

# COLLECTIVE AGREEMENT

between

## CANADIAN MENTAL HEALTH ASSOCIATION OTTAWA CARLETON BRANCH



Canadian Mental  
Health Association

*Mental health for all*

Association canadienne  
pour la santé mentale

*La santé mentale pour tous*

and

## CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 1521-01

**CUPE** / Canadian Union  
of Public Employees

From January 1, 2024, to March 31, 2025

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## **ARTICLE 1 – PURPOSE**

- 1.01** (a) The purpose of this Agreement is to establish and maintain collective bargaining relations between the Branch and its Employees in order to create mutually satisfactory working conditions, hours of work, salary scales and the provision of procedures for the prompt and equitable disposition of grievances and to contribute to the providing of the best mental health service possible in accordance with the aims and objectives of The Canadian Mental Health Association, Ottawa Branch.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operation and high quality service to clients and members.
- (d) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01** 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 AND NEGOTIATIONS**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agency for all of its Employees save and except the Chief Executive Officer, Office Manager, Finance Manager, Program Managers and persons above the rank of Program Manager, persons regularly employed for not more than seventeen-and-a-half (17.5) hours per week and students employed during school vacation period. The Employer further recognizes that the Employees of the bargaining unit are represented by Local 1521-01 of C.U.P.E.

### **3.02 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining except for the purposes of instruction or training, in occasional periods of severe scheduling constraints or in emergencies when regular Employees are not available, and provided that the performing of the above activities does not reduce the hours of work or pay of any Employee.

### **3.03 No Other Agreements**

No Employee within the bargaining unit shall be required or permitted to make a written or oral agreement with the Employer or their representatives which may conflict with the terms of this Collective Agreement.

### **3.04 Bulletin Boards**

The Employer shall provide a bulletin board which shall be placed so that all Employees will have access to it upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

The Union shall also be permitted to circulate notices of meetings via the Employer's electronic mail system.

### **3.05 Office space for Union**

The Employer will provide the Union with a locked filing cabinet.

Upon request the Employer will give access to office space to the local Union subject to availability.

### **3.06 Categories of Employees**

(a) Permanent full-time Employees are defined as permanent Employees who

are regularly scheduled to work thirty-five (35) hours per week.

- (b) Permanent part-time Employees are defined as permanent Employees who are regularly scheduled to work seventeen and a half (17.5) hours or more, but less than thirty-five (35) hours per week.
- (c) Temporary full-time Employees are defined as Employees who are hired on a fixed-term basis, scheduled to work thirty-five (35) hours per week.
- (d) Temporary part-time Employees are defined as Employees who are hired on a fixed-term basis and scheduled to work seventeen and a half (17.5) hours or more, but less than thirty-five (35) hours per week.

#### **ARTICLE 4 – NO DISCRIMINATION**

- 4.01** The Branch and the Union agree that there will be no discrimination against any Employee as per the Ontario Human Rights Code as amended from time to time.

#### **ARTICLE 5 – UNION MEMBERSHIP AND DUES**

- 5.01** All Employees of the Branch covered by this Agreement shall become members of the Union.

- 5.02** The Branch agrees to deduct dues from all Employees covered by this Agreement and to remit such dues to the Union's Secretary-Treasurer in the amount as they may certify as being the dues applicable, in accordance with the Union Constitution and By-Laws, as amended from time to time.

The Union agrees to indemnify and save the Branch harmless from any claims or actions arising out of the deduction of dues as aforesaid.

- 5.03** The Branch agrees to remit the dues so deducted to the Secretary-Treasurer of the Union following the first pay due each Employee so affected each month. The Branch further agrees to provide a list of Employees on whose behalf dues are deducted and to remit same with the dues so deducted every month.

- 5.04** The Branch agrees to insert the amount of Union dues paid by each Employee through payroll deduction on such Employee's income tax (T-4) slips in each year.

**5.05 Membership Information**

The Employer will provide the Union with a list of the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, personal telephone number, and, if available, personal e-mail.

The list will also indicate the Employees employment status (such as full-time, part-time, temporary); and if the Employee is on a leave of absence.

The list will be provided in an electronic spreadsheet to the Lead Steward or designate on the first business day after January 1, April 1, July 1 and October 1 of each year.

## **ARTICLE 6 – THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

### **6.01 New Employees**

On commencing employment, the Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect. The Employer shall give the new Employee a printed copy of the Collective Agreement and show the new Employee where to find an electronic copy. The Employer shall introduce the new Employee to the Lead Steward or designate.

### **6.02 Copies of Agreement**

The Employer shall make copies of the Collective Agreement available to the Union electronically, and in hard copy when requested.

## **ARTICLE 7 – CORRESPONDENCE**

### **7.01 Correspondence**

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 the Lead Steward or designate of the bargaining unit.

## **ARTICLE 8 – LABOUR-MANAGEMENT COOPERATION COMMITTEE**

**8.01** Acknowledging the mutual benefits of joint consultation, the parties agree that the Labour-Management Cooperation Committee may be set up during the term of this Agreement. Either party may call a meeting of this Committee which must be convened within ten (10) business days of the meeting request or at a later mutually agreed date. The Committee shall be comprised of not more than four (4) representatives from the Union and not more than four (4) from the Employer with the right to substitute if required. Members shall receive a notice and an agenda of the meeting at least forty-eight (48) hours in advance of the meeting.

**8.02** Employees shall not suffer any loss for time spent at meetings of this Committee. The privileges of Committee members to leave their work without loss of basic

pay to attend to this Committee or any other Union business will be granted on the following conditions:

- (a) Such business must be between the Union and the Management.
- (b) The time shall be devoted to the prompt handling of necessary Union business.
- (c) The Committee members concerned shall obtain the permission of the Manager or designate concerned before leaving their work. Such permission shall not be unreasonably withheld.
- (d) The Branch reserves the right to limit such time if it deems the time so taken to be excessive.

**8.03** (a) The Committee shall concern itself only with administrative matters pertaining to Labour-Management relations within the Branch. It shall not consider wages or any subject of collective bargaining or the administration of this Collective Agreement. The Committee activities shall not supersede those of any other Union or Branch Committee and does not have the power to bind either party or its members to Committee conclusions or recommendations which may be presented to the parties.

- (b) The parties agree that concerns relating to workload and fluctuating staff requirements are to be resolved in a timely and effective manner.

The Labour-Management Cooperation Committee will address the caseload issues and recommend solutions to the workload issues.

The issue of workload will be a standing item on the agenda for meetings of the Labour-Management Cooperation Committee. Adequate time and resources will be allotted in order to allow the Committee to fulfil its mandate.

- (c) Employees are encouraged to raise their workload concerns with their immediate Manager or designate. In the event that the workload concern is not resolved to the Employee's satisfaction, the Employee may raise their concern with their director(s). In the event the workload concerns are still not resolved to the Employee's satisfaction, the Employee may submit a grievance in accordance with Article 10.05.

## **ARTICLE 9 – LABOUR-MANAGEMENT RELATIONS**

### **9.01 Representation**

No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In

order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its Managers or other personnel with whom the Union may be required to transact business.

#### **9.02 Bargaining Committee**

A Bargaining Committee shall be appointed and shall comprise of not more than four (4) members from the Union and four (4) from the Branch, and Party Representatives referenced in Article 9.04. Each party will advise the other of their nominees.

#### **9.03 Function of Bargaining Committee**

All matters of mutual concern pertaining to production of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions, shall be referred to the Bargaining Committee for discussion and settlement.

#### **9.04 Party Representatives**

Each party shall have at any time the right to the assistance of a representative of their own organization when addressing concerns or negotiating. The CUPE National representative shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance but shall do so only in the company of a representative of the Employer.

#### **9.05 Meeting of Committee**

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

#### **9.06 Time Off for Meeting**

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer, shall have the right of attending meetings held within working hours without loss of remuneration.

#### **9.07 Technical Information**

Each party shall make available, on request by the other, existing information requested, as is available for things such as job descriptions, positions in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, pension and welfare plans and all other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes.

## **9.08 Education on the Job**

The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the Employees' lunch period or following the regular business day. The meeting shall be subject to prior approval of the Employer and the availability of space.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

### **10.01 Election of Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect up to five (5) Stewards, whose duties shall be to assist any Employee who the Stewards represent, in preparing and in presenting their grievance in accordance with the grievance procedure. One of the Stewards will be elected or appointed as a Lead Steward.

### **10.02 Names of Stewards**

The Union shall notify the Employer in writing of the name of the Stewards before the Employer shall be required to recognize them.

### **10.03 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 presenting resolutions as provided in this Article. The Union recognizes that each Steward is employed to perform full-time work for the Employer and that they 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 the permission of their Manager or designate, before leaving work. Such permission shall not be unreasonably withheld.

### **10.04 Right to have a Steward Present**

Employees shall have the right to be present at any step of the grievance procedure as set out below. Disciplinary interviews with the Employee which the Employer intends to result in written reprimands, 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 to be present. Prior to meeting with the Employer, reasonable opportunity shall be allotted for the Steward to meet with the Employee.

## **10.05 Settling of Grievance**

- (a) It is the mutual desire of the Employer and the Union to resolve all grievances as quickly and fairly as possible.
- (b) The discharge of an Employee who has not completed the probationary period as defined in Article 14 shall not be the subject matter of any grievance or arbitration under this Agreement unless the probationary Employee has been discharged in violation of any legislation.

### **Complaint Stage (Optional)**

Before a complaint is reduced to a written grievance, any Employee who has a complaint may, with the presence of a Steward if desired, discuss the matter with their Manager or designate within five (5) business days after the Employee first becoming aware of the facts giving rise to the complaint. The Manager or designate shall give the oral answer within five (5) business days thereafter.

#### **Step 1**

Within ten (10) business days of the Employee first becoming aware of the facts giving rise to a grievance (or within ten (10) business days of the answer rendered by the Manager or designate in the complaint stage), the Steward shall submit a written grievance to the attention of the Employee's Manager or designate.

Within five (5) business days of the grievance being submitted to the Manager or designate, the Manager or designate shall meet with the Steward to discuss the grievance. The Manager or designate shall provide to the Steward a written response to the grievance within five (5) business days of the grievance being submitted to the Manager or designate.

#### **Step 2**

Within ten (10) business days of the Manager or designate's response at Step 1 (or within twenty (20) business days of the grievance being submitted to the Manager or designate if no meeting is held or if the Manager or designate does not respond), the Steward may refer the grievance to the Chief Executive Officer or designate. Within ten (10) business days of the grievance being submitted to the Chief Executive Officer or designate, the Chief Executive Officer or designate shall meet with the Steward to discuss the grievance. The Chief Executive Officer or designate shall provide to the Steward a written response to the grievance within five (5) business days of such meeting.

Any grievance concerning discipline, discharge, or layoff as well as any policy grievance shall begin at Step 2.

### **Step 3 – Arbitration**

Within fifteen (15) business days of the Chief Executive Officer or designate response at Step 2 (or within twenty-five (25) business days of the grievance being submitted to the Chief Executive Officer or designate if no meeting is held or if the Chief Executive Officer or designate does not respond), the Steward may refer the grievance to Arbitration in accordance with Article 11 - Arbitration.

#### **10.06 Policy Grievance**

It is understood that the Branch may submit to the Union Secretary any complaint with respect to the conduct of officers, agents or Union representatives. If such complaint by the Branch is not settled to the mutual satisfaction of the parties, it may be treated as a grievance. The Union representative shall provide a response to the Chief Executive Officer or designate within five (5) business days of receipt of the grievance and the complaint may be referred to arbitration in the same way as a grievance of an Employee. Similarly, the Union shall have the right to process policy grievances involving questions of general application or interpretation which would not otherwise be processed by individual Employees. All policy grievances shall be initiated in writing at the Step 2 level of the grievance procedure.

#### **10.07 Union May Institute Grievance**

The Union and its representatives shall have the right to originate a grievance on behalf of an Employee or group of Employees and to seek adjustment with the Employer in the manner provided in the grievance procedure, within thirty (30) business days of the Union and its representatives first becoming aware of the facts giving rise to the grievance. Such a grievance shall commence at Step 2.

#### **10.08 Facilities for Grievances**

The Employer shall supply the necessary facilities for the grievance meetings, provided such facilities are available.

#### **10.09 Supplementary Agreements**

Signed supplementary agreements, including but not limited to Letters of Understanding and Memorandums of Settlement, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

#### **10.10 Failure to Act Within Time Limits**

If the grievor or the Union fail to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position on any future identical grievance. Notwithstanding this, no grievance may be referred to arbitration until the grievance procedure has been exhausted.

## **10.11 Technical Objections to Grievances**

No grievance shall be defeated by any formal or technical objection and an Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case. Notwithstanding this, no grievance may be referred to arbitration until the grievance procedure has been exhausted.

## **ARTICLE 11 – ARBITRATION**

### **11.01 Arbitration**

For all grievances referred to arbitration by either party, except for grievances concerning the interpretation of the language of the Collective Agreement the referring party shall suggest at the time of referral the names of three (3) persons it would accept as a Chairperson to act as a sole arbitrator to hear such grievance.

### **11.02 Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

### **11.03 Board Procedure**

The Board of Arbitration may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairperson is appointed.

### **11.04 Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.

### **11.05 Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

### **11.06 Expenses of the Board**

Each party shall pay:

- (a) The fees and expenses of the nominee it appoints; and
- (b) One-half (½) of the fees and expenses of the Chairperson.

### **11.07 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties.

### **11.08 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses. The witness will have the right to a Union Steward present for these proceedings.

### **11.09 Refer to Arbitration**

Wherever arbitration is referred to in this Collective Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the arbitration board at the same time notification is given under Article 11.01 advising the other party of proceeding to Arbitration. All other provisions referring to a board of arbitration shall appropriately apply.

### **11.10 Mediation**

The parties may agree to request the assistance of a mediator prior to arbitration. Each party shall pay one-half (½) of the fees of the mediator.

## **ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE**

### **12.01 Discharge Procedure**

An Employee who has completed their probationary period may only be suspended or dismissed for just cause. When an Employee is discharged or suspended, they shall be given the reason in the presence of their Steward. The Employee and the Union shall be advised immediately in writing by the Employer of the reason for the discharge or suspension.

## **12.02 May Omit Grievance Steps**

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10 - Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such cases.

## **12.03 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. They 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 an Arbitrator or Board of Arbitration, if the matter is referred to a Board.

## **12.04 Suspension**

When disciplinary action is contemplated, an Employee may be held out of service with pay in order for a thorough investigation to be conducted. The Employer will inform the Employee and the Union promptly in writing of the general nature of the reasons for the suspension. The Employer will notify the Employee and the Union in writing regarding the status of the investigation every fourteen (14) consecutive calendar days.

When the Employer meets with an Employee in order to inform them of disciplinary action to be taken against them, they shall have the right to a Union Steward present.

## **12.05 Warnings**

Whenever the Employer deems it necessary to discipline 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) business days after the discipline, give written particulars of such discipline to the Employee involved with a copy to the Union.

## **ARTICLE 13 – CLEARING OF RECORD**

**13.01** Any letter of censure including any discipline shall be removed from an Employee's record after a period of eighteen (18) months, provided that such record has been discipline free for the eighteen (18) month period.

### **13.02 Employee Records**

An Employee shall have the right at any time to have access to and review their Employee record in the presence of a representative of the Employer. An Employee shall have the right to make copies of any material in their Employee record, in the presence of a representative of the Employer.

### **13.03 Adverse Report**

The Employer shall notify an Employee and the Union in writing of any complaint made by an individual external to the Employer regarding the Employee(s). The Employer shall notify the Employee(s) and the Union of such a complaint within eight (8) business days of receipt of the complaint. In the event that there is probable belief that the health and safety of the Employee(s) subject to a complaint may be at risk, the Employee(s) and Union shall be notified immediately.

The notification shall include details of the complaint.

## **ARTICLE 14 – SENIORITY**

### **14.01 Seniority Defined**

Seniority is defined as the length of service in the bargaining unit and shall be a major factor in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

### **14.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An updated seniority list shall be sent to the Lead Steward or designate of the bargaining unit and shall be posted electronically in the Human Resources folder on the Branch's network on the first business day after January 1, April 1, July 1 and October 1 of each year.

### **14.03 Probation for Newly Hired Employees**

- (a) Newly hired Employees shall be on a probationary basis for a period of six (6) calendar 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) days or more.

The Employee shall be provided with a performance appraisal after three (3) months from the date of hire and six (6) months from the date of hire.

Employees successfully completing the probationary period of six (6) months and who are in a permanent position shall become permanent Employees at the end of the probationary period. There shall be only one period of probation served, starting at date of hire.

Temporary Employees who have successfully completed the probationary period shall become permanent Employee(s) immediately upon being successful candidates in a permanent position.

- (b) Newly hired Employees who have successfully completed their probationary period are not eligible to apply for subsequent job postings under this Collective Agreement for a period of one (1) year from the date of initial hire.
- (c) Except as provided in Article 14.03(a), probationary period may only be extended on the mutual written agreement of the Employer, the Union and the probationary Employee.

#### **14.04 Loss of Seniority**

An Employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

An Employee shall lose their seniority and shall be deemed terminated in the event:

- (a) They are discharged for just cause and is not reinstated.
- (b) They resign.
- (c) They are absent from work in excess of five (5) business days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) They fail to return to work within seven (7) calendar days following a layoff and 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 the Employer informed of their current address.
- (e) They are laid off for a period longer than twenty-four (24) months.
- (f) They are absent for more than twenty-four (24) months because of sickness or disability, or both, and have been deemed permanently unable to return to their own occupation. Prior to the termination of Employees under this clause, the Employer agrees to review the Employee's status to ensure that any action taken by the Employer complies with the Ontario Human Rights Code.

#### **14.05 Performance Appraisal**

Performance appraisals for Employees will occur on a yearly basis.

#### **14.06 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 transferred to a temporary position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the bargaining unit, but will not accumulate any further seniority. If the Employee returns to the bargaining unit, they will return to their previously held position.

Employees who have transferred to a permanent position outside of the bargaining unit, shall only retain their seniority for a period of up to twenty-four (24) months. If the Employee returns to the bargaining unit within the twenty-four (24) month period, they may be placed in a job consistent with their seniority. Such return shall not result in the layoff or displacement of an Employee holding greater seniority.

#### **14.07 Transfers and Seniority Inside the Bargaining Unit**

- (a) When an Employee transfers to a classification that has a wage rate equivalent to, or lower than the wage rate of their former classification, they shall carry their service progression as earned in former classification for the purpose of placement on the wage range of the new classification.
- (b) Whenever an Employee is promoted, to a classification that has a wage rate higher than their former classification, they shall receive the rate on the range of the new classification next higher than the amount received in the former classification. Service progression shall be counted from the date of promotion to the new role.

### **ARTICLE 15 – PROMOTIONS AND STAFF CHANGES**

#### **15.01 Job Postings**

- (a) When a vacancy occurs or a new position is being posted within the bargaining unit, the Employer shall notify the Union in writing two (2) business days in advance of posting. The position will be posted electronically for a minimum of one (1) week with email notification sent to all Employees. The Employer shall also notify Employees on leaves of two months or more by e-mail, provided the Employee has notified the Employer of their current e-mail address prior to commencement of the leave.

- (b) Temporary vacancies of less than one (1) month duration need not be posted and may be filled at the Employer's discretion. Where such position is filled by an existing Employee, such Employee's consent is required. The Employer shall inform the Union of the name of the Employee placed or hired into such position.

During the one (1) month temporary period of employment any newly hired Employee shall not have rights to apply to any vacancy except as an external candidate.

- (c) The Employer may fill a temporary vacancy created by any leave of absence of over one (1) month duration on a temporary basis in accordance with the following:
  - (i) Temporary vacancies of more than one (1) year duration shall neither be posted nor filled without the written consent of the Union. Such consent shall specify the term of such temporary position. However, if the temporary vacancy is the result of an Employee's leave of absence, the term will be determined by the length of the leave of absence.
  - (ii) The position shall be posted internally. Any successful applicant at the end of the temporary period shall be returned to their former position and status, and any other Employee affected shall likewise be returned to their position and status.
  - (iii) In the event the temporary vacancy is not filled through the internal posting procedure, the Employer may hire a new Employee for a fixed term or until the return of the absent Employee.
  - (iv) During the initial 12-month period of any temporary position, the newly hired Employee shall not have rights to apply to any vacancy except as an external candidate.
- (d) For other than new positions, once the Employer has posted a vacancy, the Employer may temporarily fill the position for up to one (1) month.

Any appointee at the end of the temporary vacancy shall be returned to their former position and status, and any other Employee affected shall likewise be returned to their position and status.

The termination of any newly hired Employee at the end of the fixed term, or upon the return of an absent Employee who is being replaced temporarily, shall be deemed to be for just cause.

## **15.02 Information in Postings**

- (a) Such notices shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range and job description.

Such qualifications may not be established in a discriminatory manner.

### **15.03 No Outside Advertising**

No outside advertisement for bargaining unit positions shall be placed until one (1) week after the job posting as required in Article 15.01.

### **15.04 Promotions and Transfers**

All cases of vacancy involving promotion and transfer shall be based on the following factors:

- (a) experience, knowledge, skills, competence and abilities;
- (b) seniority.

Where, in the judgement of the Branch, the qualifications in factor (a) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

The vacancy shall be filled within sixty (60) calendar days from the closing of the posting period.

### **15.05 Trial Period**

In the case of internal transfer or promotion, the successful applicant will complete a trial period of six (6) months for bargaining unit positions. Conditional on satisfactory performance, an Employee in a permanent position shall be declared the permanent incumbent in the position, after the trial period. Within this period the Employee may voluntarily return or be returned by the Employer to the position formerly occupied without loss of seniority, wage or salary rate. Any other Employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority, wage or salary rate. The trial period may be extended by mutual agreement between the parties.

Successful applicants for promotions or transfers, who have completed their trial period are not eligible to apply for subsequent job postings under this Collective Agreement for a period of one (1) year from the date of promotion or transfer to the new position.

### **15.06 Promotions Requiring Higher Qualifications**

Consideration for promotion will be given to an applicant who does not possess the required qualifications but is preparing for qualification prior to filling of a

vacancy. If such Employee is promoted, they will be given an opportunity to qualify within a reasonable length of time and to revert to their former position if the required qualifications are not met within such time.

#### **15.07 Union Notification**

The Union shall be notified in writing of all appointments, hirings, layoffs, transfers, recalls and terminations of employment of Employees holding jobs within the bargaining unit.

#### **15.08 Duty to Accommodate**

The Employer and the union recognize that Employees may have accommodation needs within the workplace. The Parties acknowledge that this duty to accommodate applies equally to the Union and the Employer.

The Employer and the Union are committed to finding co-operative solutions to the workplace and contractual barriers to workers requiring accommodation as defined under the *Ontario Human Rights Code*.

The Employer and the Union are responsible for assessing potential modifications, both temporary and permanent, to assist Employees to return to work and remain at work.

#### **15.09 Bilingualism**

No Employee shall be laid off by reason of not being bilingual.

#### **15.10 Exit Interviews**

When an Employee leaves the workplace permanently, they will be offered an exit interview, which will be conducted with a Human Resources representative (People and Culture) and the option of having a Union Steward present. Trends are reported to the Board of Directors quarterly.

### **ARTICLE 16 – LAYOFFS AND RECALLS**

#### **16.01 Role of Seniority in Layoffs**

- (a) Whenever the Employer determines that an Employee or Employees are to be laid off, such layoffs shall be in reverse order of seniority among Employees within the classification.
- (b) Employees who are in receipt of layoff notice may displace an Employee with the least seniority in the position into which they wish to displace provided that they meet the qualifications of the position.

- (c) An Employee must advise the Employer of which position the Employee wants to displace into within seven (7) days of having received a notice of layoff or having failed to do so shall forfeit such right.
- (d) An Employee displaced by a more senior Employee shall be entitled to notice of layoff as per Article 16.05.
- (e) It is understood that the Employer may designate bilingualism as a qualification to the extent necessary to meet its obligations under the *French Language Service Act, 1986 "R.S.O. c.45"*.

#### **16.02 Recall Procedure**

The recall period shall be twenty-four (24) months. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

#### **16.03 No New Employees**

No new Employees will be hired until those laid off have been given an opportunity of recall to a permanent position. In the event the position that the Employee is recalled to is in a different classification than they held previous to layoff, then article 14.07 shall apply.

#### **16.04 Temporary Positions while on Recall**

Employees on the recall list shall be notified of all temporary vacancies and shall be eligible for any temporary vacancies for which they are qualified. Neither the acceptance nor the declining of one or more temporary positions shall affect an Employee's recall rights to a permanent position based on seniority.

#### **16.05 Advance Notice of Layoff**

Employees who are to be laid off shall receive not less than two (2) months written notice or payment in lieu thereof. A copy of such notice shall be provided to the Union at the time of issue. All such notices shall be either hand delivered or sent by email.

#### **16.06 Continuation of Benefits**

The Employer agrees to continue its existing contributions for benefits plans during a layoff of less than six (6) months. In the event of a longer layoff, Employees affected will be given the right to continue this coverage through direct payments, subject to the time limits in 14.04 (e).

#### **16.07 Grievance on Layoffs**

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

## **ARTICLE 17 – HOURS OF WORK**

### **17.01 Normal Hours**

The normal work week consists of thirty-five (35) straight-time hours each week, Monday through Friday. The normal daily hours of work shall be from 8:30 a.m. to 4:30 p.m. inclusive of a one-hour unpaid meal break. The Employer agrees not to schedule work on Saturday or Sunday.

### **17.02 Flexible Hours**

Employees may request adjustments to this work schedule on an individual basis subject to operational requirements. No Employee shall be regularly scheduled to work earlier than 8:00 a.m. nor to finish later than 5:00 p.m. The Employer shall consider and decide on such requests in accordance with Article 2, Management Rights.

The Employer may withdraw its consent to any individual arrangement with one month's written notice. The Employee may revert to the normal hours of work with one month's written notice.

On occasion, an Employee may ask or be asked to flex their hours for a limited period, based on mutual agreement with the Employee and their Manager or designate.

### **17.03 Compressed Work Week**

The parties agree to Compressed Work Week Agreements, whereby a number of Employees, to be determined by the Employer, shall work a Compressed Work Week for a period of time determined by the Employer.

Examples of a Compressed Work week include:

- One (1) paid day off after working fourteen (14) days in which an additional half (1/2) hour is worked, or
- One 3.5-hour afternoon or morning is granted as paid time off after working fourteen (14) days in which an additional 15 minutes are worked.

## **ARTICLE 18 – JOB SHARING**

- 18.01 (a)** The parties agree to implement a job sharing arrangement. Every job sharing arrangement shall require the written consent of the Union, the Employer, and the Employees affected. Either the Union or the Employer may withhold consent in order to limit the number of such arrangements.

- (b) The Branch or the Union may terminate the agreement with six (6) weeks written notice.

During the initial thirty (30) days of the job sharing arrangement, the job sharer whose original full-time job is being shared, may cancel the arrangement and claim their full-time job.

- (c) Job sharing is defined as an arrangement whereby two (2) Employees share the hours of work of one full-time position on a 50/50 basis or as otherwise agreed. The position involved in a job-sharing arrangement will be maintained as a full-time position in the Branch's staffing complement.
- (d) Requests from Full-time Employees who wish to enter into a job-sharing arrangement will be considered on an individual basis and the Branch reserves the sole right to determine the appropriateness of such arrangements.
- (e) A list of all job shared positions and incumbents shall be maintained by the Employer and shared with the Union as required.

#### **18.02 Union Dues**

The Branch shall deduct from each job sharer's pay, and remit to the Union each month, an amount equal to the regular monthly dues designated by the Union.

#### **18.03 Seniority**

- (a) All job sharers shall enjoy all rights and privileges set out in the Collective Agreement unless specifically agreed otherwise.
- (b) All seniority, service, sick leave, vacation and other credits shall be retained and transferred with the job sharer if they transfer from full-time or part-time employment to a job sharing position, and vice versa.

#### **18.04 Scheduling**

- (i) The normal weekly hours of work for the job sharing position will be thirty-five (35) hours. Each job sharer will not be scheduled to work more than one half of the normal weekly hours of work, unless mutually agreed otherwise.
- (ii) Schedules will conform with the Collective Agreement which sets out scheduling regulations.
- (iii) Job sharers will determine the division of scheduled hours, subject to the approval of the Branch. It will be the responsibility of the job sharer requesting a change in shift to inform their Manager or designate prior to the start of the changed shift.

## **18.05 Transfers/Terminations**

Should one partner transfer or terminate employment, the remaining partner shall continue to work their own schedule for thirty (30) days. The position will be posted. If a suitable replacement cannot be found, the shared position will revert to a full-time position and be offered to the remaining job sharer.

In the event that Employee will not accept the full-time position, the full-time position will be considered vacant and will be posted according to the Collective Agreement. The remaining job sharer will be subject to layoff.

## **18.06 Layoffs/Displacement**

- (i) An Employee who is in receipt of notice of layoff may displace a job sharer if they are otherwise entitled to do so in accordance with other provisions of the Collective Agreement. Such Employee, if senior to both job sharers, may displace both job sharers to obtain the job shared position.
- (ii) A job sharer who is in receipt of notice of layoff, who has been displaced in the displacement process may displace any other Employee if they are otherwise entitled to do so in accordance with other provisions of the Collective Agreement. It is understood that the hours of work of the position into which they may elect to displace will not be altered.

## **ARTICLE 19 – OVERTIME**

**19.01** The parties agree that overtime will be taken at the rate of one hour off with pay for every hour worked in excess of seven (7) hours in a day within the normal daily hours of work described in Article 17. The parties further agree that any hours worked in excess of seven (7) hours in a day outside the normal daily hours of work described in Article 17 will be taken at the rate of one (1) and one-half (1½) hours off with pay for every hour worked. Subject to the foregoing overtime will be taken at the rate of one (1) hour off with pay for every hour worked in excess of thirty-five (35) hours in one (1) week.

**19.02** Monday to Friday Positions: Any Employee who performs work on Saturday or Sunday shall be entitled to time off, with pay, equal to one and one-half (1½) times the number of hours worked on such day.

- 19.03** (a) Except in cases of emergency, all overtime shall be authorized and approved in advance by the Manager or designate.
- (b) All emergency overtime shall be submitted to the Manager or designate for approval within two (2) days of occurrence.

- (c) Compensatory time shall be taken at time or times mutually agreeable to the Manager or designate and the Employee within fifteen (15) business days of occurrence.
- (d) Overtime premium will not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

**19.04 No Pyramiding of Premiums**

The parties agree that there will be no pyramiding of premiums under this Agreement. Where an Employee qualifies for payment of premium rates under more than one (1) provision of this Agreement, the Employee shall be paid under one (1) provision only – that which provides the higher rate – and shall receive no additional compensation in respect to other provisions, except as specifically provided for in this Agreement.

**ARTICLE 20 – HOLIDAYS**

**20.01 Paid Holidays**

The Employer recognizes the following as paid holidays:

- |                |  |
|----------------|--|
| New Year's Day | Civic Holiday                            |
| Family Day     | Labour Day                               |
| Good Friday    | National Day of Truth and Reconciliation |
| Easter Monday  | Thanksgiving Day                         |
| Victoria Day   | Christmas Day                            |
| Canada Day     | Boxing Day                               |

**3 Floating Holidays**

Floating Holiday: To be taken at times mutually agreeable to the Manager or designate and the Employee.

Four (4) hours on the last business day preceding Christmas Day and New Year's Day.

And any other day proclaimed as a holiday by the Municipal, Federal or Provincial Government.

**20.02 Compensation for Holidays Falling on Saturday, for Employees Regularly Scheduled Monday to Friday**

For Employees regularly scheduled Monday to Friday, when any of the above-noted holiday falls on a Saturday, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

### **20.03 Compensation for Holidays Falling on Sunday, for Employees Regularly Scheduled Monday to Friday**

For Employees regularly scheduled Monday to Friday, when any of the above-noted holidays falls on a Sunday, the following Monday (or Tuesday where the preceding clause already applied to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

### **20.04 Pay for Work on Scheduled Holiday**

- (a) Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) day's pay.
- (b) Employees who work on the above holidays shall receive time and one-half for each hour worked, and their regular wages for the day.

## **ARTICLE 21 – VACATIONS**

### **21.01 Length of Vacation**

Employees shall receive an annual vacation with pay in accordance with credited seniority as follows:

- (a) For the first one (1) year of employment, this entitlement shall be earned at the rate of 1.67 business days per month;
- (b) For the next nine (9) years of employment, at the rate of twenty (20) business days per year, earned at the rate of 1.67 business days per month;
- (c) After ten (10) years of employment, at the rate of twenty-five (25) days per year, earned at the rate of 2.083 business days per month;
- (d) After fifteen (15) years of employment, at a rate of thirty (30) days per year, earned at the rate of 2.5 business days per month;

Up to five (5) days' vacation from the current year (April 1 – March 31) can be carried over to the next year.

Up to ten (10) days' vacation from the current year can be carried over to the next year (April 1 – March 31) provided that at least fifteen (15) days of vacation have been used in the current year.

### **21.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an Employee's vacation, they shall be allowed an additional day's paid vacation.

### **21.03 Vacation Pay on Termination**

An Employee terminating their employment at any time in their vacation year, before they have had vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. All carried over vacation from the previous year as per Article 21.01 will be paid out at the Employee's current rate.

### **21.04 Preference in Vacations**

Employees may take vacation at any time during the year. However, such vacation shall be taken at a time mutually agreeable to both the Branch and the Employee. Normally in the case of a conflict between Employees regarding vacation time, seniority shall govern.

### **21.05 Unbroken Vacation Period**

An Employee shall be entitled to receive their vacation in an unbroken period, unless otherwise agreed between the Employee and the Employer.

### **21.06 Approved Leave of Absence During Vacation**

Where an Employee qualifies for sick leave, bereavement, or any other approved leave during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option. A medical certificate by a qualified practitioner may be required after one (1) day of sickness. The cost of such medical certificate shall be borne by the Employer. Proof of bereavement may be requested.

## **ARTICLE 22 – SICK LEAVE PROVISIONS**

### **22.01 Sick Leave Defined**

Sick leave means the period of time an Employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or because of an accident for which compensation is not payable under the Workplace Safety Insurance Board (WSIB). Employees shall not be directed or expected to perform any duties during such absence. Accordingly, Employees will inform the Employer of their absence due to sick leave and provide their prior client commitments for the relevant period. The Employee shall inform the Employer at their earliest possible opportunity at the beginning of their absence.

### **22.02 Annual Paid Sick Leave**

Eighteen (18) days sick leave per year shall be earned by an Employee at the rate of one and one-half (1½) days every month an Employee is employed.

### **22.03 Maximum Accumulation of Annual Paid Sick Leave**

The unused portion of an Employee's sick leave shall accrue to a maximum of 85 business days as a bridge to Long Term Disability insurance benefits, if eligible, subject to insurance carrier approval.

### **22.04 Illness in the Family**

In case of illness of an immediate member of the family of an Employee, the Employee shall be entitled, after notifying their Manager or designate, to use a maximum of ten (10) accumulated sick leave days per illness for this purpose.

### **22.05 Deduction from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working hours (exclusive of holidays) absent for sick leave.

### **22.06 Proof of Illness**

An Employee may be required to obtain a certificate or document from a medical practitioner for any illness in excess of five (5) consecutive business days, certifying that they are unable to carry out their duties due to their illness or the illness of a family member. If the note is required by the Employer, the cost will be borne by the Employer.

### **22.07 Sick Leave During Leave of Absence**

When an Employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence or layoff, they shall not earn or accrue sick leave credit during the period of such absence but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

### **22.08 Extension of Sick Leave**

An Employee who is eligible to apply for and has completed the Long Term Disability plan waiting period will be able to apply to receive Long Term Disability insurance benefits, subject to insurance carrier approval.

### **22.09 Sick Leave Record**

Immediately after the close of each year, each Employee shall review the sick leave records of the Employer and verify that the accumulated sick leave is correct. An Employee is to be advised, on application, of the amount of sick leave accrued to their credit.

## **ARTICLE 23 – LEAVE OF ABSENCE**

### **23.01 Negotiation Pay Provisions**

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer, as called for by the Agreement.

### **23.02 Grievances and Arbitration Pay Provisions**

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in connection with the grievance or arbitration procedures.

### **23.03 Leave of Absence for Union Functions**

Leave of absence without pay and without loss of seniority shall be granted, upon approval of the Employer, to a maximum of two (2) Employees away at any one time elected or appointed to represent the Union at Union conventions. No more than two (2) Employees shall be granted such leave of absence at any one time to attend trainings or conferences. Requests to attend training or conferences must be made in writing with at least two (2) weeks' notice, when possible. Such requests shall be responded to promptly. Employees who request leave for Union training and/or conferences are allowed a maximum of ten (10) days annually per member up to a maximum of twenty (20) days membership wide. Leave of absence without pay shall be granted to Employees by the Employer to attend Executive and Committee meetings of CUPE, its affiliated or chartered bodies. The Employer will consider additional leave for Union business for training purposes. Such approval shall not be unreasonably withheld.

### **23.04 Paid Bereavement Leave**

- (a) An Employee shall be granted five (5) business days off without loss of pay in the event of death of Employee's parent (including step-parent or foster parent), spouse (including common-law partner and same sex partner), or child (including step-child or foster child).
- (b) An Employee shall be granted four (4) business days off without loss of pay in the event of death or terminal illness of Employee's sibling, partner or fiancé(e).
- (c) An Employee shall be granted three (3) business days off with pay in the event of the death, or terminal illness of an Employee's grandparent, grandchild, former guardian, any second-degree relative who has been residing in the same household, mother-in-law, father-in-law, sister-in-law or brother-in-law or for a miscarriage.

- (d) An Employee may use additional paid time off entitlements with the Employer's approval.

### **23.05 Medical Care Leave**

Employees shall be allowed up to twenty-one (21) hours per annum paid leave of absence in order to engage in personal preventive health care. On request, Employees may be required to show proof of health care.

### **23.06 Service Requirements for Pregnancy/Parental Leave**

A pregnant Employee who started employment with the Branch at least thirteen (13) weeks before the expected birth date is entitled to a pregnancy leave without pay.

An Employee who has been employed by the Branch for at least thirteen (13) weeks and who is a parent of a child is entitled to a parental leave without pay following:

- (a) The birth of a child; or
- (b) The adoption of a child.

### **23.07 Seniority Status During Pregnancy/Parental Leave**

Seniority and service shall continue to accrue during pregnancy and parental leave.

### **23.08 Length and top up of Pregnancy/Parental/Adoption Leave**

Employees are entitled to up to seventeen (17) weeks of pregnancy leave; and where the Employee takes pregnancy leave and parental leave, up to sixty-one (61) additional weeks of parental leave in accordance with the Employment Standards Act. An Employee who takes only parental leave will be granted up to sixty-three (63) weeks of leave in accordance with the *Employment Standards Act*. Parental leave must begin within seventy-eight (78) weeks of the birth or the child coming into care, custody and control of the parent in accordance with the *Employment Standards Act*.

An Employee who takes pregnancy and/or parental leave may be granted upon written request an extension of such leave up to one (1) year inclusive at the discretion of the Employer.

An Employee who is on pregnancy leave as provided under this Agreement and who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy percent (70%) of their regular weekly earnings and the sum of their

weekly Employment Insurance pregnancy benefits during their leave and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the Employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the Employee is in receipt of such benefits, for a maximum period of fifteen (15) weeks for a pregnancy leave. The Employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

In addition to the foregoing, the Employer will pay the Employee seventy percent (70%) of their normal weekly earnings during the first one (1) week period of the leave while waiting to receive Employment Insurance benefits.

An Employee who is on parental leave, as defined by the *Employment Standards Act*, as provided under this Agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, 1996, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy percent (70%) of their maximum weekly earnings and the sum of their weekly Employment Insurance parental benefits during their leave and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the Employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits, and shall continue while the Employee is in receipt of such benefits, for a maximum period of ten (10) weeks for a parental leave. The Employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the parental leave times their normal weekly hours.

In addition to the foregoing, the Employer will pay the Employee seventy percent (70%) of their normal weekly earnings during the first week period of the leave while waiting to receive Employment Insurance benefits.

### **23.09 Employer Payment of Benefits During Pregnancy/Adoption/Parental Leave**

The Employer shall pay the full premiums for the benefits listed in Article 26.01 for up to seventy-eight (78) weeks in the case of an Employee who takes pregnancy and parental leave and for up to sixty-three (63) weeks in the case of an Employee who takes only parental leave.

### **23.10 Procedure for Beginning and Ending of Pregnancy/Adoption/Parental Leave**

An Employee must give at least two (2) weeks' written notice of the date on which pregnancy and parental leave is to begin and, in the case of pregnancy leave, a certificate from a legally qualified medical practitioner stating the

expected birth date. The cost of such medical certificate shall be borne by the Employer.

An Employee may end pregnancy leave and/or parental leave on an earlier day if the Employee gives the Branch at least four (4) weeks' written notice of that day.

The Employer of an Employee who has taken pregnancy leave or parental leave shall reinstate the Employee when the leave ends to the position the Employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

### **23.11 Benefits for Extended Pregnancy/Adoption/Parental Leave**

If the Employee is approved for an extension of pregnancy and/or parental leave, the Employee pays 100% of the premiums for continuing benefit coverage. The Employer shall continue to pay its share where the leave is required for medical reasons as per a certificate from a medical doctor.

### **23.12 Family Leave**

Employees shall be allowed leave of absence with pay and without loss of seniority for the following reasons:

<b>Reasons</b>	<b>Leave of Absence</b>
Employee's marriage Marriage of Employee's child, brother, sister, mother or father	Three (3) business days The day of the wedding
Birth (non-birth partner) or adoption (Employee's partner)	One (1) week surrounding the birth or adoption
Moving of primary residence or to attend to major damage to primary residence	One (1) business day

### **23.13 Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court. The Employer shall pay such an Employee the difference between their normal earnings and the payment they receive for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount received. Time spent by an Employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

### **23.14 Leave for Court Appearance**

In the event an Employee is accused of an offence which requires a court appearance, they shall be given an automatic leave of absence without loss of seniority but without pay. In the event that the accused Employee is jailed awaiting a court appearance, they shall be given an automatic leave of absence without loss of seniority but without pay. If the accused is found guilty and sentenced, their employment status will be assessed by the Employer.

### **23.15 General Leave**

An Employee may apply for general leave and such leave may be granted with or without pay but without loss of seniority.

Such requests shall be answered in writing within three (3) weeks.

### **23.16 Professional Development / Educational Leave**

Employees are entitled to a maximum of five (5) days of leave each fiscal year for professional development / educational leave to attend a course, or fulfill the requirements for a certificate, diploma or degree related to their role or the work of the Branch. Employees may be directed or expected to perform duties during such absences in urgent situations. This leave shall be without loss of pay or benefits.

The Employer may grant leave of absence without pay to an Employee to fulfill the requirements of a certificate, diploma or degree (such as a practicum or placement).

Requests for leave shall be made in writing as early as possible and shall be answered in writing within three (3) weeks, unless mutually agreed otherwise.

### **23.17 Professional Development / Education Funds**

At the beginning of each fiscal year, the Employer will establish a fund for professional development / educational advancement. Opportunities for funding will be awarded equitably among permanent Employees having two (2) years or more of service. The request for funding must be related to the Employee's current role or the work of the Branch and approved by the Employee's Manager or designate. Such approval shall not be unreasonably denied.

Unspent monies remaining in the fund as of January 15<sup>th</sup> will be communicated to the Union and all staff. Staff shall have the opportunity to submit requests to their Manager or designate to access additional training funds. The training must be approved by the Employee's Manager or designate. Such approval shall not be unreasonably denied. Training needs to take place on or before March 31<sup>st</sup>.

### 23.18 Notice of Training Opportunities

The Employer shall post notice of training opportunities for eligible Employees to register. The notice will be posted electronically and shall contain the following information:

- (1) Type of training opportunity
- (2) Time and duration of the training
- (3) Location of the training
- (4) Prerequisites, if applicable

### 23.19 Self-Funded Leave Plan

This Plan is available to all permanent, full-time Employees who have completed two years of service. Eligible Employees may apply for participation in a pre-paid, Self-Funded Leave Plan for a one-year leave of absence funded solely by the Employee and financed through a deferral of salary in accordance with Part LXVIII of the Income Tax Regulations, Section 6801. The Self-Funded Leave Plan shall be subject to the following terms and conditions.

- (a) **Purpose of Plan:** The purpose of the plan is to give Employees an opportunity to self-fund a leave of absence so that they can plan an extended break from work for personal reasons. It is not intended to help fund a retirement or other permanent separation from CMHA. Government regulations require that upon completion of the leave, the Employee must return to work with the Employer for a period of at least a year and that the Employee cannot be employed by the Employer in any capacity during the leave period, even if that employment is casual and unrelated to their normal duties.
- (b) **Method of Deferral:** One of the following options must be chosen to determine the period during which salary is held back and accumulated:
  1. Three (3) years of deferral of one-quarter (25%) of annual salary in each year, followed by a one (1) year leave of absence.
  2. Four (4) years of deferral of one-fifth (20%) of annual salary in each year, followed by a one (1) year leave of absence.
  3. Five (5) years of deferral of one-sixth (16%) of annual salary in each year, followed by a one (1) year leave of absence.
  4. Employees may propose different periods during which salary is held back. The Employer and the Union must both accept these proposed periods in order for them to be approved. The leave must

be taken at the end of the deferral period. The Employee, cannot, for example, take a leave in year two of the deferral period and then pay CMHA back over the next three years.

- (c) **Application Process:** Eligible Employees must make written application to the Employer stating the intended purpose of the leave at least three (3) months prior to the intended commencement of the plan (i.e. the salary deferral period). Written applications will be reviewed by the Employer and the Employee will be informed of the disposition of their application as soon as is reasonably possible. Applications for leaves will be granted according to the operational requirements of CMHA.
- (d) **Deferred Salary Not Accessible:** During the years of salary deferral, the percentage of gross annual salary will be deducted and held for the Employee and will not be accessible to them until the year of leave or upon withdrawal from the plan.
- (e) **Manner in which Deferred Salary Held:** The manner in which the deferred salary is held shall be at the discretion of the Employer. Any interest earned will be credited monthly. The accumulated interest, if any, will be paid to the Employee at the end of each calendar year during the deferral period and reported by CMHA to the Employee and to Revenue Canada.
- (f) **Number of Employees in Plan:** The number of Employees entered into the plan of salary holdback shall be determined by CMHA in accordance with its staffing requirements.
- (g) **Payment of Deferred Salary:** The deferred salary shall be paid by CMHA in equal installments on the regular pay dates of the Employer.
- (h) **Benefit Coverage During the Salary Deferral Period:** From the first day of salary deferral, until the leave period begins, the following benefit coverage and salary deductions will take effect:
  - 1. Sunlife Pension plan contributions will be based on the reduced salary.
  - 2. HOOPP contributions will be based on the Employee's regular earnings. Contributions are based on 100% of what the member would have earned had they worked their usual hours.
  - 3. Income tax and/or other statutory deductions will be based on the reduced salary, with the exception of EI premiums which are calculated on the Employee's regular salary.
  - 4. Group insurance benefits will be based on the reduced salary. The normal cost sharing arrangements apply.

5. Vacation and sick leave credits will accumulate as if the Employee is receiving 100% of salary.

(i) **Benefit Coverage during the Leave Period:**

1. Sunlife Pension Plan contributions will be based on the deferred amount as long as Revenue Canada regulations permit it.
2. HOOPP contributions will be based on the Employee's regular earnings. Contributions are based on 100% of what the member would have earned had they worked their usual hours.
3. Income tax and CPP deductions are based on the deferred amount. There are no EI premiums deducted.
4. Some limited benefit coverage may be available for a portion of the leave on the deferred amount, subject to continued eligibility of the insurer. If the Employee opts to take the limited coverage, the premiums will be the full responsibility of the Employee. This is consistent with benefits coverage for other leaves without pay.
5. The premiums, if any, will be deducted from the deferred salary payments.
6. Vacation and sick leave are not accumulated during the leave period.

(j) **Return from leave:** On return from leave, an Employee shall return to the same position held prior to going on leave. Any balance of vacation leave accrued to an Employee before the leave will be reinstated.

(k) **Cancellation of the Leave:** It is expected that an Employee will continue to be committed to their plan for self-funded leave. However, in the case of unforeseen or extenuating circumstances, an Employee may withdraw from the plan up to three (3) months prior to taking the leave of absence provided that they notify the Employer, in writing. The deferred salary, less any required tax withholdings, plus any accrued interest not already paid, will be returned to the Employee on withdrawal within a reasonable period of time. If the Employee terminates employment, the deferred salary held by the Employer, will be returned to the Employee. In the case of the Employee's death, the deferred salary will be paid to the Employee's estate. Employees considering cancellation should familiarize themselves with the tax implications of doing so.

(l) **Replacement of the Employee:** The Employer will endeavour to find a temporary replacement for the Employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, the leave may be postponed. The Employer will give the Employee as much

notice as is reasonably possible. The Employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to them within a reasonable period of time.

(m) **Final approval:** Final approval for entry into the self-funded leave plan will be subject to the Employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the Employee's salary. This formal agreement shall be in writing and set out the terms of the plan agreed to and the conditions within. It shall include but not be limited to:

1. A statement that the Employee is entering the Self-Funded Leave Plan in accordance with Article 23.19 of the Collective Agreement and covering details including:

Employees shall assume the responsibility of making themselves aware of the implications of the plan related to its effect on pension provisions and income tax. Those wishing to participate in the last five (5) years before retirement should take care to look into the implications of doing so.

2. The period of salary deferral and the intended dates of the leave.
3. The letter of application from the Employee to the Employer to enter the self-funded plan will be appended to form part of such written agreement.

## **ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES**

### **24.01 Pay Days**

The Employer shall pay salaries and wages every second Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

### **24.02 Equal Pay for Equal Worth**

The principle of equal pay for equal worth shall apply regardless of gender identity.

### **24.03 Pay on Temporary Transfers, Higher Rated Jobs**

When an Employee temporarily performs the principal duties of a higher paying position, they shall receive the higher rate of pay.

#### **24.04 Pay on Temporary Transfers, Lower Rated Jobs**

When an Employee is temporarily assigned by the Employer to a position paying a lower rate, their rate shall not be reduced. When an Employee temporarily posts into a position paying a lower rate pursuant to Article 15 or otherwise, they shall be paid the rate of the posted position in accordance with their seniority.

#### **24.05 Business use of Personal Vehicle**

Employees who are required to drive their own car for Branch business shall be reimbursed at the Canada Revenue Agency rate (the rate for the first 5,000 kilometers and the rate for additional kilometers after). This mileage reimbursement includes all costs incurred for business use of personal vehicle, including all required insurance.

Adjustment to the mileage rate will automatically take place on April 1<sup>st</sup> each year.

Employees shall complete a travel log provided by the Employer indicating departure point, destination point, reason for travel and the number of kilometers travelled for Branch business. The travel log shall be submitted to the Employer within ten (10) business days after the end of the month.

Payment shall be made each month within one pay period of the remittance of the travel log.

All employees who use their own car for Branch business must furnish proof of a minimum of \$1,000,000 Liability Insurance and proof that their insurance company knows the Employee is transporting non-family members.

Employees must maintain a G-class driver's license in good standing. Speeding tickets and parking infractions are the responsibility of the Employee. The Employee needs to report criminal convictions or infractions that affect the status of their driver's license to Human Resources (People and Culture).

The Employee is responsible for maintaining necessary and relevant receipts for their own income tax purposes as needed.

#### **24.06 Part-Time Employees**

Part-time Employees shall receive the wage rates, and conditions of employment specified in this Agreement on a pro rata basis according to their hours of work, subject to limits imposed by insurance plan providers.

#### **24.07 Legal Fees**

The Employer shall pay legal costs arising out of the defence of an Employee charged in any court as a result of performing their duties for the Employer,

exclusive of the giving of professional treatment, advice or the omission thereof, in accordance with present insurance coverage.

#### **24.08 Parking**

The Employer will provide daily parking at the Employer's main office headquarters through its facility lease or otherwise at no cost to Employees required to use their cars for branch business.

Employees shall be reimbursed for all parking costs supported by receipts incurred while engaged in Branch business. If meter parking is used such that a receipt is not available, Employees will include sufficient detail on their claim to allow for the expense to be assessed for reimbursement.

Parking tickets are the responsibility of the Employee.

#### **24.09 Client Expenses**

Employees who are actively at work in full-time positions with client-related expenses will receive a flat rate of thirty-four dollars and sixty-two cents (\$34.62) per pay period. Employees who are actively at work in part-time positions with client-related expenses will receive an amount pro-rated to the number of hours worked per week.

Employees on extended paid leave, for more than 10 business days, or who are on unpaid personal leave or absence or self-funded leave do not have client expenses and are not eligible for this payment.

Payment shall be made by direct deposit on each paycheque. Exceptional expenses may be considered by the Employer in addition to the above.

#### **24.10 Cleaning of vehicle**

- (a) Upon approval by their Manager or designate, Employees who are required to transport clients using their personal vehicles will be reimbursed one hundred dollars (\$100) plus tax once per fiscal year for professional interior car cleaning.
- (b) If an incident occurs while transporting a client, upon approval by their Manager or designate, an Employee will be reimbursed a maximum of two hundred dollars (\$200) plus tax for professional interior car cleaning. An incident includes but is not limited to bodily fluids, bed bugs, etc. The Employer recognizes there may be circumstances where the cost may exceed the maximum limit, and this will be addressed on a case-by-case basis.
- (c) A receipt is required for reimbursement.

## **ARTICLE 25 – JOB CLASSIFICATION AND RECLASSIFICATION**

### **25.01 Job Description**

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent, within sixty (60) business days of signing of this Agreement. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within sixty (60) business days. The Union shall have the right to grieve at Step 2 or arbitrate any dispute involving job descriptions.

### **25.02 Job Classification**

The parties acknowledge the classification of positions in the bargaining unit is established outside this bargaining relationship including knowledge requirement and the desired level of experience.

When a new classification is established by the Branch or an existing classification is changed, the Employer shall provide a copy of the job description to the Union and notify the Union of the proposed rate of pay. The rate of pay shall be established by comparing with the requirements and the rates of pay of other classifications in the bargaining unit. If the Union challenges the proposed rate, a meeting will be held between the parties to endeavour to negotiate a mutually satisfactory rate. If the parties are unable to agree, the dispute concerning the rate of pay may be submitted to arbitration.

### **25.03 No Elimination of Existing Classification**

Existing classifications shall not be eliminated without prior agreement with the Union.

## **ARTICLE 26 – BENEFITS**

### **26.01 Benefits**

Premiums for the following plans shall be paid for in the manner indicated:

#### **Premiums paid one hundred percent (100%) by the Employer:**

Group Life Insurance

Pension Plan – for permanent Employees who are not enrolled in HOOPP

Employee Assistance Plan

Sick Leave Provisions

Refer to plan details for limits set by the insurance provider.

**Premiums paid fifty percent (50%) by the Employer and fifty percent (50%) by Employee:**

Extended Health Care Plan (compulsory benefit for all new Employees).

Dental Plan

Refer to plan details for limits set by the insurance provider.

**Premiums paid one hundred percent (100%) by the Employee:**

Long Term Disability (salary continuance)

Refer to plan details for limits set by the insurance provider.

**26.02** The Union shall receive a copy of the plan text for all benefits within one (1) month of ratification.

**26.03 HOOPP (Healthcare of Ontario Pension Plan)**

All eligible full-time Employees must join the HOOPP upon date of hire. Part-time Employees will have the option to join the HOOPP.

Employees as of December 31, 2015, who chose to opt out of the HOOPP may opt in at a later date in accordance with the terms of the plan. The Employer RSP contribution of 4.5% as per Article 26.01 will remain in effect until such Employees join the HOOPP.

The terms and conditions of the HOOPP apply, including with respect to which Employees must participate.

The obligations of the Employer under the HOOPP will be limited to the regular Employee contributions required from the HOOPP from time to time and in particular, will not include any Employers contributions for payments in respect of buy-back service.

**26.04 Workplace Safety Insurance Board Top-up**

An Employee prevented from performing their regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety Insurance Board as compensable within the meaning of the Workplace Safety Insurance Board shall receive from the Branch the difference between the amount payable by the Workplace Safety Insurance Board and their regular salary for the first seventy-five (75) business days or one hundred and five (105) calendar days.

## **26.05 Temporary Employees**

Temporary Employees with less than a one (1) year contract will receive eight percent (8%) of their earnings added to their salary in lieu of Group Life Insurance and Pension Plan. Temporary Employees with more than a one (1) year contract will receive eight percent (8%) in lieu of Group Life Insurance and Pension Plan; earn eighteen (18) days annual sick leave per year at the rate of 1.5 days each month they are employed.

Temporary Employees with more than a one (1) year contract shall have access to paid bereavement and medical care leave as per Article 23.

Temporary Employees who opt for the Branch to enrol or maintain their active enrolment in the HOOPP will receive four percent (4%) of their salary added to their earnings in lieu of Group Life Insurance.

## **ARTICLE 27 – HEALTH AND SAFETY**

### **27.01 Injury Pay Provisions**

An Employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the Employee is fit for further work on that shift. An Employee who has received payment under this section shall receive pay for the time necessarily spent for further medical treatment of the injury during regular scheduled working hours, subsequent to the day of the accident, unless receiving benefits under the Workplace Safety and Insurance Board for the same injury.

### **27.02 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for Employees requiring care by a physician or hospital as a result of an accident that occurs while at work performing work for the Employer shall be at the expense of the Employer.

### **27.03 Health and Safety**

The parties agree that a Joint Occupational Health and Safety Committee will operate in the workplace in accordance with the Occupational Health and Safety Act (R.S.O. 1990, C.0.1).

The parties jointly direct their representatives to discuss all issues related to Health and Safety and to jointly make recommendations for policy, including but not limited to workplace violence.

## **ARTICLE 28 – JOB SECURITY**

### **28.01 Job Security**

In order to provide job security for the members of the bargaining unit, the Employer agrees that there shall be no layoff or any reduction of salary on account of contracting out.

## **ARTICLE 29 – GENERAL CONDITIONS**

### **29.01 Police Record Check**

All new hires shall be required to provide a police record check at their expense as a condition of employment. Current Employees may be required to provide a police record check at the Employer's expense and discretion.

## **ARTICLE 30 – PRESENT CONDITIONS AND BENEFITS**

### **30.01 Present Conditions to Continue**

All rights, benefits, privileges and working conditions which Employees now enjoy, receive or possess shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement but may be modified by the mutual agreement between the Employer and the Union.

### **30.02 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement or if there is an amalgamation, annexation, merger or other structural changes of the Employer, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the Employee shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiations.

## **ARTICLE 31 – COPIES OF AGREEMENT**

### **31.01 Copies of Agreement**

The Union and the Employer desire every Employee to be familiar with the provisions of the Agreement and their rights and obligations under it. For this reason, the Employer shall make available copies of the Agreement within ten (10) business days of signing including printed copies upon request.

**ARTICLE 32 – SALARIES**

**32.01 Existing Positions**

See Appendix "A".

**ARTICLE 33 – TERM OF AGREEMENT**

**33.01 Duration**

This Agreement shall be binding and remain in effect from January 1, 2024 to March 31, 2025.

**33.02 Changes in Agreement**


Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.


**33.03 Agreement to Continue in Force**


- (a) Notice to bargain in renewal Collective Agreement may be made by either party in accordance with the *Ontario Labour Relations Act* (e.g. written notice during the last ninety (90) days of its operation).
- (b) Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and, if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

Signed electronically on the 27th day of March, 2025 in Ottawa, Ontario.


**For the Union**

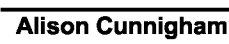
  
 Alyssa Comstock (Apr 11, 2025 13:06 EDT)  
 Alyssa Comstock  
 CUPE Local 1521 President

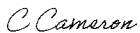
  
 Cynthia Schreiber (Apr 10, 2025 17:20 EDT)  
 Cynthia Schreiber  
 CUPE Local 1521-01 Lead Steward


  
 Nikki Swenson-Hewitt (Apr 10, 2025 19:40 EDT)  
 Nikki Swenson-Hewitt  
 CUPE Local 1521-01 Bargaining Committee

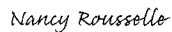
**For the Employer**


  
 Alison Cunningham

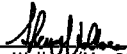
  
 Alison Cunningham  
 Director, People and Culture

  
 Corrie Cameron

  
 Corrie Cameron,  
 Specialist, People and Culture

  
 Nancy Rousselle

  
 Nancy Rousselle  
 Acting Director, Clinical Services

  
Sherry Wallace (Mar 28, 2025 08:07 EDT)


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**Sherry Wallace**  
CUPE National Representative

*Todd Bridger*

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**Todd Bridger**  
Manager, Quality Assurance & Improvement

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## APPENDIX A – PAY GRID

Positions	01-Jan-24 (2%)			
	Years			
	0 - 2	2 - 4	4 - 10	> 10
Peer Greeter	\$18.9618	\$19.3188	\$19.6860	\$19.8900
Receptionist	\$22.3992	\$22.8174	\$23.2662	\$23.5008
Group Facilitator	\$22.3992	\$22.8174	\$23.2662	\$23.5008
Administrative Assistant	\$28.4172	\$28.9068	\$29.4372	\$29.7228
Desktop Technician	\$28.4172	\$28.9068	\$29.4372	\$29.7228
Peer Support Worker	\$28.4172	\$28.9068	\$29.4372	\$29.7228
Learning & Development Coordinator	\$28.5090	\$29.0088	\$29.5392	\$29.8452
Medical Office Administrator and Quality Assurance Assistant	\$28.5090	\$29.0088	\$29.5392	\$29.8552
Data Coordinator	\$32.7522	\$33.3744	\$33.9762	\$34.3230
Accounting Assistant	\$32.7522	\$33.3744	\$33.9762	\$34.3230
Accounting and Payroll Specialist	\$35.3940	\$36.0876	\$36.7914	\$37.1586
Housing Coordinator (BSW)	\$38.5968	\$39.2904	\$39.9738	\$40.3614
Housing Coordinator (MSW)	\$41.0346	\$41.7486	\$42.4728	\$42.9114
Harm Reduction Worker (BSW)	\$38.5968	\$39.2904	\$39.9738	\$40.3614
Harm Reduction Worker (MSW)	\$41.0346	\$41.7486	\$42.4728	\$42.9114
Community Support Worker (BSW)	\$38.5968	\$39.2904	\$39.9738	\$40.3614
Community Support Worker (MSW)	\$41.0346	\$41.7486	\$42.4728	\$42.9114
Finance Officer - Housing	\$39.9330	\$40.6164	\$41.3202	\$41.7282
System Navigator MHCSS (BSW)	\$40.2084	\$40.8918	\$41.5854	\$41.9934
System Navigator MHCSS (MSW)	\$42.6462	\$43.3500	\$44.0844	\$44.5332
System Navigator (BSW)	\$41.0958	\$41.7894	\$42.4728	\$42.9114
System Navigator (MSW)	\$43.5438	\$44.2578	\$44.9922	\$45.4410
Coordinator - Dual Diagnosis	\$41.6976	\$42.4116	\$43.1460	\$43.5846
Addiction and Mental Health Worker	\$44.9718	\$45.7470	\$46.5222	\$46.9608
DBT Worker	\$44.9718	\$45.7470	\$46.5222	\$46.9608
Counsellor	\$44.9718	\$45.7470	\$46.5222	\$46.9608
Registered Nurse	\$47.1138	\$48.0726	\$49.0212	\$49.5108
Nurse Practitioner	\$51.5100	\$52.8054	\$54.2130	\$54.7536

**LETTER OF UNDERSTANDING #1**

**between**

**Canadian Mental Health Association, Ottawa-Carleton Branch**

**and**

**Canadian Union of Public Employees and its Local 1521-01**

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**CLINICAL SUPERVISION**

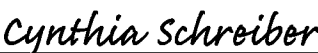
The Parties agree to maintain a joint committee that will meet, at a minimum of quarterly each year, to allow discussions and input with regard to clinical supervision plans, program evaluations, and receive feedback to ensure that clinical supervision is beneficial and contributing to the ongoing professional/individual development of those receiving it. The Parties also look to utilize this committee to help ensure this program contributes to a safe and healthy work environment. These committee meetings will be minuted.

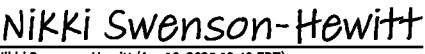
Meetings outside of the quarterly basis may be requested by either party if needs arise.


Signed electronically on the 27th day of March, 2025 in Ottawa, Ontario.

**For the Union**

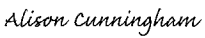
  
Alyssa Comstock (Apr 11, 2025 13:06 EDT)  
**Alyssa Comstock**  
CUPE Local 1521 President

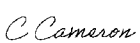
  
Cynthia Schreiber (Apr 10, 2025 17:20 EDT)  
**Cynthia Schreiber**  
CUPE Local 1521-01 Lead Steward


  
Nikki Swenson-Hewitt (Apr 10, 2025 19:40 EDT)  
**Nikki Swenson-Hewitt**  
CUPE Local 1521-01 Bargaining Committee


  
Sherry Wallace (Mar 28, 2025 08:07 EDT)  
**Sherry Wallace**  
CUPE National Representative


**For the Employer**

  
**Alison Cunnigham**  
Director, People and Culture

  
**Corrie Cameron,**  
Specialist, People and Culture

  
**Nancy Rousselle**  
Acting Director, Clinical Services

  
**Todd Bridger**  
Manager, Quality Assurance & Improvement

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**LETTER OF UNDERSTANDING #2**

**between**

**Canadian Mental Health Association, Ottawa-Carleton Branch**

**and**

**Canadian Union of Public Employees and its Local 1521-01**

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**JOB EVALUATION**

- (a) The Parties agree to implement and establish a Joint Job Evaluation Program to provide a methodology to evaluate new and existing jobs on an on going basis.
- (b) The Parties agreed to meet within six (6) months of ratification of this Collective Agreement to re-establish a Joint Job Evaluation Committee. The Committee will participate in Joint Job Evaluation training and undertake the process of reviewing new and existing jobs, starting with jobs that have not been evaluated.

Signed electronically on the 27th day of March, 2025 in Ottawa, Ontario.

**For the Union**



Alyssa Comstock (Apr 11, 2025 13:06 EDT)

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**Alyssa Comstock**  
CUPE Local 1521 President



Cynthia Schreiber (Apr 10, 2025 17:20 EDT)

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**Cynthia Schreiber**  
CUPE Local 1521-01 Lead Steward



Nikki Swenson-Hewitt (Apr 10, 2025 19:40 EDT)

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**Nikki Swenson-Hewitt**  
CUPE Local 1521-01 Bargaining Committee

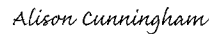


Sherry Wallace (Mar 28, 2025 08:07 EDT)

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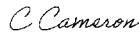
**Sherry Wallace**  
CUPE National Representative

**For the Employer**



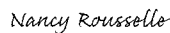
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**Alison Cunnigham**  
Director, People and Culture



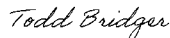
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**Corrie Cameron,**  
Specialist, People and Culture



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**Nancy Rousselle**  
Acting Director, Clinical Services



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**Todd Bridger**  
Manager, Quality Assurance & Improvement

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**LETTER OF UNDERSTANDING #3**

**between**

**Canadian Mental Health Association, Ottawa-Carleton Branch**

**and**

**Canadian Union of Public Employees and its Local 1521-01**

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**DUTY TO ACCOMMODATE**

The Parties agree to meet within six (6) months of ratification of this Collective Agreement to review the Return to Work/Accommodation process and policy.

The Parties will explore options for joint training on the duty to accommodate.

Signed electronically on the 27th day of March, 2025 in Ottawa, Ontario.

**For the Union**



Alyssa Comstock (Apr 11, 2025 13:06 EDT)

**Alyssa Comstock**  
CUPE Local 1521 President



Cynthia Schreiber (Apr 10, 2025 17:20 EDT)

**Cynthia Schreiber**  
CUPE Local 1521-01 Lead Steward



Nikki Swenson-Hewitt (Apr 10, 2025 19:40 EDT)

**Nikki Swenson-Hewitt**  
CUPE Local 1521-01 Bargaining Committee



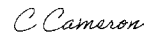
Sherry Wallace (Mar 28, 2025 08:07 EDT)

**Sherry Wallace**  
CUPE National Representative

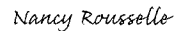
**For the Employer**



**Alison Cunnigham**  
Director, People and Culture



**Corrie Cameron,**  
Specialist, People and Culture



**Nancy Rousselle**  
Acting Director, Clinical Services



**Todd Bridger**  
Manager, Quality Assurance & Improvement

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**LETTER OF UNDERSTANDING #4**

**between**

**Canadian Mental Health Association, Ottawa-Carleton Branch**

**and**

**Canadian Union of Public Employees and its Local 1521-01**

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**TEMPORARY EMPLOYEE ARTICLE 26.05**

The Parties agree that Article 26.05 Temporary Employees does not accurately reflect the current practice of in lieu of payments for benefits based on eligibility under various benefits plans. The Parties agree to continue to work together to clarify the processes and eligibility within six (6) months of this agreement's ratification.

Signed electronically on the 27th day of March, 2025 in Ottawa, Ontario.

**For the Union**



Alyssa Comstock (Apr 11, 2025 13:06 EDT)

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**Alyssa Comstock**  
CUPE Local 1521 President



Cynthia Schreiber (Apr 10, 2025 17:20 EDT)

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**Cynthia Schreiber**  
CUPE Local 1521-01 Lead Steward



Nikki Swenson-Hewitt (Apr 10, 2025 19:40 EDT)

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**Nikki Swenson-Hewitt**  
CUPE Local 1521-01 Bargaining Committee



Sherry Wallace (Mar 28, 2025 08:07 EDT)

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**Sherry Wallace**  
CUPE National Representative

**For the Employer**



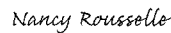
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**Alison Cunnigham**  
Director, People and Culture



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**Corrie Cameron,**  
Specialist, People and Culture



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**Nancy Rousselle**  
Acting Director, Clinical Services



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**Todd Bridger**  
Manager, Quality Assurance & Improvement

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**LETTER OF UNDERSTANDING #5**

**between**

**Canadian Mental Health Association, Ottawa-Carleton Branch**

**and**

**Canadian Union of Public Employees and its Local 1521-01**

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**VACANCY MANAGEMENT**

**THE PARTIES AGREE THAT:**


If Ontario Health provides the Employer with additional targeted funding for new or vacant positions, wages, and/or benefits during the term of this agreement, the Union and the Employer shall meet to discuss the implementation of this funding.

The parties agree to continue dialogue related to planned vacancies.


The grievance will be resolved outside of the bargaining table. The parties agree to meet within one (1) month of this agreement's ratification.

Signed electronically on the 27th day of March, 2025 in Ottawa, Ontario.

**For the Union**

  
Alyssa Comstock (Apr 11, 2025 13:06 EDT)

**Alyssa Comstock**  
CUPE Local 1521 President

  
Cynthia Schreiber (Apr 10, 2025 17:20 EDT)

**Cynthia Schreiber**  
CUPE Local 1521-01 Lead Steward

  
Nikki Swenson-Hewitt (Apr 10, 2025 19:40 EDT)

**Nikki Swenson-Hewitt**  
CUPE Local 1521-01 Bargaining Committee

  
Sherry Wallace (Mar 28, 2025 08:07 EDT)

**Sherry Wallace**  
CUPE National Representative

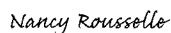
**For the Employer**

  
Alison Cunningham

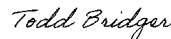
**Alison Cunnigham**  
Director, People and Culture

  
Corrie Cameron

**Corrie Cameron,**  
Specialist, People and Culture

  
Nancy Rousselle

**Nancy Rousselle**  
Acting Director, Clinical Services

  
Todd Bridger

**Todd Bridger**  
Manager, Quality Assurance & Improvement

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