

# **COLLECTIVE AGREEMENT**

Between

Canadian Union of Public Employees

Local 4321

(The “Union”)

and

The Canadian Mental Health Association

Champlain East Branch

(The “Employer”)

**In effect: March 31, 2024**

**Expires: April 1, 2027**

*mb/cope-sepb 491* 

**\*\*\* INDEX \*\*\***

GLOSSARY OF TERMS .....	1
ARTICLE 1 - PREAMBLE .....	2
ARTICLE 2 - MANAGEMENT RIGHTS .....	3
ARTICLE 3 - RECOGNITION .....	3
ARTICLE 4 - DISCRIMINATION .....	4
ARTICLE 5 - UNION SECURITY .....	4
ARTICLE 6 - INFORMATION TO NEW EMPLOYEES .....	5
ARTICLE 7 - LABOUR-MANAGEMENT RELATIONS .....	5
ARTICLE 8 - GRIEVANCE PROCEDURE .....	7
ARTICLE 9 - ARBITRATION .....	9
ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISCHARGE.....	9
ARTICLE 11 - SENIORITY .....	11
ARTICLE 12 - PROMOTIONS AND STAFF CHANGES.....	12
ARTICLE 13 - LAYOFFS AND RECALLS .....	14
ARTICLE 14 - HOURS OF WORK .....	14
ARTICLE 15 - OVERTIME.....	15
ARTICLE 16 – STATUTORY HOLIDAYS and FLOATERS .....	16
ARTICLE 17 - VACATIONS .....	17
ARTICLE 18 - SICK LEAVE PROVISIONS .....	18
ARTICLE 19 - LEAVE OF ABSENCE.....	21
ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES .....	25
ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION.....	26
ARTICLE 22 - FRINGE BENEFITS .....	27
ARTICLE 23 - HEALTH AND SAFETY.....	29
ARTICLE 24 - JOB SECURITY.....	29
ARTICLE 25 - GENERAL CONDITIONS .....	29
ARTICLE 26 - DISTRIBUTION OF AGREEMENT.....	30

ARTICLE 27 - TERM OF AGREEMENT ..... 30  
ARTICLE 28 - ATTENDANCE DURING INCLEMENT WEATHER ..... 31  
SCHEDULE "A" ..... 32  
LETTER OF UNDERSTANDING: Flexible Work Arrangements ..... 34  
LETTER OF UNDERSTANDING: Team Lead ..... 35

## **GLOSSARY OF TERMS**

CUPE: Canadian Union of Public Employees

EI: Employment Insurance

ESA: Ministry of Labour, Employment Standards Act in Ontario

H&S Committee: The Branch's Joint Health & Safety Committee

H&S Program: The Branch's Health & Safety Program available to all Staff

Home Base Office: An office to which an employee is assigned

HRIS: Human Resource Information System

LTD: Long Term Disability

**HR Manager: Human Resources Manager** or designate

OHRC: Ontario Human Rights Commission

OHSA: Ministry of Labour, Occupational Health & Safety Act in Ontario

RTW: Return to Work

Spouse: A live in companion/partner of either sex

Supervisor: Immediate supervisor or designate

The Employer: Executive Director, **HR Manager** or designate

The Union: President, Secretary, Steward or Designate

## ARTICLE 1 - PREAMBLE

1.01 It is the desire of both parties of this agreement:

- (1) to maintain and improve the harmonious relations and to settle conditions of employment between the Employer and the Union;
- (2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (3) to encourage efficiency in operation;
- (4) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union;
- (5) that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

1.02 Categories of Employment

### Permanent Full-Time

Regular full-time employees are those who are employed on a continuing basis and are scheduled to work the standard thirty-five hours (35) per week.

### Permanent Part-Time

Part time employees are those who are employed on a continuing basis and are scheduled to work less than thirty-five (35) hours per week.

### Casual

Casual employees are those employed on a strictly "as required" basis.

### Contract

Contract employees are those employed on either a project or time-specific basis and the hours of work and all other terms and conditions of employment are negotiated and formally recorded in a contractual agreement between the Branch and employee. Contracts cannot exceed one year but may be renewed.

1.04 Definition of Days

Whenever the word "day" is used on its own, it shall be defined as a calendar day.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **2.01 Management Rights**

The Union recognizes and acknowledges that the management of the Branch's operations and direction of the employees are fixed exclusively in the Branch and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Branch to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, layoff, and suspend employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority, that they have been discharged or otherwise disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- (d) decide the nature and kind of business conducted by the Branch, the kinds and locations of operations, the methods and techniques of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Branch except as specifically limited by the express provisions of this Agreement.

## **ARTICLE 3 - RECOGNITION**

3.01 The employer recognizes the Canadian Union of Public Employees and its Local 4321 as the sole and exclusive bargaining agent for all employees of the Canadian Mental Health Association – Champlain East employed in the United Counties of Stormont, Dundas and Glengarry and United Counties of Prescott and Russell, save and except supervisors, persons above the rank of supervisor, the Executive Assistant, students employed during school vacation period.

### **3.02 Other Agreement**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives that may conflict with the terms of this collective agreement without Union consent in writing.

### **3.03 Work of the Bargaining Unit**

Employees whose jobs are not in the bargaining unit shall not perform any bargaining unit work where such performance would reduce the hours of work or pay of any employee.

3.04 Correspondence

Correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Executive Director or designate to the Union President, electronically to the Union Secretary. Letters of discipline shall be forwarded **electronically** to the Union President and Secretary or designate.

**ARTICLE 4 - DISCRIMINATION**

- 4.01 The Employer and the Union agree that there shall be no discrimination, **including adverse effect discrimination**, interference, restriction or coercion exercised on employees concerning hiring, wages, training, upgrading, promotions, transfers, layoffs, recalls, discipline, discharges, by reason of disability, race, creed, colour, ethnic origin, political or religious affiliations, gender identity, sexual orientation, marital status, nor by reason of their membership or activities in the Union or for any other reason.

The Union agrees that there shall be no Union-related activity on the Employer's premises during the employees' working hours except as otherwise agreed in this agreement; the Employer may take disciplinary action for any violation of this provision.

4.02 Personal Harassment

Harassment means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome.

Harassment can be either psychological or physical or it can be a combination of both. It is any behavior, whether deliberate or negligent which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual, and adversely affects the working environment.

Where the alleged harasser is the person who would normally deal with any of the steps of the grievance, the grievance shall automatically be sent forward to the next step of the grievance procedure.

The Union and Employer agree that the workplace harassment policy shall be administered as per CMHA's Personnel Policies.

4.03 Workplace Violence Policy

The Union and Employer agree that workplace violence policy shall be administered as per CMHA's Personnel Policies.

**ARTICLE 5 - UNION SECURITY**

5.01 Union Members

Any employee who is a member, or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership in good standing.

5.02 Membership Dues

The Employer shall deduct from each employee in the bargaining unit union dues, initiation fees and other levies in accordance with the Union constitution and/or by-laws.

5.03 Deductions

Deductions shall be made from the payroll of every employee in the bargaining unit every pay period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a list of the employees' names, the amount of deductions for each employee and total monthly regular wages paid to each employee during the month. The rate of deduction is specified in Local 4321 By-Laws. The Union will notify the Employer of any changes.

In consideration of the deduction and remittance of the dues to the Union by the Employer, the Union agrees to indemnify and compensate the Employer against all claims and to release it of all responsibilities following the application of this article.

## **ARTICLE 6 - INFORMATION TO NEW EMPLOYEES**

6.01 New Employees

The Employer agrees to inform each new employee of the fact that a collective agreement is in effect, to supply these employees with a copy of the collective agreement at the start of employment and to inform the said employee with the names of the stewards.

The steward concerned shall be permitted to meet with the new employee during lunch break in order to acquaint the employee with their rights.

## **ARTICLE 7 - LABOUR-MANAGEMENT RELATIONS**

7.01 Representation

The Union will provide the Executive Director or designate with the names of the individuals authorized to represent the Union. Similarly, the Employer will, if requested, supply the Union with a list of its' supervisory or other personnel with whom the Union may be required to transact business.

7.02 Negotiating Committee

The Union shall appoint two (2) members and one (1) alternate member to a negotiating committee whose duties will be to negotiate, renew or amend a collective agreement with the Employer.

7.03 Representatives of the Canadian Union of Public Employees

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises upon the approval of the

Employer in order to investigate and assist in the settlement of a grievance. Approval shall not be unreasonably withheld.

7.04 Meeting of Negotiating Committee

If either party wishes to call a meeting of the committee, the meeting shall be held at a time and place fixed by mutual agreement.

7.05 Time Off for Joint Meetings

(a) Any representative of the Union who sits on the negotiating, grievance, labour-management or any other joint committees or joint meetings with the Employer has the right to attend those meetings with the Employer held during their working hours without loss of wages and benefits and with accumulation of seniority and service, up to but not including time spent at conciliation or in any negotiations after the conciliation date and up to but not including any time spent preparing for or attending at arbitrations or mediations.

(b) Wages for preparation time required by Union members of committees stipulated in 7.05(a), during which time such members are absent from work as approved by the Employer, shall be reimbursed to the Employer by the Union within thirty (30) days following the issuance of an invoice by the Employer. Such approval shall not be unreasonably withheld. Seniority and service shall continue to accumulate during any other preparation time required by Union members of committees stipulated in 7.05(a), during which time such members are absent from work as approved by the Employer.

7.06 Employer/Union Relations Committee

The Employer will acknowledge the Employer/Union Relations' Committee which will be made up of a maximum of two (2) representatives of the Union and of two (2) representatives of the Employer.

The committee's purpose will be to discuss different topics of common interest. A meeting shall be held no less than every six (6) months. Other meetings may be held as agreed by the parties. A convening notice can be issued by either party and should express the subjects to be discussed.

It is understood that all topics considered during that meeting cannot change or modify the intention or interpretation of the articles already existing in the collective agreement.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.01 Election of Stewards**

The Union shall have a maximum of two (2) stewards or designate whose duties shall be to represent and assist any employee in preparing and in presenting their grievance in accordance with the grievance procedure.

### **8.02 Name of Stewards**

The Union shall notify the Executive Director or designate in writing of the name of each steward before the Employer shall be required to recognize them. Should a Steward be absent, the President shall represent the Union and notify the Employer in advance.

### **8.03 Permission to Leave Work**

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and representing the grievor as provided for in this article. The Union understands and agrees that each steward is employed to perform full-time work for the Employer and that the employee will not leave their work during working hours, except to perform their duties under this agreement. Therefore, no steward shall leave their work without obtaining permission from their supervisor; such permission shall not be unreasonably withheld.

### **8.04 Right to have a Steward or designate Present**

Employees shall have the right to Steward or designate representation at any step of the grievance procedure as set out below. Disciplinary interviews with the employee which the Employer intends to result in discipline procedure (article 10.08), suspensions or discharge, will not be conducted without first notifying the Union and/or the employee in advance, in order that the employee may contact their Steward or designate to be present. Prior to meeting with the Employer, reasonable opportunity shall be allotted for the Steward or designate to meet with the employee.

### **8.05 Definition of Grievance**

A grievance is defined as a dispute between the Employer and one or several of its employees concerning the interpretation and application of the terms of the collective agreement or an allegation by either of the parties that the agreement is misinterpreted or violated.

### **8.06 Settling of Grievances**

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1:

Before a complaint is reduced to a written grievance, the aggrieved employee will, within five (5) working days of the occurrence that gave rise to the grievance, request a meeting with their immediate supervisor to discuss the grievance. The supervisor will, within five (5) working days of receiving the request for a meeting, meet with the employee and endeavour to settle the grievance. The supervisor's decision with respect to the grievance will be communicated to the employee within three (3) working days of the meeting.

Step 2

If the aggrieved employee does not agree with their immediate supervisor, the employee shall refer the case to their steward. The steward shall present a written grievance indicating the nature of the grievance and the redress sought to the Executive Director or their designate within five (5) working days of the supervisor's decision. The Executive Director shall have ten (10) working days to convene a meeting with the steward, grievor, union representative and the supervisor concerned to attempt to reach a settlement. The Executive Director shall render a decision in writing to the Union within three (3) working days from the date of the meeting. If the aggrieved employee is a direct family member of the Executive Director or their designate, the Governance Committee of the Board of Directors shall respond to the grievance at this stage.

Step 3

When the aggrieved employee is not satisfied that the grievance has been fairly settled in Step 2, the employee may, within five (5) working days of receiving the Executive Director's decision, submit the grievance in writing to the Governance Committee. The Governance Committee, after carrying out such enquiries and investigations as it deems appropriate, will consider the grievance and inform the aggrieved employee and the Union in writing of its decision within twenty (20) working days of receiving the grievance.

Where an aggrieved employee who reports directly to the Executive Director is not satisfied that the grievance has been fairly settled at Step 1, the employee may proceed directly to Step 3.

8.07 Supplementary Agreements

Supplementary agreements, when duly signed by both parties, shall form part of this agreement and shall be subject to the grievance and arbitration procedure.

8.08 Failure to Act Within Time Limits

Time limits in the grievance procedure are mandatory. Any discussions or meetings will be scheduled at mutually agreeable times. The grievance is deemed withdrawn if the Union or grievor doesn't process the grievance to the next step within the time specified or agreed. The grievance shall be deemed to be referred to the next step if the Employer fails to process the grievance within the specified or agreed time limits. Section 48(16) of the Ontario *Labour Relations Act* does not apply.

8.09 Policy Grievance

Where a grievance involves a question of general application or interpretation, or the Union or management has a grievance, such a grievance may be submitted directly to Step 2 of the grievance procedure, within ten (10) calendar days following the occurrence of the event causing the said grievance.

8.10 Group Grievance

The Union and its' representatives have the right to originate a grievance on behalf of a group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such grievance shall commence at Step 2 and the Executive Director shall render a decision in writing within ten (10) working days after receipt of the grievance.

8.11 Witnesses

All reasonable arrangements will be made to permit the conferring parties to have access to the Employer's premises to view any working condition which may be relevant to the settlement of the grievance.

8.12 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the Parties.

**ARTICLE 9 - ARBITRATION**

9.01 Arbitrator

When either party requests that a grievance be submitted to an arbitrator, the request shall be made by registered mail, addressed to the other party to this agreement. The two (2) parties shall then communicate to select an arbitrator.

9.02 Expenses of the Arbitrator

Each party shall pay:

- (1) one half (½) of the fees and expenses of the arbitrator;
- (2) the Union shall reimburse the Employer within thirty (30) calendar days from the date of receiving the invoice for the salary and benefits for employees' time in attendance at the arbitration plus any other expenses of its witnesses.

**ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISCHARGE**

10.01 Discipline, Suspension and Discharge

When an employee is discharged, suspended or disciplined the employee shall be given the reason in the presence of their Steward if available or a witness if the employee so desires. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge, discipline or suspension.

10.02 Omission of Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged, suspended or disciplined, shall be entitled to a hearing under Article 8 of the grievance procedure. Step 1 of the grievance procedure shall be omitted in such cases.

10.03 Clearing of Record

In matters of discipline, the Employer shall not be entitled to consider disciplinary measures after a period of twelve (12) months, provided that no other offence has occurred during that period.

10.04 Access to File

Employees, upon reasonable notice, shall have access to their own personnel file within ten (10) working days from the request being made.

10.05 Termination

An employee shall be terminated in the event that:

- (1) **they** are discharged for just cause;
- (2) **they** resign;
- (3) **they are** absent from work in excess of three (3) working days without sufficient cause or without notifying the supervisor/head of department, unless such notice was not reasonably possible;
- (4) **they** fail to return to work within three (3) calendar days following a layoff, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep **Human Resources** informed of their current address;
- (5) **they** are laid off for a period longer than eighteen (18) months;
- (6) **they** retire.

10.06 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged as determined by the grievance and/or arbitration procedure shall be immediately reinstated in their former position without loss of seniority. The employee shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

10.07 Warnings

Whenever the Employer or designate deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

#### 10.08 Disciplinary Procedure

The Employer and the union agree that the purpose of disciplinary action is to assist employees in correcting misconduct or unsatisfactory work performance. It is further agreed that continued misconduct and /or work performance issues shall be dealt with in a progressive manner.

Accordingly, the Employer and the Union agree that normally the steps of progressive discipline are as follows:

- a) Oral Warning
- b) Written Warning
- c) Suspension without pay
- d) Discharge

It is expressly acknowledged that in certain circumstances and the nature of the employee's misconduct/work performance may warrant a repetition of any of the steps of the progressive disciplinary procedure or may justify a bypassing of any or all of the steps in the progressive disciplinary procedure and lead to immediate termination.

### **ARTICLE 11 - SENIORITY**

#### 11.01 Definition of Seniority

Seniority is defined as length of continuous service, including while on E.I. or LTD, with the Employer from the most recent date of hire expressed in hours. It does not include unpaid sick leave or leaves of absence. Seniority shall be on a bargaining unit basis but shall respect the differences in skills of the various groups in the bargaining unit.

Contract employees shall maintain their seniority if there is no break in service longer than six (6) months.

#### 11.02 Seniority Lists

Seniority lists are posted on all bulletin boards. An allegation that an error exists in a seniority list is subject to the grievance procedure.

#### 11.03 Probationary Employees

Newly hired employees shall be on probation with no seniority rights for a period of six (6) months and shall have all rights under this agreement except that they may be discharged. Only a question of whether the termination was in bad faith, arbitrary or discriminatory is subject to the grievance/arbitration procedure. After their probationary period is completed, their seniority shall be retroactive to the first day of their employment.

- (a) Newly hired employees shall be on a probationary basis for a period of six (6) months from the date of hiring. The probationary period will be extended by an equivalent amount of time in the event the employee is absent for any reason for a period (or periods) of five (5) consecutive days or more.

**Written assessments are provided throughout the probationary period through the employer's Human Resources Information System.**

- (b) A probationary period may only be extended on the mutual written agreement of the Employer, the Union and the probationary employee.

11.04 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is temporarily transferred or accepts a permanent position outside the bargaining unit **within CMHA Champlain East**, the employee shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit within one (1) year, the employee will be entitled to return to the same classification the employee had when they left, and their seniority accumulation will resume. If the employee returns after more than one (1) year, they are considered as a new employee.

11.05 (a) Personal/Seniority Information

The Employer shall provide to the Union a list of employees, their position and seniority as of January 1<sup>st</sup> of each year, no later than January 31<sup>st</sup>. The Employer shall provide current pension and benefit plan booklets to the Union.

- (b) The term "seniority" as used in this Agreement shall be defined as the number of paid hours an employee has worked in a position included in the bargaining unit.

For clarification purposes 1820 = 1 year

**ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

12.01 Job Postings

When a vacancy occurs:

- (a) for a temporary period exceeding six (6) months; or
- (b) permanently; or,
- (c) a new position is created inside the bargaining unit,

then the Employer shall post the vacancy electronically via internal e-mail and allow a minimum of five (5) working days for a response and shall provide the Union with a copy of the posting. The interested candidates shall submit an up-to-date résumé of their experiences and qualifications related to the vacancy.

On temporary vacancies, the Employer will not be bound to post secondary vacancies. **If a vacancy re-occurs within 90 days, a new posting will not be required.**

- 12.02      Information in Postings  
Such notice shall contain the following information: nature of position, definite time period if established, qualifications required, knowledge and education skills, wage or salary rate or range.
- 12.03      Outside Applicants  
No outside applicants will be considered until the Employer has considered all internal applications submitted by the application deadline.
- 12.04      Temporary Positions  
Where a temporary position has been filled in accordance with Article 12.01, the Union will be advised and provided with the reason for such temporary employment.
- 12.05      Recognition of Seniority  
Both parties recognize:
- (1)      the principle of promotion within the service of the Employer;
  - (2)      that job opportunity should increase in proportion to length of service;
- therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant on the basis of qualifications, skills and abilities. Where two applicants are judged equal, the applicant with the greatest seniority shall be chosen. Appointments from within the bargaining unit shall be made within three (3) weeks of postings, if possible. The replacement, **if requested by the employer**, will receive the higher of either their salary or the salary of the position in which the employee replaces.
- 12.06      Trial Period  
In the event of an internal promotion and/or transfer, the employees hired following the practice stated in this Article shall be provided with a ninety (90) day trial period at the end of which such internal promotion and/or transfer shall be definite. If **it is established that** the employee **cannot** do the work during the trial period, the employee shall be returned to their previous position without loss of seniority at previous wages and conditions.
- 12.07      Union Notification  
The Union shall be notified in writing of all appointments, hiring dates and wages, layoffs, transfers and recalls within the bargaining unit.
- 12.08      Contract Employees  
The Union will be advised of the reasons for hiring any contract employee. **At least thirty (30) days prior to the end of every contract the Employer/Union will convene to review and discuss each case.**

- 12.09      Disabled Employees Preference  
In the case of an employee who has been incapacitated at their work or who is suffering from a compensable occupational disease or temporary disablement, is unable to perform their duties, the Employer will make reasonable efforts to place such employee in a job that the employee can do.

### **ARTICLE 13 - LAYOFFS AND RECALLS**

- 13.01      Definition of a Layoff  
A layoff is defined as being a staffing reduction or a reduction in hours regularly worked by the employees.

- 13.02      Layoff Procedure  
Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority in each respective group, so long as the remaining employees have the necessary skills and qualifications to fulfill the remaining positions. Where an employee may displace two or more junior employees, the employee will displace the most junior.

- 13.03      Notice of Layoff  
The Employer shall notify employees, in writing, who are to be laid off ten (10) working days prior to the layoff becoming effective or as per the period prescribed by the *Employment Standards Act*. If the employee laid off has not had the opportunity to work ten (10) days after the notice of the layoff, the employee shall be paid in lieu of work for the part of the ten (10) days during which work was not made available.

- 13.04      Grievances Concerning Layoffs  
Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the grievance procedure.

- 13.05      No New Employee  
No new employee shall be hired until those laid off eligible according to Article 10.05 have been recalled, provided those employees who are laid off have the seniority and are qualified to do the job.

### **ARTICLE 14 - HOURS OF WORK**

- 14.01      Hours of Work  
Full-time employees will regularly work seventy (70) hours in a two (2) week pay period. Employees may arrange flexible work hours upon prior approval of their supervisor, as per the variable work week procedure.

14.02

Rest Periods

All employees shall be allowed a fifteen (15) minute rest period in the first 3.5 hours of work and another fifteen (15) minute rest period in the second 3.5 hours of work.

Employees are entitled to take their rest period after the first thirty (30) minutes of the work day and before the last thirty (30) minutes of the work day. The rest periods cannot be accumulated nor be attached to the meal break.

14.03

Reporting Absences

It is the employee's responsibility to notify their supervisor or designate, and **if applicable, the Admin team** prior to the employee's regular starting time if the employee knows they will be more than ten (10) minutes late.

When an employee is late reporting for work, it is the employee's responsibility to advise their supervisor upon arrival. The employee will obtain pre-approval to modify their schedule and recover their lost time.

14.04

Meal Breaks

Employees shall be entitled to an unpaid sixty (60) minute meal break which is understood, that it shall be taken before the last hour of a regular scheduled shift. Employees working five (5) hours or more in a work day shall be allowed a one (1) hour lunch period.

Employees working less than five (5) hours in a workday shall be allowed one thirty (30) minute meal break. Alternately, the employee may request, in writing or verbally, two fifteen (15) minute rest periods with approval from their supervisor.

**ARTICLE 15 - OVERTIME**

15.01

Definition of Overtime

All time worked beyond the normal work schedule negotiated per Article 14.01, with prior approval of the supervisor, shall be considered overtime.

15.02

Overtime Rates

For any overtime up to forty-four (44) hours in a week, the employee shall receive equivalent time off.

For any overtime in excess of forty-four (44) hours in a week, the employee shall receive time off at a rate of time and one half (1½).

An employee and their supervisor will negotiate when the employee takes compensatory time off.

- 15.03 Overtime  
Overtime work may not be refused by an employee in cases of emergencies as determined by the supervisor or when the employee considers overtime work is required to assure normal operations.
- 15.04 Minimum Pay for Call-Back Time  
An employee who is called in to work outside regular working hours shall be paid a minimum of three (3) hours.

## **ARTICLE 16 – STATUTORY HOLIDAYS and FLOATERS**

- 16.01 List of Holidays  
Full-time and part-time employees are entitled to **thirteen (13)** paid holidays per year based on the employees regular scheduled workday namely:

New Year's Day  
January 2<sup>nd</sup>  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
**National Truth and Reconciliation Day**  
Thanksgiving Day  
Christmas Day  
Boxing Day

**Permanent** full-time and part-time employees are entitled to two (2) floating days at the commencement of each “vacation year”. After the probation period, new **permanent** full-time and part-time employees will be eligible for two (2) floating days if the probation period ends between November 1<sup>st</sup> and March 31<sup>st</sup> and (1) one day if the probation period ends between April 1<sup>st</sup> and August 31<sup>st</sup>.

Any other day proclaimed by the Federal or Ontario Provincial Governments as a National or Provincial Holiday shall be an additional holiday to those already provided for above.

They may be combined with any other leave of absence.

- 16.02 Holidays Falling on Weekends  
When any of the above-mentioned holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be a holiday for the purpose of this agreement.

## ARTICLE 17 - VACATIONS

### 17.01 Length of Vacations

0 to 9,099 hours of service	Pro-rata of 3 weeks per year
9,100 to 20,019 hours of service	4 weeks
20,020 to 30,939 hours of service	5 weeks
30,940 to 41,859 hours of service	6 weeks

Commencing at 41,860 hours of service, one (1) day per year for each additional year up to a maximum of seven (7) weeks.

All vacation credits should be used within the “vacation year”, November 1<sup>st</sup> to October 31<sup>st</sup>. The employee may **carry over** up to one (1) week of vacation to the next vacation year. Such **carry over shall happen without the need for prior approval**. Employees may use up to three (3) consecutive weeks of vacation time during peak vacation periods.

Employees may borrow up to the equivalent of one (1) week vacation credits.

Employees on contract will receive 4% vacation pay. Alternatively, contract employees may choose to accumulate their vacation credits for time off, equivalent to two (2) weeks based on active service.

Vacation credits are accumulated and earned on active service (hours worked, hours paid).

### 17.02 Holidays During Vacation

If one (1) or more paid holidays occur during an employee's vacation period, the employee shall have the following options:

- (a) have the holiday deferred to a time mutually agreeable to the employee and their immediate supervisor; or
- (b) have an additional day or days added to their vacation period.

### 17.03 Calculation of Vacation Pay

Vacation pay shall be at the rate effective immediately prior to the vacation period.

17.04 Vacation Pay or Reimbursement on Termination

- (a) An employee who has not taken their annual vacation and who leaves their employment will be paid an amount equivalent to the unused portion of their annual vacation leave credits **on their last paycheque**.
- (b) An employee who has already taken their annual vacation and who leaves their employment shall have deducted from their pay cheque the annual vacation advance the employee received. Should this amount exceed the amount owed to the Employer, then the employee will have to reimburse the difference to the Employer within thirty (30) calendar days from the last day paid.

17.05 Sickness During Vacations

Should an employee be hospitalized or housebound with a medical certificate during their annual vacation, the period of confinement in the hospital or house shall count as sick leave, not vacation.

**ARTICLE 18 - SICK LEAVE PROVISIONS**

18.01 Definition of Sick Leave

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident or illness for which compensation is not payable under the *Workplace Safety and Insurance Act*.

Sick leave credits can be used for the following:

- i) when the employee is ill;
- ii) with permission from the supervisor or designate, to attend a medical appointment with their Regulated Health Professional, to go to the hospital for emergency or hospitalization, or for physician-prescribed diagnostic testing;
- iii) with permission from the supervisor or designate, to attend a medical appointment or care for a dependent child, and where a medical need exists, to care for a spouse or parent;
- iv) with permission from the supervisor or designate, to attend an Emergency Department visit or hospitalization of a dependent child, spouse or a parent, up to a maximum of one (1) week,

An employee may be required to submit a certificate from a Qualified Health Practitioner for sick leave taken for family members as listed above (children, spouse or parent).

For the definition of dependent child, please refer to the Branch Benefit Booklet.

A Regulated Health Professional is defined as a member of one of the following colleges from Ontario and Quebec:

- Audiologists and Speech-Language Pathologists
- Chiropractors
- College of Nurses
- College of Occupational Therapists
- College of Optometrists
- College of Physicians and Surgeons
- College of Physiotherapists
- College of Psychologists
- College of registered Psychotherapists and Registered Mental Health Therapists
- Licensed Naturopathic Doctor (under the Board of Directors of Drugless Therapy (BDDT) North America

18.02 Amount of Sick Leave

Full and part-time employees become eligible for paid sick leave at the commencement of employment.

**Permanent** employees accumulate sick leave credits at a rate of **7.9% for each hour worked (equivalent to approximately 20 days per year) to a maximum of four hundred and fifty-five (455) hours**. The salary will be paid at 100% of earnings until all credits are used.

There shall be no payment for accumulated sick leave to an employee at the time of resignation from, or termination of employment.

If all accumulated sick leave has expired, an employee may use accrued vacation, mental health, floaters or compensatory time off credits, and may then take an unpaid medical leave.

Employees on contract are entitled to accumulate sick leave credits at a rate of **2.92% for each hour worked**.

18.03 Documentation, Requests and Proof of Illness

When possible, employees will make their requests for sick leave in advance, using the electronic “time off” program. It is the employee’s responsibility to indicate in their request for whom the sick leave is and the reason for their request.

An employee shall be required to speak with their immediate Supervisor or designate and submit a certificate from a qualified health practitioner for illness in excess of three (3) working days, certifying that such employee was unable to carry out their duties due to illness.

The Employer may request at the Employer's expense, a medical certificate at other times upon reasonable grounds. The employee must submit the original receipt to the **HR Manager** following the payment of the medical certificate. The **HR Manager** or designate will approve the request. If needed, it is the employee's responsibility to request a pre-payment of said medical certificate or evaluation.

Such certificate must be dated, signed by the qualified health practitioner and indicate the general nature of the illness or injury, that the employee has and is following a treatment plan, indicate the probable length of absence and the probable date of return of the employee and must specify what restrictions or limitations, if any, affect the employee.

When requested, it is the employee's responsibility to provide the original certificate within 3 weeks from the date of the letter from the employer. It is the employee's responsibility to request an extension to the **HR Manager**, or designate, if required and the reason for the request.

#### 18.04 Communicating of Sick Leave and/or Absence for Sick Leave

a) Reporting Absences (less than 3 weeks)

An employee who is going to be absent from work must notify the Receptionist and their Supervisor prior to the commencement of their reporting time, and if the length of absence is known, it should be identified at that time.

b) Reporting Absences (more than 3 weeks)

An employee absent from work for 3 weeks or more shall communicate with the **HR Manager** or designate, to establish a communication plan for the purpose of returning to work. If the employee requires accommodation, it is their responsibility to make the request with a medical certificate to the **HR Manager** or their designate.

c) Coordinating Return to work

The agency recognizes that when an employee has been on a leave of absence, a plan must be coordinated for the employee to successfully return to work. The agency ensures a coordinated effort between the Employee, the Supervisor, the **HR Manager** or designate and a Union representative.

#### 18.05 Retention of Sick Leave During Leave

An employee who is on leave of absence without pay for any reason or who is laid off on account of lack of work and who returns to work upon the expiration of such leave of absence or layoff shall retain any remaining credits, if any, upon their return to work. No accrual of sick leave credits will occur during the employee's absence.

- 18.06      Sick Leave Without Pay  
Sick leave without pay shall be granted to an employee who has not completed their probationary period, who has completely used all entitled sick leave credits or who is unable to return to work at the termination of the period for which sick leave with pay was granted.

## ARTICLE 19 - LEAVE OF ABSENCE

- 19.01      Union Conventions  
Leave of absence without pay during the fiscal year (April 1<sup>st</sup> – March 31<sup>st</sup>), up to a maximum of twenty-five (25) days shall be granted to the unit as a whole, upon request to the Employer for employees elected or appointed to represent the Union at conventions or seminars. Seniority shall continue to accumulate during such absences.

No more than two (2) employees shall be absent at the same time and such leave will be arranged, upon approval of the supervisor, at no additional cost to the Employer, such that there is no disruption to Branch activities.

- 19.02      Leave for Union Duties  
Upon written request to the Executive Director, any employee who is elected **or appointed to** a full-time position with the Union shall be granted by the Employer leave of absence without pay for a period of up to one (1) year. Seniority shall continue to accumulate during such absences.

- 19.03      Jury or Court Witness Duty  
The Employer shall grant a leave of absence without loss of pay or benefits and with the accumulation of seniority to an employee who is called or who serves as a juror or a subpoenaed Crown Witness at any Court. The Employer shall pay such employee the difference between their normal earnings and the payment the employee receives for jury service or Crown Witness service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Witness in Court in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

- 19.04      Education Leave
- (a)      Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations in view of improving their qualifications in the service, provided the course in question is approved by the Employer.
  - (b)      Where the Employer deems it necessary for an employee to attend Educational training the Employer will grant a leave of absence with pay

and without loss of Seniority. The cost of said training will be covered by the Employer.

19.05 Bereavement Leave

An employee is entitled to a maximum of forty-nine (49) hours of bereavement leave with full pay in the event of the death of their spouse, parent, step-parent, foster parent, child, step-child, foster child, brother or sister, step-brother, step-sister, or a relative who is dependent on the employee for care or assistance.

An employee is entitled to thirty-five (35) hours of bereavement leave with full pay in the event of the death of their father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, step-grandparent, grandchild or step-grandchild of either the employee or their spouse.

An employee is entitled to twenty-one (21) hours of bereavement leave with full pay of an aunt or an uncle, a niece or a nephew, of either the employee or their spouse that coincides with a scheduled work day.

At the Executive Director's discretion, an employee may be granted up to fourteen (14) hours of paid time off for travel needed to attend a funeral that coincides with a scheduled work day.

In this Article, "spouse" includes a Common Law spouse or partner within the meaning of the *Family Law Act*.

At the discretion of the Supervisor, other time off credits may be used for funeral purposes for individuals not listed above.

In the case of a deceased client, an employee may request up to 7 hours to attend the funeral or commemorative service of said client; this time will be considered work related.

19.06 Compassionate Care Leave

An employee is entitled to receive a top-up calculated to 100% of normal gross earnings, based on receiving the Employment Insurance Compassionate Care benefit, excluding the waiting period.

19.07 General Leave

The Employer may grant a leave of absence without pay up to a maximum period of twelve (12) months without accumulation and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing to their supervisor and approved by the Executive Director.

During such leave of absence, the employee will not accumulate any seniority and the employee shall reimburse the Employer the cost of all fringe benefits if the employee wishes to maintain them. The mode of payment shall be determined jointly by the Employer and the employee.

19.08

Mental Health Days

Permanent employees are entitled to three (3) days of mental health time off at the commencement of each vacation year, all of which can be taken in hours.

Mental Health days may not be carried over from one vacation year to the next. The employee will provide as much notice as possible to their supervisor of their intention to take a mental health day.

19.09

Pregnancy and Parental Leave

a) Pregnancy Leave

- i) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- ii) The employee shall notify their supervisor at least four (4) weeks in advance of the expected date of commencement of such leave. The employee shall give written notification of at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return. At such time, the employee shall also furnish the Employer with the certification of a legally qualified medical practitioner stating the expected birth date. Any exception with the above shall be dealt with on an individual basis.
- iii) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (ii) above by written notification received by the Employer at least two (2) weeks in advance thereof. If the employee wishes to return before the date originally approved in subsection (ii) above, the employee must give the Employer at least four (4) weeks' written notice before the earlier date. If the employee wishes to return later than the date originally approved in subsection (ii) above, the employee must give the Employer at least four (4) weeks' written notice before the date the leave was to end.
- iv) Seniority shall continue to accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- v) The Employer shall continue to pay its' share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

- vi) The employee who has taken a pregnancy leave shall be reinstated when the leave ends to the position they most recently held with the Employer if it still exists, or to a comparable position, if it does not.

b) Parental Leave

- i) Parental leave shall be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- ii) The employee shall notify their supervisor at least four (4) weeks in advance of the expected date of commencement of such leave. The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. Any exception with the above shall be dealt with on an individual basis.
- iii) An employee whose child comes into their custody, care and control for the first time sooner than expected must give the Employer written notice of their wish to take leave within two (2) weeks after the employee stops working.
- iv) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (ii) or (iii) above by written notification received by the Employer at least two (2) weeks in advance thereof. If the employee wishes to return before the date originally approved in subsection (ii) or (iii) above, the employee must give the Employer at least four (4) weeks' written notice before the earlier date. If the employee wishes to return later than the date originally approved in subsection (ii) or (iii) above, the employee must give the Employer at least four (4) weeks' written notice before the date the leave was to end.
- v) Seniority shall continue to accumulate for a period of up to thirty-seven (37) weeks while an employee is on parental leave.
- vi) The Employer shall continue to pay its' share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-seven (37) weeks while the employee is on parental leave.
- vii) The employee who has taken a parental leave shall be reinstated when the leave ends to the position they most recently held with the Employer if it still exists, or to a comparable position, if it does not.

Note for clarification:

Where an employee has taken Pregnancy Leave, the maximum for item (v) and (vi) shall be thirty-five (35) weeks.

- 19.10      Family Leave  
The Employer may grant a leave of absence, of two (2) unpaid days per year, without accumulation and without loss of seniority to any employee requesting such leave for good and sufficient cause; such request to be in writing to their supervisor and approved by the Executive Director or designate at his/her discretion.
- 19.11      Emergency Volunteer Leave  
Any employee who is an active emergency crisis volunteer, volunteer firefighter, or a disaster relief volunteer, shall not be disciplined for absence from work if the employee has notified their immediate supervisor in writing of any such active duty. With notice to a supervisor, such employee(s) shall be permitted to respond to emergency calls during regular hours of work and flex their hours within the current pay period.
- 19.12      Unpaid Leave:  
Employees may only request **non-medical** unpaid leave after all accrued vacation, mental health, floaters and compensatory time credits have been used.

## **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

- 20.01      Pay Days  
Every second Thursday.
- 20.02      Pay During Temporary Transfers  
An employee replacing another employee for any reason, for a period of less than a full pay period, shall not have their salary changed.
- If an employee replaces another employee in a higher paying position for a full pay period, the employee shall receive a minimum of eight (\$8) dollars more per pay period, or the minimum of the higher position, or their own rate, whichever is the greatest.
- If an employee transferred to a lower paying position, the employee shall receive the maximum of their new position or their own rate, whichever is the lowest, after a full pay period.
- 20.03      Education Allowance  
The Employer shall advance the full cost of any course of instruction required by the Employer for an employee to better qualify herself to perform their job.
- The Employer shall deduct, through payroll deductions, the said amount from the employee's wages.

Upon successful completion of the course, the employee shall be reimbursed the total amount of such deductions by the Employer.

20.04 Kilometrage Allowance

As of the first day of the month following the signature of the collective agreement, an employee using their own automobile in the performance of their duties, as authorized by the Employer, shall be reimbursed their kilometrage at the rate of **sixty (60)** cents per kilometer in accordance with the home base practice established by the Employer.

Employees shall be reimbursed for their kilometrage as per schedule of submission and payment dates provided to employees. The employer will provide a payment schedule for expense the Union on or before December 1<sup>st</sup>.

Employees re-assigned to a different office from their home base, lasting less than three (3) months, will be compensated as per the mileage rate and rules in the collective agreement and policy.

Re-assignments that exceed the three (3) month period will be assigned in reverse seniority subject to qualifications, skills and abilities. This Article does not override Article 12.05.

Only re-assignments that adversely affect the travel expenses of the employee shall be subject to the reverse seniority as mentioned in this article.

**ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION**

21.01 Job Description

Existing job descriptions are to be updated and given to the Union within six (6) months of the signature of this agreement.

21.02 Changes in Classifications

The rate of pay assigned to a new or altered classification shall be subject to the grievance and arbitration procedure.

21.03 The Employer shall meet with the Union to discuss any proposed changes to positions or classifications, including temporary positions that are covered by the Collective Agreement before posting.

21.04 Placement on Salary Scale

Upon the commencement of employment, or upon a classification change, entry onto the Salary Scale will be at level 1. For every two (2) years of direct experience, a level will be awarded up to a maximum of Level 3.

For Resource Centre Facilitators, if the employee holds a College Diploma in Social Service or Recreation, a level will be awarded up to a maximum of Level 4 (for a combination of experience and College Diploma in the foregoing areas).

For Mental Health Promoters, if the employee holds a Bachelor's degree in Education, a level will be awarded up to a maximum of Level 4 (for a combination of experience and Bachelor's degrees in the foregoing area).

For Intensive Case Managers, if the employee holds a Master's degree in Psychology, Social Work or Nursing, a level will be awarded up to a maximum of Level 4 (for a combination of experience and Master's degrees in the foregoing areas).

21.05 Progression on Salary Scale

Upon the completion of 1820 hours worked at a particular level an employee will be upgraded by one level within their classification.

For Resource Centre Facilitators, upon the completion of a College Diploma in Social Service or recreation, an employee will be upgraded by one level within their classification.

For Mental Health Promoters, upon the completion of a bachelor's degree in Education, an employee will be upgraded by one level within their classification.

For Intensive Case Managers, upon the completion of a Master's degree in Psychology, Social Work or Nursing, an employee will be upgraded by one level within their classification.

## **ARTICLE 22 - FRINGE BENEFITS**

The current practices for the following benefits shall continue:

22.01 Pension Plan

The Employer provides a defined contribution Registered Pension Plan. The employee is not required to contribute to the Plan. The Employer contributions are 4.5% of annual earnings.

22.02 Personal Benefits

All full time and part time employees (where eligible under plan rules), except those on contract, must participate, unless exempt due to spousal coverage, in the Branch's benefits programs. Full details of all benefits are set out in a benefit booklet available from Management.

22.03

Benefit Coverage for Extended Sick Leave

For Sick Leave, the Branch provides **four hundred and fifty-five (455)** hours (pro-rata for part-time), **thirteen (13)** weeks of paid sick leave through Article 18.02 Amount of Sick Leave.

For illness that extends beyond an employee's sick leave credits, employees may first use their vacation credits, mental health, floaters and accumulated compensatory time credits, before taking an unpaid medical leave of absence. Note that employees are not permitted to borrow vacation hours for the purpose of sick leave.

The employee should be aware they may qualify for sick benefits under the *Federal Employment Insurance Act*.

The agency's portion of payment of premiums, in respect of all benefits to which the employee is entitled, will be paid by the Branch from the last day of work, for a maximum period of **sixteen (16) weeks**, provided the employee's sick leave credits have been paid.

22.04

Benefit Entitlement At Time of Long Term Disability

The agency's portion of payment of premiums in respect of all benefits to which a regular full-time employee is entitled on the date when eligibility for long term disability arises, shall be made on behalf of that employee by the Branch for a maximum of 12 months from the date of long term disability.

22.05

Insurance Plans

The Employer provides an insurance plan to eligible employees as described in the current benefit plan booklet.

The current benefit coverage, at the Employer's cost includes:

- (a) Employee Life Insurance
- (b) Supplementary Health Expense
- (c) Dental Plan Coverage
- (d) Emergency Travel Assistance
- (e) Employee Assistance Program
- (f) Accidental Death and Dismemberment**
- (g) Dependant Life Insurance**

The current benefit coverage, at the employee's cost includes:

- (h) Long Term Disability Insurance

The Employer makes available to the employees, at the employee's cost, the following optional benefit coverage:

- (i) Optional Life Insurance

To maintain benefit coverage, the employee must provide monthly post-dated cheques, in advance of the leave, and for a period determined by the Employer.

22.06            Supplement to Workplace Safety and Insurance Board Award  
An employee prevented from performing their regular work with the Employer on account of an occupational accident which is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, shall receive from the Employer the difference between the amount payable by the Workplace Safety & Insurance Board and their regular salary **deducted from** their accumulated sick leave credits.

22.07            General  
No employee may receive benefits in excess of their normal earnings.

### **ARTICLE 23 - HEALTH AND SAFETY**

23.01            No Disciplinary Action  
No employee shall be disciplined for refusal to work on a job which, in the opinion of the employee, is not safe, provided that their refusal to work is not unreasonable or excessive.

23.02            Under the OHSA: All employees are required to work safely and to know/understand the “Prevention Starts Here” program.

### **ARTICLE 24 - JOB SECURITY**

24.01            Job Security  
In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed shall not be sub-contracted out.

### **ARTICLE 25 - GENERAL CONDITIONS**

25.01            Bulletin Boards  
The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and on which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees and shall give the Employer a copy of such notices before posting.

25.02            Legal Indemnity  
The Employer shall reimburse an employee the legal costs reasonably incurred by the employee, should the employee be charged in any Court, as a result of performing their duties for the Employer. This reimbursement only applies if the employee is found not guilty.

25.03 **Use of Personal Vehicle**

Where it is a requirement for an employee to use their personal vehicle for work, the employee is responsible for ensuring that they have a valid driver's licence and at least one million dollars (\$1,000,000.00) liability and business insurance is maintained on the vehicle. Where an employee loses their licence or insurance, they must report this to Management as soon as possible but before the commencement of their next scheduled work day. The loss of either a licence or insurance may result in termination of employment.

It is the employee's responsibility to provide the Branch with a copy of the driver's licence and a copy of current insurance policy showing this coverage upon starting employment and each time the policy/licence is renewed. This documentation will be kept in the employee's personnel file.

The Branch will reimburse additional costs up to a maximum of two hundred dollars (\$200) per year for each employee to insure their vehicle for one million dollars (\$1,000,000.00) liability and business coverage. This benefit will be paid in two installments, one in the first six months of the fiscal year and the second in the last six months of the fiscal year. The employee must submit the appropriate Auto Insurance Memo signed by the Insurer to qualify for this benefit.

25.04 **Agenda**

The Employer shall continue to supply at its cost one (1) agenda to each employee where such is required and replace same when necessary.

**ARTICLE 26 - DISTRIBUTION OF AGREEMENT**

26.01 **Distribution of Agreement**

The Union and the Employer wish every employee to be familiar with the provisions of this agreement and their rights and duties thereunder. For this reason, the Employer shall provide an electronic copy of the agreement within thirty (30) working days of its signing.

**ARTICLE 27 - TERM OF AGREEMENT**

27.01 **Effective Date**

This agreement shall be in effect from April 1, 2024, to March 31, 2027 and shall continue from year to year thereafter unless either party gives to the other party notice in writing in accordance with Article 27.02.

27.02 **Notice of Change**

Either party wishing to propose changes or amendments to this agreement shall, between the period of sixty (60) days and ninety (90) days prior to the termination date, give notice in writing to the other party of the intent to enter into negotiations. Within fifteen (15) working days or such other time as mutually agreed upon, of the

receipt of such notice by one party, the other party is required to enter into negotiations for the renewal or revision of the agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.

## **ARTICLE 28 - ATTENDANCE DURING INCLEMENT WEATHER**

28.01 The current practice of managing lost time due to inclement weather will continue.

On occasions during inclement weather when offices remain open but individual staff members request leave to either remain at home, report late for work or leave work early due to weather conditions, employees may request with the approval of their Supervisor, one of the following ways to compensate for the absent time: flex time, use accumulated compensation time, vacation time, floater day, mental health day. If they do not have any of the previously mentioned options remaining, they may then request unpaid leave. Employees may also request with approval in advance, to work at an alternative office location closer to their home or from their home, if they have the ability to work on agency-related business.

If an employee did not attend work because of inclement weather and their home office was subsequently closed due to inclement weather, the employee will be compensated for their scheduled work day. Employees on preapproved time off prior to the inclement weather day and subsequent office closure would not be entitled to compensation.

**SCHEDULE "A"**

CMHA 2.5% Rate Increase effective April 1, 2024, to March 31, 2025

Classification	1	2	3	4	5	6	7
<b>Intensive Case Manager</b>	31.19	31.82	32.45	33.10	33.76	34.43	35.13
	56,766	57,912	59,059	60,242	61,443	62,663	63,937
<b>Resource Centre Facilitator</b>	27.56	28.12	28.68	29.25	29.83	30.43	31.04
	50,159	51,178	52,198	53,235	54,291	55,383	56,493
<b>Mental Health Promoter</b>	29.02	29.59	30.19	30.79	31.41	32.04	32.68
	52,816	53,854	54,946	56,038	57,166	58,313	59,478
<b>Administrative Assistant</b>	23.20	23.65	24.13	24.61	25.10	25.60	26.12
	42,224	43,043	43,917	44,790	45,682	46,592	47,538
<b>Receptionist</b>	19.59	19.99	20.39	20.79	21.21	21.64	22.07
	35,654	36,382	37,110	37,838	38,602	39,385	40,167
<b>IT Support Technician</b>	27.56	28.12	28.68	29.25	29.83	30.43	31.04
	50,159	51,178	52,198	53,235	54,291	55,383	56,493

CMHA 2.0% Rate Increase effective April 1, 2025, to March 31, 2026

Classification	1	2	3	4	5	6	7
<b>Intensive Case Manager</b>	31.81	32.46	33.10	33.76	34.44	35.12	35.83
	57,894	59,077	60,242	61,443	62,681	63,918	65,211
<b>Resource Centre Facilitator</b>	28.11	28.68	29.25	29.84	30.43	31.04	31.66
	51,160	52,198	53,235	54,309	55,383	56,493	57,621
<b>Mental Health Promoter</b>	29.60	30.18	30.79	31.41	32.04	32.68	33.33
	53,872	54,928	56,038	57,166	58,313	59,478	60,661
<b>Administrative Assistant</b>	23.66	24.12	24.61	25.10	25.60	26.11	26.64
	43,061	43,898	44,790	45,682	46,592	47,520	48,485
<b>Receptionist</b>	19.98	20.39	20.80	21.21	21.63	22.07	22.51
	36,364	37,110	37,856	38,602	39,367	40,167	40,968
<b>IT Support Technician</b>	28.11	28.68	29.25	29.84	30.43	31.04	31.66
	51,160	52,198	53,235	54,309	55,383	56,493	57,621

CMHA 2.5% Rate Increase effective April 1, 2026, to March 31, 2027

Classification	1	2	3	4	5	6	7
<b>Intensive Case Manager</b>	32.61	33.27	33.93	34.60	35.30	36.00	36.73
	59,350	60,551	61,753	62,972	64,246	65,520	66,849
<b>Resource Centre Facilitator</b>	28.81	29.40	29.98	30.59	31.19	31.82	32.45
	52,434	53,508	54,564	55,674	56,766	57,912	59,059
<b>Mental Health Promoter</b>	30.34	30.93	31.56	32.20	32.84	33.50	34.16
	55,219	56,293	57,439	58,604	59,769	60,970	62,171
<b>Administrative Assistant</b>	24.25	24.72	25.23	25.73	26.24	26.76	27.31
	44,135	44,990	45,919	46,829	47,757	48,703	49,704
<b>Receptionist</b>	20.48	20.90	21.32	21.74	22.17	22.62	23.07
	37,274	38,038	38,802	39,567	40,349	41,168	41,987
<b>IT Support Technician</b>	28.81	29.40	29.98	30.59	31.19	31.82	32.45
	52,434	53,508	54,564	55,674	56,766	57,912	59,059


SIGNED this 19 day of August, at Cornwall, Ontario by the authorized representatives:

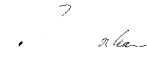
FOR THE UNION

FOR THE EMPLOYER

  
JGCLC 0001 EP 19 Aug 6, 2024 13:00 EDT

  
Joanne Ledoux-Moshonas (Aug 12, 2024 09:01 EDT)

  
Tammy LeGros (Aug 2, 2024 14:38 EDT)



**LETTER OF UNDERSTANDING: Flexible Work Arrangements**  
**Between**

**The Canadian Mental Health Association Champlain East**

**And**

**The Canadian Union of Public Employees Local 4321**

Whereas for the duration of the current collective agreement the parties agree to the creation of a pilot project allowing for **flexible work arrangements (FWA)** for employees.

The Employer has adopted a policy for Flexible Work Arrangements. The purpose of the policy is to permit work arrangements that are progressive and supportive of employees while remaining compatible with operational needs of the Employer, as determined by the Employer.

The Employer does not intend to modify or discontinue this policy for the duration of this collective agreement. However, if the Employer makes such a determination to modify or discontinue the policy, it will provide at least sixty (60) days' notice to the union and any affected employee(s).

FOR THE UNION

Tammy Legros

  
JOEL DUCHESNE (AUG 6, 2024 09:00 EDT)



FOR THE EMPLOYER

  
Joanne Ledoux-Moshonas (Aug 12, 2024 09:01 EDT)

**LETTER OF UNDERSTANDING: Team Lead**

**Between**

**The Canadian Mental Health Association**

**(The Employer)**

**And**

**The Canadian Union of Public Employees and its Local 4321**

**(the Union)**

**Whereas** the Employer has proposed the creation of Team Lead responsibilities withing any and all unionized positions classification and;


**Whereas** the Employer and the Union seed to set out the terms of such position until the end of the current Collective Agreement and;


**Therefore**, be resolved that the Employer and the Union agree on the following:

- 1 The Team Lead responsibilities shall be assigned temporarily by the Employer to bargaining unit employees on a voluntary basis.
- 2 The Team Lead responsibilities shall not include the regular and customary functions of management as per article 2.01 of the Collective Agreement.
- 3 In compensation for the additional responsibilities contained herein, the Team Lead position shall receive a premium of **three dollars (\$3.00)** for every hour works as the Team Lead.
- 4 This Letter of Understanding shall expire at the end of the current Collective Agreement on March 31, 2027.
- 5 This Letter of Understanding is agreed to on a without prejudice basis.

Signed this 19 day of august, 2024.

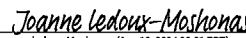
For the Union

  
\_\_\_\_\_  
JOEL DUROCHER (Aug 6, 2024 09:00 EDT)

  
\_\_\_\_\_  
Tammy Legros (Aug 2, 2024 14:38 EDT)

  
\_\_\_\_\_

For the Employer

  
\_\_\_\_\_  
Joanne ledoux-Moshonas (Aug 12, 2024 09:01 EDT)

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