benefit plan text rules permit employees over the age of 65 to remain eligible for each specific benefit. Where an employee has a change in their personal circumstances that involves adding a spouse or dependent to the plan, they should immediately advise Human Resources to ensure any timelines required by the carrier are met.
- 32.02 Should the Employer be notified of any increase(s) in the cost of employee shared benefits, the Employer agrees to consult with the Union to discuss how those increased costs are to be met, including the identification of alternate plans, and any other possible solutions in an effort to avoid any additional costs being incurred by the employees.

HEALTH BENEFITS – FULL TIME EMPLOYEES

- 32.03 (a) It is agreed that the Employer can change the carrier of any plan, provided that there is no reduction in benefits and provided that the Employer gives the Union not less than sixty (60) days' notice of such change, furnishes the Union with full particulars of the plan to be substituted and will meet with the Union Representatives to discuss and explain the change proposed. The Employer agrees to provide full-time and part-time employees the following benefits at 100% cost to the Employer:
- (i) Life insurance equal to two (2) times the employee's annual salary, maximum \$150,000.

AD & D pursuant to the provider's AD & D Base Plan as provided.
 - (ii) Pension plan contributions in the amount of 5% of the Employee's annual gross salary for those employees who opted out of the HOOPP. All other employees and the Employer will follow the guidelines mandated by HOOPP.
 - (iii) Optional life insurance (employee and spouse) is available at 100% cost to the employee and on approval of medical proof of good health by the insurer.
 - (iv) Dependent life insurance (spouse and children) is available at 100% cost to the employee, but is a mandatory benefit for any employee with dependents (spouse \$5,000 and children \$2,500).
 - (v) Enrolment in Basic Life, Dependent Life, Long-Term Disability, Health and Dental benefits is mandatory for full-time employees. Opting out of health and dental benefits is allowed only if employees have coverage through a spouse or another plan which is equal or better than the coverage provided under this plan.

- (b) The Employer agrees to pay 80% of the total cost of the premiums for extended health care benefits. Effective April 1, 2024, the Employer shall pay 100% of the total cost of the premiums. Extended Health Benefits are briefly outlined as follows with details provided by the carrier:
- (i) Hospital Benefits – private coverage; cost of necessary out-patient hospital care; private coverage in a convalescent hospital. Semi-private accommodations in a chronic care wing of a public hospital or chronic care hospital, \$3.00 per day up to one hundred and twenty (120) days.
 - (ii) Professional and Medical Care Services – ambulance for acute emergencies; in hospital services not covered under hospital benefits; diagnostic laboratory, x-ray and radiotherapy not connected with a hospital; oxygen; blood and blood products; physiotherapy up to a maximum of \$500 per year; private duty nursing up to a maximum of \$25,000 for any twelve (12) month period; dental treatment as a result of an accident; speech therapy up to a maximum of \$500 per year; licensed masseur to a maximum of \$500 per year; registered psychologist/registered psychotherapist/registered social work services, chiropractic, osteopath, podiatrist, chiropodist or naturopath service up to a maximum of \$500 per year after OHIP has reached its maximum; hearing aids up to a maximum of \$500 every five (5) years; rental of medical equipment.
 - (iii) Prescription Drug Plan - \$4.00 deductible per prescription; all drugs which are covered by law or by convention requiring a written prescription with generic drug benefit formulary; diabetic supplies, except swabs and rubbing alcohol; all injectables; extemporaneous compounds prepared by a pharmacist; oral contraceptive drugs; fertility drugs with a lifetime maximum of \$2,400.
 - (iv) Out of Province Benefit – including hospital, ambulance, splints, assistive devices, private duty nurse, emergency dental treatment and economy airfare home following treatment, limited to sixty (60) days per trip and \$1,000,000 per calendar year for emergencies.
- (c) The Employer agrees to cover 80% of the premium cost for dental coverage as follows with full details provided by the carrier (effective April 1, 2024, the Employer shall cover 100% of the cost):
- (i) 100% reimbursement of basic dental services (Level 1); 100% reimbursement for supplementary basic services such as selected oral surgical and endodontic procedures, and periodontal services (Level II); 50% reimbursement for major restorative services including dentures (Level III and IV); 50% reimbursement for orthodontic services up to a life-time maximum of \$1,500 per person (Level V). There is a \$2,000 per calendar year combined maximum for Level I, II, III and Level IV.
- (d) The employee will pay 100% of the premium for Long Term Disability insurance.
- (e) The Employer agrees to cover 80% of the premium cost for vision care coverage as follows (effective April 1, 2024, the Employer shall cover 100% of the cost):
- (i) \$250 coverage for twenty-four (24) months;
 - (ii) Family coverage includes dependents;

- (iii) Coverage for full eye exams.
- (f) The Employer agrees to pay 100% of the cost of an Employee Assistance Program, as recommended by the Employer and Union Representatives.

HEALTH BENEFITS – PART-TIME EMPLOYEES

32.04 Regular part-time employees, as defined in this Agreement, shall, wherever eligible, be entitled to purchase benefits available to regular full-time employees on a pro-rata basis in accordance with hours worked.

WORKPLACE SAFETY AND INSURANCE BOARD

32.05 An employee prevented from performing their regular work with the Employer due to an occupational injury, accident or illness that has applied for Workplace Safety and Insurance Board Benefits may continue to receive their regular rate of pay by first utilizing their sick leave credits, then receiving short term disability with a top up by the Employer to 100% of the Employee's earnings drawn from the Employee's sick leave credits until such time as their claim is approved by Workplace Safety and Insurance Board. The employee shall make arrangements with the Employer regarding the use of sick leave credits prior to the use of these credits. In the event that WSIB subsequently grants the claim and the employee had utilized their sick leave credits, the Employee will have the option to pay the equivalent to have the sick leave credits reinstated.

ARTICLE 33 - INTEGRATIONS/RATIONALIZATION/MERGER

33.01 In the event of a health service integration or rationalization or merger with another service provider the Employer and the Union agree to comply with PSLRTA and be guided by the following principles:

- a) The Employer shall advise the Union and schedule a Labour Management Relations Committee meeting at least fourteen (14) calendar days prior to a decision being made of any reorganization plans which impact on the bargaining unit relating to the rationalization/integration/merger of services.
- b) If services are to be reduced, transferred or eliminated as the result of rationalization or integration or merger Article 16 shall apply.

Nothing in the foregoing shall be deemed to limit or restrict the rights under the Labour Relations Act, 1995, the Local Health System Integration Act or the Public Sector Labour Relations Transition Act, 1997, as may be amended from time to time.

ARTICLE 34 – COPIES OF AGREEMENT

34.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print, sufficient copies of the Agreement and post an electronic version on the Employer's intranet within thirty (30) days of signing. The cost of printing shall be borne equally between the Union and the Employer.

ARTICLE 35 – TERM OF AGREEMENT

- 35.01 The term of this Agreement shall be from October 1, 2022 to March 31, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires to revise or amend the Collective Agreement.
- 35.02 Any changes deemed necessary to the Agreement may be made by mutual agreement of the parties at any time during the existence of this Agreement.
- 35.03 Either party desiring to propose changes to this Agreement shall, within ninety (90) days prior to the termination date, give notice in writing to the other party of its desire to revise or amend the Agreement.
- 35.04 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force until a new Agreement is signed, or the right to strike or lock-out occurs whichever occurs first.

SCHEDULE "A" – WAGES

The Employer agrees to implement the Pay Equity Plan agreed upon by the parties on November 15, 1994 in accordance with the *Pay Equity Act* and its regulations.

The salary grid is identified as follows:

CUPE Local 3740
Effective October 1, 2022 - 1% Increase

Job Grade	Point Ratings	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Job Rate
1			Hourly						
			Annual						
2	221-250		Hourly	19.75	20.54	21.37	22.22	23.11	24.03
			Annual	35,938	37,374	38,890	40,443	42,052	43,742
3	251-280		Hourly	20.64	21.46	22.25	23.21	24.13	25.12
			Annual	37,569	39,064	40,498	42,247	43,918	45,724
4	281-310	Team Assistant, Administration Team Assistant (Bilingual Reception, Reception Back-Up, Medical, Privacy Designate, EI & MHS Support)	Hourly	21.84	22.70	23.63	24.56	25.55	26.55
			Annual	39,744	41,316	43,004	44,694	46,499	48,325
5	311-340	Landlord Engagement Support Worker, Bookkeeper, Intake Clerk - Youth Hub,	Hourly	23.75	24.70	25.69	26.72	27.78	28.89
			Annual	43,217	44,947	46,753	48,636	50,558	52,578
6	341-370	RPN-Foot Care, Life Skills Worker - EI, Bilingual Data Administrator, Residential Support Worker - Safe Beds, Payroll Specialist, Financial Analyst, Outreach Worker - MOST, Peer Support Worker (Safe Beds, Recovery & Wellness College, Youth Hub, Bereavement Groups)	Hourly	29.20	30.18	31.21	32.27	33.38	34.54
			Annual	53,140	54,925	56,809	58,732	60,750	62,866
7	371-400	Senior Financial Analyst, RPN - CHC, RPN - Footcare, Vocational Maintenance Support Worker	Hourly	31.12	32.16	33.24	34.39	35.55	36.79
			Annual	56,635	58,537	60,499	62,596	64,693	66,963
8	401-430	Mental Health and Addictions Worker - FRP, CSW - Geriatric MH Outreach, CSW - Justice Case Management, CSW - Dual Diagnosis, Supportive Housing Case Manager (Independence, Justice, Youth, Universal), RPN Case Manager - EI, Health Promoter, Bilingual Mental Health and Addictions Worker - FRP	Hourly	33.17	34.29	35.46	36.68	37.92	39.24
			Annual	60,363	62,402	64,536	66,751	69,021	71,410
9	431-460	Intake Worker, Bilingual Intake Worker, Intake Worker - Hospital Referrals, CTO Coordinator, CTO Case Manager, CSW - Court Support & Release from Custody, Dietitian, RN Case Manager-EI, MHS Coverage Worker, Bilingual MH Educator, Family Support & Educator-EI, Mental Health Navigator - City of Windsor, Mental Health Educator, Bilingual MH & Addictions Counsellor - Youth Hub, MH & Addictions Counsellor - Youth Hub, Occupational Therapist - EI, Workplace Outreach Worker	Hourly	35.14	36.33	37.58	38.88	40.23	41.61
			Annual	63,956	66,129	68,401	70,768	73,215	75,738
10	461-490	Therapist (CHC & Mental Health), Mental Health Counsellor & Educator - St. Clair College, Therapist - Children & Youth	Hourly	37.25	38.51	39.84	41.22	42.64	44.11
			Annual	67,791	70,096	72,504	75,014	77,609	80,284

Note: The following positions have grandfathered incumbents who remain at their current Band Level by the JJE Arbitration award dated February 24, 2015. Addictions Support Worker (2 incumbents-Band 7) Vocational Maintenance Support Worker (1 incumbent-Band 8) Landlord Engagement Worker (1 incumbent -Band 6) Any incumbents to these positions after February 18, 2015 will be paid per the above pay grid.
Grid represents positions evaluated by the JJE Committee as of ratification-November 29, 2023. All position grades are subject to the JJE Maintenance Manual terms and conditions.

CUPE Local 3740
Effective April 1, 2023 - 3.5% Increase

Job Grade	Point Ratings	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Job Rate
1			Hourly						
			Annual						
2	221-250		Hourly	20.44	21.25	22.12	23.00	23.91	24.88
			Annual	37,196	38,682	40,251	41,859	43,524	45,273
3	251-280		Hourly	21.36	22.21	23.03	24.03	24.98	26.00
			Annual	38,884	40,431	41,915	43,726	45,455	47,324
4	281-310	Team Assistant, Administration Team Assistant (Bilingual Reception, Reception Back-Up, Medical, Privacy Designate, EI & MHS Support)	Hourly	22.60	23.50	24.46	25.42	26.44	27.48
			Annual	41,135	42,762	44,509	46,258	48,127	50,017
5	311-340	Bookkeeper, Intake Clerk - Youth Hub,	Hourly	24.58	25.56	26.59	27.66	28.75	29.90
			Annual	44,729	46,520	48,389	50,338	52,327	54,418
6	341-370	RPN-Foot Care, Life Skills Worker - EI, Bilingual Data Administrator, Residential Support Worker - Safe Beds, Payroll Specialist, Financial Analyst, Outreach Worker - MOST, Peer Support Worker (Safe Beds, Recovery & Wellness College, Youth Hub, Bereavement Groups), Landlord Engagement Support Worker	Hourly	30.22	31.23	32.31	33.40	34.55	35.75
			Annual	55,000	56,847	58,798	60,787	62,877	65,067
7	371-400	Senior Financial Analyst, RPN - CHC, RPN - Footcare, Vocational Maintenance Support Worker	Hourly	32.21	33.29	34.40	35.60	36.79	38.08
			Annual	58,617	60,585	62,616	64,787	66,957	69,307
8	401-430	Mental Health and Addictions Worker - FRP, CSW - Geriatric MH Outreach, CSW - Justice Case Management, CSW - Dual Diagnosis, Supportive Housing Case Manager (Independence, Justice, Youth, Universal), RPN Case Manager - EI, Health Promoter, Bilingual Mental Health and Addictions Worker - FRP	Hourly	34.33	35.49	36.70	37.96	39.25	40.61
			Annual	62,475	64,586	66,795	69,087	71,437	73,909
9	431-460	Intake Worker, Bilingual Intake Worker, Intake Worker - Hospital Referrals, CTO Coordinator, CTO Case Manager, CSW - Court Support & Release from Custody, Dietitian, RN Case Manager-EI, MHS Coverage Worker, Bilingual MH Educator, Family Support & Educator-EI, Mental Health Navigator - City of Windsor, Mental Health Educator, Bilingual MH & Addictions Counsellor - Youth Hub, MH & Addictions Counsellor - Youth Hub, Occupational Therapist - EI, Workplace Outreach Worker	Hourly	36.37	37.61	38.90	40.24	41.64	43.07
			Annual	66,195	68,443	70,795	73,245	75,777	78,389
10	461-490	Therapist (CHC & Mental Health), Mental Health Counsellor & Educator - St. Clair College, Therapist - Children & Youth	Hourly	38.55	39.86	41.23	42.66	44.14	45.66
			Annual	70,164	72,549	75,041	77,639	80,326	83,094

Note: The following positions have grandfathered incumbents who remain at their current Band Level by the JJE Arbitration award dated February 24, 2015. Addictions Support Worker (2 incumbents-Band 7) Vocational Maintenance Support Worker (1 incumbent-Band 8) Landlord Engagement Worker (1 incumbent -Band 6) Any incumbents to these positions after February 18, 2015 will be paid per the above pay grid.
Grid represents positions evaluated by the JJE Committee as of ratification-November 29, 2023. All position grades are subject to the JJE Maintenance Manual terms and conditions.

CUPE Local 3740
Effective April 1, 2024 - 2% Increase

Job Grade	Point Ratings	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Job Rate
1			Hourly						
			Annual						
2	221-250		Hourly	20.85	21.68	22.56	23.46	24.39	25.37
			Annual	37,940	39,456	41,056	42,696	44,395	46,179
3	251-280		Hourly	21.79	22.66	23.49	24.51	25.47	26.52
			Annual	39,662	41,240	42,754	44,600	46,364	48,271
4	281-310	Team Assistant	Hourly	23.05	23.97	24.94	25.92	26.97	28.03
			Annual	41,957	43,617	45,399	47,183	49,089	51,017
5	311-340	Landlord Engagement Support Worker, Bookkeeper, Administration Team Assisstant (Bilingual Reception, Reception Back-Up, Medical, Privacy Designate, EI & MHS Support), Intake Clerk - Youth Hub	Hourly	25.07	26.07	27.12	28.21	29.33	30.50
			Annual	45,624	47,451	49,357	51,345	53,374	55,506
6	341-370	Life Skills Worker - EI, Bilingual Data Administrator, Residential Support Worker - Safe Beds, Financial Analyst, Outreach Worker - MOST, Peer Support Worker (Safe Beds, Recovery & Wellness College, Youth Hub, Bereavement Groups), Landlord Engagement Support Worker	Hourly	30.82	31.86	32.95	34.07	35.24	36.47
			Annual	56,100	57,984	59,974	62,003	64,134	66,368
7	371-400	Senior Financial Analyst, Financial Analyst, RPN - CHC, Outreach Worker - Youth Hub, Life Skills Worker - EI, RPN-Foot Care	Hourly	32.85	33.95	35.09	36.31	37.53	38.84
			Annual	59,789	61,797	63,869	66,082	68,296	70,693
8	401-430	Mental Health and Addictions Worker - FRP, Vocational Maintenance Support Worker, CSW - Geriatric MH Outreach, CSW - Justice Case Management, CSW - Dual Diagnosis, Supportive Housing Case Manager (Independence, Justice, Youth, Universal), RPN Case Manager - EI, Outreach Worker - MOST	Hourly	35.01	36.20	37.43	38.72	40.04	41.42
			Annual	63,725	65,878	68,131	70,469	72,866	75,388
9	431-460	Intake Worker, Bilingual Intake Worker, Intake Worker - Hospital Referrals, CTO Coordinator, CTO Case Manager, CSW - Court Support & Release from Custody, Dietitian, RN Case Manager-EI, MHS Coverage Worker, Bilingual MH Educator, Family Support & Educator-EI, Mental Health Navigator - City of Windsor, Community Outreach Coordinator, Mental Health Educator, Bilingual Mental Health and Addictions Worker - FRP, Bilingual MH & Addictions Counsellor - Youth Hub, MH & Addictions Counsellor - Youth Hub	Hourly	37.10	38.36	39.68	41.05	42.47	43.93
			Annual	67,519	69,812	72,211	74,709	77,293	79,956
10	461-490	Therapist (CHC & Mental Health), Mental Health Counsellor & Educator - St. Clair College, Workplace Outreach Worker, Occupational Therapist - EI, Therapist - Children & Youth	Hourly	39.32	40.66	42.06	43.51	45.02	46.57
			Annual	71,567	74,000	76,542	79,192	81,932	84,756

Note: The following positions have grandfathered incumbents who remain at their current Band Level by the JJE Arbitration award dated February 24, 2015. Addictions Support Worker (2 incumbents-Band 7) Vocational Maintenance Support Worker (1 incumbent-Band 8) Landlord Engagement Worker (1 incumbent -Band 6) Any incumbents to these positions after February 18, 2015 will be paid per the above pay grid.

Grid represents positions evaluated by the JJE Committee as of ratification-November 29, 2023. All position grades are subject to the JJE Maintenance Manual terms and conditions.

CUPE Local 3740
Effective April 1, 2025 - 2% Increase

Job Grade	Point Ratings	Job Title		Step 1	Step 2	Step 3	Step 4	Step 5	Job Rate
1			Hourly						
			Annual						
2	221-250		Hourly	21.26	22.11	23.01	23.93	24.88	25.88
			Annual	38,698	40,245	41,877	43,550	45,283	47,102
3	251-280		Hourly	22.23	23.11	23.96	25.00	25.98	27.05
			Annual	40,455	42,064	43,609	45,492	47,291	49,236
4	281-310	Team Assistant	Hourly	23.51	24.44	25.44	26.44	27.51	28.59
			Annual	42,796	44,490	46,307	48,127	50,071	52,038
5	311-340	Landlord Engagement Support Worker, Bookkeeper, Administration Team Assisstant (Bilingual Reception, Reception Back-Up, Medical, Privacy Designate, EI & MHS Support), Intake Clerk - Youth Hub	Hourly	25.57	26.59	27.66	28.78	29.91	31.11
			Annual	46,537	48,400	50,344	52,371	54,441	56,616
6	341-370	Addictions Specialist - Safe Beds, RPN-Foot Care, Life Skills Worker - EI, Bilingual Data Administrator, Residential Support Worker - Safe Beds, Peer Support Worker (Safe Beds, Recovery & Wellness College, Youth Hub, Bereavement Groups)	Hourly	31.44	32.50	33.61	34.75	35.94	37.20
			Annual	57,222	59,144	61,173	63,243	65,417	67,695
7	371-400	Senior Financial Analyst, Financial Analyst, RPN - CHC, Outreach Worker - Youth Hub	Hourly	33.51	34.63	35.79	37.04	38.28	39.62
			Annual	60,985	63,033	65,146	67,404	69,662	72,107
8	401-430	Mental Health and Addictions Worker - FRP, Vocational Maintenance Support Worker, CSW - Geriatric MH Outreach, CSW - Justice Case Management, CSW - Dual Diagnosis, Supportive Housing Case Manager (Independence, Justice, Youth, Universal), RPN Case Manager - EI, Outreach Worker - MOST	Hourly	35.71	36.92	38.18	39.49	40.84	42.25
			Annual	64,999	67,195	69,493	71,878	74,323	76,895
9	431-460	Intake Worker, Bilingual Intake Worker, Intake Worker - Hospital Referrals, CTO Coordinator, CTO Case Manager, CSW - Court Support & Release from Custody, Dietitian, RN Case Manager-EI, MHS Coverage Worker, Bilingual MH Educator, Family Support & Educator-EI, Mental Health Navigator - City of Windsor, Community Outreach Coordinator, Mental Health Educator, Bilingual Mental Health and Addictions Worker - FRP, Bilingual MH & Addictions Counsellor - Youth Hub, MH & Addictions Counsellor - Youth Hub	Hourly	37.84	39.13	40.47	41.87	43.32	44.81
			Annual	68,869	71,208	73,655	76,204	78,839	81,556
10	461-490	Therapist (CHC & Mental Health), Mental Health Counsellor & Educator - St. Clair College, Workplace Outreach Worker, Occupational Therapist - EI, Therapist - Children & Youth	Hourly	40.11	41.47	42.90	44.38	45.92	47.50
			Annual	72,999	75,480	78,073	80,776	83,571	86,451

Note: The following positions have grandfathered incumbents who remain at their current Band Level by the JJE Arbitration award dated February 24, 2015. Addictions Support Worker (2 incumbents-Band 7) Vocational Maintenance Support Worker (1 incumbent-Band 8) Landlord Engagement Worker (1 incumbent -Band 6) Any incumbents to these positions after February 18, 2015 will be paid per the above pay grid.
Grid represents positions evaluated by the JJE Committee as of ratification-November 29, 2023. All position grades are subject to the JJE Maintenance Manual terms and conditions.

MEMORANDUM OF AGREEMENT

between

CANADIAN MENTAL HEALTH ASSOCIATION
WINDSOR-ESSEX COUNTY BRANCH

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3740

RE: REVIEW SERVICES FILE NO. 04.15674

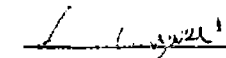
The parties agree that pursuant to


- The memorandum of agreement dated January 24, 2003 and;
- Section 9 (3) of the *Pay Equity Act*

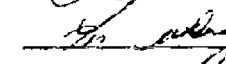
1. Each bargaining unit employee hired prior to October 5, 2001 will progress through each step in the Collective Agreement salary grid on January 1st each year until reaching job rate.
2. Each bargaining unit employee hired after October 5, 2001 will progress through each step in the Collective Agreement salary grid on their respective anniversary date of hire each year until reaching job rate.
3. All bargaining unit employees' salaries and positions upon the salary grid shall be adjusted from January 1, 2004.
4. Retroactive payments shall be made to all affected employees no later than four weeks after the signing of this agreement between parties, and by separate cheque. All payment schedules shall be reviewed and approved by both parties prior to issuing these cheques.
5. Pay equity adjustments and movement upon the salary grid shall not be interrupted by Collective Bargaining.
6. The parties acknowledge and agree that Pay Equity must be maintained.

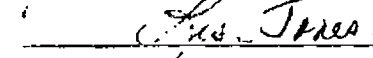
Dated at Windsor, Ontario this 1st day of February, 2024

FOR THE EMPLOYER

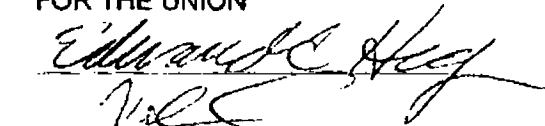





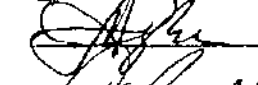





FOR THE UNION









LETTER OF UNDERSTANDING

between

CANADIAN MENTAL HEALTH ASSOCIATION
WINDSOR-ESSEX COUNTY BRANCH

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3740

RE: KATHY MASSONG

The parties agree that Kathy Massong was granted benefits, including vacation, sick leave, pension and long-term disability, prorated at the time she was hired.

The Employer agrees to continue to recognize the benefits for this employee only, as if she is a full-time employee, on the understanding that this accommodation is being made on a without prejudice basis.

Dated at Windsor, Ontario this 15th day of February, 2024

FOR THE EMPLOYER

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FOR THE UNION

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LETTER OF UNDERSTANDING

between

CANADIAN MENTAL HEALTH ASSOCIATION
WINDSOR-ESSEX COUNTY BRANCH

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3740

RE: JOINT JOB EVALUATION

During 2018 collective bargaining, the parties had discussions regarding the use of the Joint Job Evaluation Maintenance Manual agreed to by the Union and the Employer in April 2017. The parties agree to use this Maintenance Manual and Terms of Reference for future Joint Job Evaluations.

Dated at Windsor, Ontario this 13th day of February, 2024

FOR THE EMPLOYER

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FOR THE UNION

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LETTER OF UNDERSTANDING

between

CANADIAN MENTAL HEALTH ASSOCIATION
WINDSOR-ESSEX COUNTY BRANCH

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3740


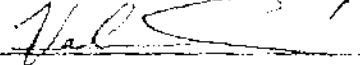
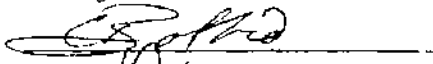
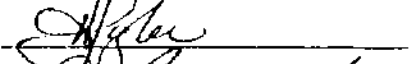

RE: FUNDING INCREASES

It is understood that the Employer will assign any specified wage increases received from the funders for bargaining unit positions directly to the bargaining unit wage rates subject to any guidelines or restrictions outlined by the funders. In addition, any such increases must be able to be applied to all positions within a pay grade. The Employer will schedule a Labour-Management Relations Committee meeting to discuss the wage increase prior to distribution.

Dated at Windsor, Ontario this 14 day of February, 2024

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

between

CANADIAN MENTAL HEALTH ASSOCIATION
WINDSOR-ESSEX COUNTY BRANCH

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3740

RE: WAGE REOPENER

In the event that the Employer receives a 5% increase to base funding in the 2024-2025 and/or 2025-2026 fiscal year, the Employer shall further increase the wages in Schedule A by a 0.5%.

Dated at Windsor, Ontario this 15th day of February, 2024

FOR THE EMPLOYER

FOR THE UNION

signed

for

[Signature]

[Signature]

C. Garrett