



## **COLLECTIVE AGREEMENT**

**Between**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its Local 5258**

**and**

**CANADIAN MENTAL HEALTH ASSOCIATION  
HALIBURTON, KAWARTHA, PINE RIDGE**



**Canadian Mental  
Health Association**

**Expires: March 31, 2026**

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## **ARTICLE 1 – Purpose of Agreement**

- 1.1. It is the intent and purpose of this Collective Agreement, which has been negotiated in good faith:
- a) To establish collective bargaining relations between the Employer and the Union;
  - b) To recognize the rights of the Employer and the functions of the Union;
  - c) To promote and maintain harmonious relations between the Employer and the Union;
  - d) To provide certainty with respect to working conditions and to recognize the mutual value of joint discussions, negotiations, and the fair and prompt resolution of all matters pertaining to the terms and conditions of employment;
  - e) To promote the wellbeing of all the employees in the bargaining unit and to provide working conditions that result in effective achievement of program objectives, staff development and growth; and
  - f) To recognize that the employees are integral to the promotion and support of mental health recovery and wellness, and to encourage efficiency in operation and high quality service to clients.

## **ARTICLE 2 – Management Rights**

### **2.1. Management Rights**

The Union recognizes and acknowledges that the Employer has the exclusive right to manage and direct the workforce, and these rights are fixed exclusively with the Employer and shall remain solely with the Employer, except as specifically limited by the express provisions of this Agreement. Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive right and power of the Employer to:

- a) Maintain order, discipline and efficiency; and to establish, enforce, and alter rules, policies, and/or procedures to be observed by the employees;
- b) Hire, assign, direct, promote, demote, classify, transfer, evaluate, schedule, layoff, recall, suspend, discipline or discharge any employee. The suspension, discipline or discharge of an employee with seniority shall only be for just cause, and the suspension, discipline or discharge of a probationary employee shall not be subject to the just cause standard;
- c) Determine the nature and kind of business conducted by the Employer; the services to be offered, the scheduling of those services and the location(s) of those services; the kinds and locations of equipment and materials to be used; the methods and techniques of work; the content of jobs; the establishment of position classifications and the requirements for same; the abolishment of position classifications; the scheduling of jobs; the scheduling of employees including the scheduling of shifts and overtime; the number of employees to be employed; the subcontracting of work; the standard of performance (both

- quality and quantity); the type of work to be performed; and the extension, limitation, curtailment or cessation of operation or any part thereof;
- d) otherwise exercise any of the rights, powers, functions or authority which the Employer had prior to the signing of the Agreement except as those rights, powers, functions or authorities are specifically modified by this Agreement.

**2.2.** Employer agrees that it will not exercise its management rights in a manner inconsistent with the express provisions of this Collective Agreement.

**2.3** Failure to exercise any of its rights at any time shall not be considered an abandonment of such rights by the Employer. Notwithstanding the above, the Employer agrees that the Union may raise an estoppel argument.

**2.4 Notification of Policy Change**

The Employer shall post any changes or additions to its human resources policies, in a manner that is accessible to all employees. At least 7 calendar days prior to making such postings, the Employer shall provide a copy of the new or amended policy to the Union President in order to permit time for review and comment.

**ARTICLE 3 – Bargaining Unit, Work of the Bargaining Unit, Restrictions on Contracting Out**

**3.1 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 5258 as the sole and exclusive collective bargaining agent for all employees of the Canadian Mental Health Association, Haliburton, Kawartha, Pine Ridge Branch, working in and out of Peterborough County, the City of Kawartha Lakes, Haliburton County and Northumberland County, save and except Program Supervisors/Managers, persons above the rank of Program Supervisor/Manager and persons having access to confidential information in respect of labour relations and finance.

**3.2 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit will not work in jobs which are included in the bargaining unit unless in an emergency or for the purpose of addressing immediate and precarious health and safety concerns when regular employees are not available, except for the purposes of instruction or training, or in occasional periods of severe scheduling constraints and only after the Employer has made all efforts to replace staff which are reasonable in the circumstances.

### **3.3 Restrictions on Contracting Out**

Under no circumstances shall any bargaining unit work be contracted out without the agreement of the Union.

## **ARTICLE 4 – Union Representation**

### **4.1 Union 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 and any other authorized representatives. Similarly, the Employer will, if requested, supply the Union with an up-to-date list of its supervisory or other authorized representatives with whom the Union may be required to transact business.

### **4.2 No Other Agreement**

No employee within the bargaining unit shall be required or permitted to make any written or oral agreement(s) with the Employer or its representatives which conflicts with the terms of this Collective Agreement.

### **4.3 Contact Information**

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, home mailing address, primary telephone number and position classification.

The list will also indicate an employee who is on a leave of absence and the general nature of the leave of absence.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

It shall be the responsibility of each employee to keep the Employer advised of their address and telephone number, and to notify the Employer in writing of any change of address and of any change of telephone number. The Employer shall have no responsibility to determine the correctness of the address or telephone number of any employee. The Employer shall be deemed to have complied with any notice requirement if such notice is sent by registered mail or courier to the last address shown on the employer's records for the employee involved.

#### **4.4 Representatives of the Canadian Union of Public Employees**

In meetings where the Union is asked to attend by the Employer, the Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any such matters.

### **ARTICLE 5 – No Discrimination, Harassment or Workplace Violence**

- 5.1** There shall be no discrimination, harassment or workplace violence by the Employer, the Union or any employee and in this regard, the Employer, Union and all employees agree to comply with applicable Human Rights, Occupational Health and Safety and Labour Relations legislation.
- 5.2** Without limiting the foregoing, the Parties agree that employees have a right to equal treatment with respect to their employment without discrimination on the basis of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability, or association with a person on the basis of any of these grounds.
- 5.3** The Employer agrees to have policies and procedures to deal with discrimination, harassment and workplace violence, in accordance with applicable Human Rights and Occupational Health and Safety legislation. These policies will be posted electronically.
- 5.4** The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.
- 5.5** The parties agree that no employee shall in any manner be discriminated against, nor shall they be coerced, restrained or influenced on account of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization
- 5.6** The Employer and the Union will co-operate in the return to work process of employees returning to work and requiring accommodation as prescribed in the provisions of the Ontario Human Rights Code. Employees who are returning to work shall have a Union representative present in any meeting to discuss accommodations required for their return to work.

## **ARTICLE 6 – Union Membership and Dues**

**6.1** All employees of the Employer covered by this agreement shall become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. All future employees of the Employer covered by this agreement shall become and remain members in good standing in the Union.

### **6.2 Union Dues Deduction and Remittance**

The Employer will deduct Union dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement. The amounts specified shall continue to be deducted until changed by written notice to the Employer.

**6.3** The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on its behalf from any and all claims arising out of the collection, attempted collection, custody of and/or account of such dues, initiation fees and assessments.

**6.4** Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees bi-weekly, no later than three (3) weeks following the payroll date on which the deductions were made.

### **6.5 Dues Supporting Documentation**

Along with the deductions, the Employer will provide:

- a completed Union dues remittance form, supplied the Union, and
- an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made:
  - name,
  - names of employees added or deleted during the period,
  - hours worked
  - regular earnings, and
  - dues deducted.

The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

**6.6** For newly-hired employees, all such deductions shall commence on the first payroll date of employment, and the money so deducted shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees.

**6.7** If an employee is absent from the payroll due to a serious illness, Worker's Insurance, accident or leave of absence without pay, it is not the Employer's responsibility to deduct or in any way to retrieve Union dues from the employee for this period.

## **6.8 T4 – Slips**

The Employer will report the yearly amount of Union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

## **ARTICLE 7 – Employer and Union Shall Acquaint New Employees**

### **7.1 New Employees**

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the Employer will introduce the new employee to the Union Steward or Representative designated by the Union to represent employees in that area. The Union Steward or Representative shall give the new employee a copy of the Collective Agreement.

**7.2** The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of fifteen (15) face-to-face minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee. The Union shall make all reasonable efforts to ensure that the Steward or Representative assigned to meet with a new employee is the Steward or Representative who is the closest in proximity to the new employee's work location. The Employer shall pay for travel time and any travel-related expenses to which employees are entitled pursuant to this agreement for one employee, as per article 25.5.

## **ARTICLE 8 – Correspondence**

### **8.1 Correspondence**

Unless otherwise specified in the Collective Agreement, all correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from Senior Manager, People & Talent Management or designate (s), and the Executives of the Local, or designate(s).

## **ARTICLE 9 – Labour- Management Relations Committee**

### **9.1 Labour Management Relations Committee**

A Labour Management Relations Committee shall be established for the purpose of an interchange of ideas and information on matters of mutual interest and concern and shall

consist of up to three (3) representatives each of the Union and the Employer. The Committee shall encourage efficiency in operation and high quality service to clients and shall also encourage safe and fair working conditions for employees and shall enjoy the full support of both Parties.

The Parties agree that the purpose of the Labour-Management Relations Committee is to promote harmonious relations and to provide, to the extent possible, free and open discussion about ongoing operational and administrative change and development as it relates to all employees.

## **9.2 Meetings of Committee**

Committee meetings shall be tentatively scheduled to occur every four (4) months. In addition to the tentatively scheduled dates, either party may call a meeting at any time of this committee, which shall be convened at a mutually agreed date and time. Either party may propose agenda items at least ten (10) working days in advance of a proposed or tentatively scheduled meeting date. If no agenda items are proposed within the time limit specified, then the meeting need not be held. If agenda items are proposed, then the responding party may submit additional agenda items prior to the meeting but not less than forty-eight (48) hours prior to the meeting. Additional urgent items may be added and discussed, with the agreement of both parties and if time permits. Employees shall not suffer any loss of pay for time spent at each meeting.

## **9.3 Chairperson of the Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

## **9.4 Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared by the Employer and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall each receive a signed copy of the minutes within ten (10) working days following the meeting.

## **9.5 Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of Collective Bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **9.6 Future Annualized Base Budget Increases**

In the event that the Employer receives an annualized base budget increase from the provincial Ministry funder(s) during the term of the Collective Agreement that is greater than the amount of the wage and benefit increase set out for that year in the Collective Agreement, the Employer shall advise the Union and shall call a meeting of the Labour Management Relations Committee to discuss expenditure options for the excess budget funds.

## **9.7 Bargaining Committee**

- a) A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union and the Employer will advise each other in writing of their respective nominees to the Committee. In addition, the Union and the Employer may each obtain the assistance of one (1) additional representative of their choosing, at their own expense.
- b) Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to: attendance at meetings with the Employer, participation in negotiations and conciliation. Permission to leave work during working hours for such purposes shall first be requested in writing from the immediate supervisor, not less than two weeks in advance. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked, unless otherwise specified herein.
- c) The Employer will pay the cost of the Bargaining Committee members to attend up to five (5) days of negotiations with the Employer for the renewal of this Collective Agreement.
- d) The Employer will bill the Union monthly for 100% reimbursement by the Union for the wages and benefits paid to such members for any days in excess of five (5) days of negotiations for the renewal of this Collective Agreement. The Union will remit payment within 30 days of receiving the invoice from the Employer.

## **ARTICLE 10 – Job Evaluation Committee**

### **10.1 Job Evaluation Committee**

The Employer and the Union shall each appoint three (3) representatives for a Job Evaluation Committee, which shall meet from time to time, as reasonably required, to evaluate bargaining unit jobs, including such position classifications as set out in Appendix “A” together with any new position classifications as may be created during the currency of this Agreement, and to discuss topics related to the job evaluation

process necessary to ensure compliance with internal equity. Meetings of this committee shall be convened on the date(s) and at the time(s)/location(s) acceptable to the said representatives/the parties.

## **ARTICLE 11 – Grievance Procedure**

### **11.1 Recognition of Union Stewards**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union and its Stewards. The Steward may assist any employee, which the Steward represents, in preparing, and processing their grievance in accordance with the grievance procedure.

### **11.2 Names of Stewards**

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

### **11.3 Permission to Leave Work**

The Employer agrees that Stewards will not be unduly delayed or hindered in the performance of their duties, while investigating disputes and processing grievances as provided in this Article.

Union Stewards shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in settlement discussions and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

Time spent by the Steward and the grievor (where applicable) in the face-to-face meeting with the Employer's representatives described herein as part of the grievance procedure, and up to 30 minutes of preparation prior to each such meeting, shall be considered as time worked.

### **11.4 Definition of Grievance**

A grievance under this Collective Agreement shall be defined as a difference or dispute between the parties relating to the interpretation, application or administration

of this Agreement, or an allegation that the terms of this Agreement have been violated.

### **11.5 Time Limits**

No complaint or grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance.

### **11.6 Procedure**

#### Complaint:

If an employee has a complaint as it relates to the terms of the Collective Agreement, they shall notify and discuss it with their immediate Supervisor or the employee may address their complaint through email, when it does not involve a safety concern. Failing settlement within ten (10) working days, the complaint may be filed as a grievance.

Grievances properly arising under this Collective Agreement shall be adjudicated and settled as follows:

#### Step One:

If the Union considers the complaint of the employee justified to be a grievance, the Steward shall, with the employee(s) concerned present their grievance in writing to the employee's Director, or designate, within ten (10) working days of the response to the complaint. The Director, or designate, shall give their decision within ten (10) working days following the presentation of the grievance to them. If the decision is not satisfactory to the Union, the grievance may be presented as follows:

#### Step Two:

Within ten (10) working days after the decision is given under Step One the Union may submit the grievance in writing providing all details to the Human Resources Manager or their designate. The Steward or designate and the employee(s) concerned as well as another member of the Union Executive and a representative of the National Union if desired by the Union, shall meet as promptly as possible but within ten (10) working days with the Human Resources Manager /or their designate and such other persons as the Human Resources Manager/or their designate may desire to consider the grievance. The Human Resources Manager /or their designate shall render in writing to the Union the decision of the Employer with regard to the grievance within ten (10) working days following the meeting.

### **11.7 Referral to Mediation or Arbitration**

Failing a satisfactory settlement at Step 2, either Party may notify the other of its desire to proceed to Grievance Mediation prior to Arbitration. Attendance at

Grievance Mediation and choice of Mediator shall only be through mutual agreement. The party requesting grievance mediation must do so within ten (10) working days following the date of the Step 2 response, or the expiry of time for delivery of the Step 2 response. The other party shall have ten (10) working days to notify the requesting party of its position with respect to the issue of whether the matter should be referred to mediation. The Parties shall equally share the expense of Mediation.

## **11.8 Failure to Act within Time Limits**

In the event that the Employer fails to provide a response within the time limits set out for any step of the grievance procedure, the Union may advance the grievance to the next step within ten (10) working days of the expiry of the time allotted for the Employer's response.

An arbitrator shall not have jurisdiction to consider a grievance which is not referred to arbitration within the following timelines:

- a) Where the parties have not both consented to Mediation, within twenty (20) working days of the delivery of the Step 2 response or the expiry of the time permitted for the delivery of the Step 2 response; or
- b) Where both parties have consented to Mediation, within twenty (20) working days of the withdrawal of such consent by either party or the notice by either party that the Mediation is at an end.

Grievances referred to arbitration after the expiry of the time periods set out in a) and b) above shall be deemed to have been settled and/or withdrawn, and all rights of recourse to the grievance and arbitration procedures herein shall be at an end.

## **11.9 Expedited Procedure**

### **Suspension or Discharge of Employee with Seniority**

A claim by an employee with seniority that they have been suspended or discharged without just cause shall be treated as a grievance, and such grievance shall be commenced at Step Two of the grievance procedure within ten (10) working days after the employee is disciplined.

### **Suspension or Discharge of an Employee on Probation**

A claim by an employee on probation that they have been suspended or discharged shall be treated as a grievance, and such grievance shall be commenced at Step Two of the grievance procedure within ten (10) working days after the employee is disciplined. The standard of just cause shall not apply.

### **Policy Grievance**

Where a dispute involving a question of the application or interpretation of this

Collective Agreement occurs, the Union may commence a Policy Grievance. Policy grievances shall be commenced at Step 2.

### **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 process grievances with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

### **Employer Grievance**

Any Employer grievance shall be presented in writing to the Union Local President. The Union Local President shall provide a final written answer to the Human Resources Manager within ten (10) working days after the receipt of the grievance. The Union Local President's response shall be treated as a Step 2 response, and the same procedures and deadlines shall apply thereafter.

## **11.10 Deviation from Grievance Procedure**

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union.

## **11.11 General**

Any reference to days in this Article shall mean working days, as defined in this Agreement.

Any step of the grievance procedure may be waived, and any time limit set out may be amended, by mutual agreement in writing between the Employer and the Union.

## **ARTICLE 12 – Arbitration**

### **12.1 Arbitration**

An arbitrator or board of arbitration, as the case may be, shall have the jurisdiction to make a final and binding decision to resolve the disagreement between the parties which has been referred to arbitration, so far as the grievance relates to the interpretation, application, administration, or alleged violation of this Agreement, including the jurisdiction to determine if a matter is arbitrable. For greater clarity, the arbitrator or board of arbitration shall be without jurisdiction to amend, add to, or in any way alter the terms of this agreement, save and except as may be required by statute.

## **12.2 Single Arbitrator Process**

A single arbitrator will be used unless either party requests to proceed with a Board of Arbitration.

Should the party referring the grievance to arbitration wish to have the matter determined using a single arbitrator, the referring party shall give written notice to the other party that it intends to refer the matter to arbitration before a single arbitrator, and shall provide the names of three (3) proposed arbitrators to the other party.

Within ten (10) working days after receiving such notice, the other party shall respond by selecting one of the arbitrators proposed, or by proposing three (3) alternative arbitrators.

Failing agreement within ten (10) working days after the response is provided, or within ten (10) working days after the deadline for response has passed, an appointment may be made by the Minister of Labour (Office of Arbitration) at the request of either party.

The parties shall share equally the expenses and remuneration of the arbitrator.

## **12.3 Procedure for Board of Arbitration**

If either party requests that a grievance be submitted to a board of arbitration, the request shall indicate the name and address of the requesting party's nominee to the arbitration board. Within ten (10) days thereafter, the other party shall respond and provide the name and address of its nominee to the arbitration board.

## **12.4 Failure to Appoint**

If the recipient of the notice fails to name a nominee within the time permitted herein, or if the two nominees fail to agree upon a chairperson within seven (7) working days of appointment, the appointment shall be made by the Minister of Labour (Office of Arbitration), upon the request of either party.

Board Procedure:

The procedures of the Board of Arbitration shall be as determined by the *Ontario Labour Relations Act*.

Expenses of the Board:

Each party shall pay:

- (1) The fees and expenses of the nominee it appoints.
- (2) One half (1/2) the fees and expenses of the Chairperson.

## **12.5 Amending the Time Limits**

The time limits as set out herein may be extended by the consent in writing of the parties to this Collective Agreement.

## **ARTICLE 13 – Corrective Action, Suspension, Discharge**

### **13.1 Corrective Action, Suspension Discharge**

In this Agreement, the term corrective action means disciplinary action. An employee who is called to a meeting by Management for the purpose of receiving disciplinary action a disciplinary suspension or discharge shall be advised of the purpose of the meeting in writing in advance of the meeting and shall have the right to request the presence of a Union representative.

### **13.2 Disciplinary Action**

The Employer may take disciplinary action against an employee but must do so as soon as reasonably possible and at least within ten (10) working days from the Employer having knowledge of the incident giving rise to the discipline. The Employer shall not be deemed to have knowledge in circumstances where an investigation is required until such time as the Employer receives the findings of said investigation. The employee and the Union shall then be promptly notified in writing of the disciplinary action.

**13.3** A copy of any disciplinary action, which is placed in the employee's personnel file, will be given to the employee and the Union.

Any disciplinary action shall be removed from an employee's file after 2925 hours paid, provided that there has not been a disciplinary suspension during that period.

### **13.4 Complaint Notification**

The Employer shall notify an employee in writing of any complaint made by an individual external to the Employer regarding the employee, a minimum of twenty-four (24) hours in advance to the fact finding meeting with the employee and Union representative.

## **ARTICLE 14 – Human Resources Record**

### **14.1 Performance Evaluations**

A copy of the final evaluation will be provided to the employee. It is understood that such evaluations are for professional development and do not constitute corrective action by the Employer against the employee.

### **14.2 Access to Human Resources Record**

Each employee shall have access to their file for the purpose of reviewing its content upon making a written request to the Human Resources Manager.

An employee is entitled to receive a copy of their entire Human Resources record and/or documents contained therein upon written request.

An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

## **ARTICLE 15 – Seniority**

### **15.1 Calculation of Seniority**

Employees working on a Full-Time basis will accrue to a maximum two hundred and sixty (260) seniority days per calendar year.

Employees working Part-Time or Relief shall accrue one (1) day of seniority for every seven and a half (7.5) hours worked to a maximum of two hundred and sixty (260) days per calendar year.

**15.2** No employee will accrue more than 10 days seniority in a 2 week pay period.

**15.3** All employee's seniority will be converted to days worked with no loss of seniority. Employer will operate one (1) amalgamated seniority list.

**15.4** Seniority shall continue to accrue:

- a) When using accrued vacation time, sick leave, and/or personal time
- b) When on an approved leaves of Absence taken pursuant of the Employment Standards Act, 2000, or such successor legislation as may be in force at the relevant time
- c) When on any leave of absence that are protected by the Ontario Human Rights Code

**15.5** For part-time and relief employees, the number of days of seniority which will be deemed to have accrued during a leave of absence, as set out above, shall be equivalent to the average weekly hours paid over the previous twenty-six (26) pay periods prior to the leave.

**15.6** Seniority shall include all employment with any predecessor employer from which the employee was transferred as a result of a merger or amalgamation, and shall also include all employment with the Employer prior to certification with the Union where such employment was in a position which is comparable to any bargaining unit position as defined pursuant to this Agreement.

### **15.7 Seniority Lists**

The Employer shall maintain and post the seniority list on April 1st of each year, or on the first business day immediately thereafter, on every union bulletin board and provide a copy to the union. The list shall indicate the days worked for each employee in the bargaining unit. Any employee alleging an error on the list shall be required to provide written notice of such alleged error to the Employer within thirty (30) calendar days. Failing timely receipt of notice, the list shall be deemed to be accurate. The Employer shall provide a copy of any written notice received to the Union within five (5) working days of receipt of notice.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority calculations for the affected employees will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given. The Employer will provide the updated seniority hours, on request, for employees potentially affected by bumping or hiring decisions.

### **15.8 Probation for Newly Hired Employees**

All new employees shall be hired on a probationary basis. For full-time employees, probation shall be for six (6) consecutive months actively at work. For part-time and relief employees, the probationary period shall be the lesser of nine hundred seventy-five (975) hours actually worked, or twelve (12) calendar months actively at work. The probationary period will be extended if an employee moves from one program to another, or by mutual agreement between the parties.

An employee shall not accrue seniority until the employee has successfully completed the probationary period. Upon successful completion of the probationary period, the employee's seniority shall be calculated in accordance with the terms of this article from the first day worked by the employee after their most recent hire date.

A new employee in a permanent competition, must first complete a six (6) month probationary period before applying to any subsequent vacancies.

### **15.9 Loss of Seniority**

An employee shall lose their seniority and their employment shall be deemed to have been terminated if the employee:

- a) Resigns or retires from employment within the bargaining unit;
- b) Is discharged and is not reinstated through the grievance or arbitration procedure;
- c) Fails to report to work upon the expiry of a leave of absence unless the employee's continued absence is for a reason which is satisfactory to the Employer, and the employee notifies the Employer of the reason;
- d) Is absent from work for thirty-seven and one half (37.5) or more of consecutive scheduled hours of work unless the employee's absence is for a reason which is satisfactory to the Employer, and the employee notifies the Employer of the reason;
- e) Fails to report to work within five (5) calendar days of the date of recall specified in a letter sent by registered mail or courier to the last address on record with the Employer;
- f) Is laid off for a period of eighteen (18) months or more;
- g) Utilizes a leave of absence for a purpose other than for which it was granted; or
- h) Accepts gainful employment while on leave of absence without the permission of the Employer.

## **ARTICLE 16 – Job Vacancies, Postings, Promotions and Transfers**

**16.1** A vacancy occurs when:

- 1) A new position is created;
- 2) An employee is permanently transferred or promoted and the Employer chooses to fill;
- 3) An employee is terminated, resigns or retires and the Employer chooses to fill;

**16.2** If the Employer decides that they are not going to fill a position as described in Article 16.1 2) or 3) above, they must notify the Union within thirty (30) calendar days of the date that the employer decides not to fill the position. The Union shall be notified of all appointments, and hires. Notices of such appointments and hires shall also be posted. The Union will be supplied a copy of each such notice.

**16.3 Job Postings**

- a) When a vacancy occurs within the bargaining unit, within ten (10) days of the vacancy, the Employer shall post a notice electronically. Postings activated by noon shall be effective that day. Postings activated after noon shall be effective the following day.

The position shall be posted for a period of ten (10) working days so that interested employees can apply. Applications must be time stamped by noon on the closing date. Within fifteen (15) working days of the interview, the employer will notify the successful applicant. The name of the successful applicant shall be posted electronically with a copy to the union.

b) **Second Vacancy:**

When a second vacancy occurs within two (2) weeks of a posting for the same job title and program, the Employer will post the second vacancy. If there are no additional applicants for the second vacancy, who did not also apply for the first vacancy, the Employer shall select the successful candidate based on the rankings assigned in the first vacancy's selection process, provided that the next candidate to be selected meets at least the minimum selection requirements for the position. If there are additional candidates who apply for the second vacancy, who did not apply for the first vacancy, or if none of the remaining candidates meet the minimum selection requirements, this section shall not apply.

c) **Appointment of Temporary Vacancies:**

Temporary vacancies anticipated to be less than three (3) months duration shall not be posted, unless otherwise agreed between the Employer and the Union. If an employee who is appointed into a temporary vacancy is the successful applicant to a permanent vacancy, the Employer may appoint the remainder of the original temporary vacancy or post.

If a temporary vacancy is expected to continue past three (3) months, but no longer than six (6) months, for the provision of care continuity, the Union and Employer may agree to extend the temporary assignment.

d) **Temporary Job Postings:**

A temporary vacancy which occurs for more than three (3) months will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. If the length of the temporary position exceeds that which was listed on the original posting by more than six (6) months, the position shall be reposted.

If a temporary vacancy is posted and filled, the successful candidate will not be moved to a subsequent temporary vacancy until the completion of the initial temporary vacancy. Nothing prohibits an employee from posting into a permanent vacancy while holding a temporary vacancy.

e) **Feedback**

Each internal candidate who is interviewed for a vacancy shall have feedback prepared by one member of the interview panel. Unsuccessful applicants may review the feedback upon request to Human Resources.

#### **16.4 Information in Postings**

The job posting notice shall contain the following information: position, job description, qualifications, shift, wage range, primary work location, job classification and duration if a temporary posting.

#### **16.5 Recognition of Seniority**

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to total seniority.

#### **16.6 Selection of Successful Candidates**

In filling posted vacancies, the position shall be awarded based on the skills, knowledge, ability, qualifications, education, and experience related to the duties of the posted position. Where these factors are relatively equal, seniority shall be the governing factor. Where no bargaining unit employee applies prior to the application deadline or where no applicant from the bargaining unit meets the requirements of the posting within the time limits of the posting, the Employer may fill the vacancy at its discretion. Appointments from within the bargaining unit shall be made within two (2) weeks of the successful applicant's acceptance of the job offer, provided service requirement can be met.

In the event of additional funding issued to a program such that the position status changes from part-time to full-time, the full-time role will be offered to the part-time incumbent first.

Should the incumbent decline the offer of full-time in the current role, the full-time position will be posted, and the incumbent will be given a layoff notice in accordance with Article 17 – Layoffs and Recalls.

#### **16.7 Trial Period**

- a) The successful applicant shall be provided with a trial period of twenty (20) working days after the orientation specific to the role has completed. The parties may agree to extend the trial period up to a further ten (10) working days upon request by the Employer or the employee with the Union's agreement. At any time during the trial period, the employee may voluntarily return or be returned by the Employer to the position formerly occupied without loss of seniority.
- b) Any other employee promoted or transferred into a secondary vacancy position created by the original vacancy, shall also be returned to their former position without loss of seniority.
- c) Any employee who elects to remain in their new position upon successful completion of the trial period, shall be deemed to have permanently left their former position, and

shall not be considered for any posted vacancy until the employee has work one hundred and thirty (130) days in the new position except if the posted vacancy is permanent and results in additional hours and/or additional hourly wage, in which case, the employee shall be considered for additional vacancies.

- d) Where the successful applicant returns to their former position within the trial period, any unsuccessful applicants for the original posting will then be considered in accordance with Article 16.6. If there are no unsuccessful applicants, then the position would be reposted.
- e) Where an employee is successful in a permanent position outside of the bargaining unit, they shall be provided with a trial period of six (6) months after the orientation specific to the role has been completed. During the trial period, no further bargaining unit seniority will be accrued, but previously accrued bargaining unit seniority will not be lost. At any time during the trial period, the employee may voluntarily return or be returned by the Employer to the position formerly occupied without loss of seniority. All other articles relating to the trial period apply in this case.

## **16.8 Exit Interviews**

When an employee leaves the workplace on a permanent basis, the employee shall have the option of requesting an exit interview with Human Resources staff.

## **16.9 Temporary Assignment Outside of Bargaining Unit**

A member of the bargaining unit may apply for or be appointed to a position outside of the bargaining unit for a period of up to eighteen (18) months. Employees shall only be transferred to a position outside the bargaining unit with their consent.

If an Employee is transferred or successfully posts to a temporary position outside the bargaining unit, the Employee shall retain their bargaining unit seniority acquired at the date of leaving the bargaining unit.

If such Employee later returns to the bargaining unit, they shall be placed into the job they originally vacated. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

An Employee must return to the bargaining unit, for a period of at least three (3) months before being eligible to consider another temporary assignment outside of the bargaining unit.

The Employer will advise the Union anytime a person from within the bargaining unit is assigned to an non-bargaining unit position on a temporary basis as well as the term of the assignment.

Vacancies within the bargaining unit, created by a temporary assignment under this language, will be dealt with in accordance with Article 16.

The Employee will continue to have union dues deducted from their pay for the duration of the temporary assignment and these dues will continue to be forwarded to CUPE as per Article 6 and will have access to all rights and entitlements of the Collective Agreement in effect.

## **ARTICLE 17 – Layoffs and Recalls**

### **17.1 Layoff Defined**

A layoff is defined as the reduction of more than fifteen (15) percent in the regularly scheduled hours of an occupied position over the course of twenty-four (24) months or less, or the elimination of bargaining unit positions which are occupied by employees at the time of the reduction. It is agreed that the elimination of a bargaining unit position shall include the reduction from a full-time position to a part-time position. It is further agreed that if the reduction is fifteen (15) percent or less in an occupied position, then the Employer shall only re-utilize the equivalent funds from the lost hours in good faith, where it is reasonably necessary and in the interest of the provision of client services and the financial well-being of the Employer's overall operation. In addition, if the Employer receives additional funding for a program and this additional funding is targeted to a specific program and cannot be utilized in the area which has experienced the reduction by fifteen (15) percent or less; the Employer may use the additional funding as per the program targeted directives. The Employer shall provide the Union, upon request, with the funder notice or letter and/or the rationale for the change.

A layoff does not include the elimination or non-renewal of a temporary or contract position following the expiry of its term.

### **17.2 Notice of Layoff**

In the event of a proposed lay off of thirteen (13) calendar weeks or more, whether it is temporary, permanent, or long-term in nature, the Employer will:

- a) Provide the Union with at least the equivalent amount of notice provided to the employee receiving the notice of layoff.
- b) Provide affected employees with notice, or pay in lieu thereof, in accordance with the Employment Standards Act or such employment standards legislation then in force. The statute will be considered to provide the following additional notice:
  - for service greater than nine years, one additional week for a total of nine weeks of notice;

- for service greater than ten years, two additional weeks for a total of ten weeks of notice;
  - for service greater than eleven years, three additional weeks for a total of eleven weeks of notice;
  - for service greater than twelve years, four additional weeks for a total twelve weeks of notice;
- c) Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, to discuss potential alternative actions to avoid or minimize the scope of layoff, to discuss the individuals affected and details of the actual layoff plans, and any realignment of service or staff and its effect on employees in the bargaining unit.

### **17.3 Layoff Procedure**

Both parties recognize that job security should increase in proportion to amount of seniority. As such, layoffs shall be carried out in reverse order of seniority beginning with the least senior employee in the affected position classification and program where the surplus exists, provided that those employees who remain on the job are qualified and presently able to perform the normal requirements of the work without training other than orientation. To be clear, the Employer will retain sufficient employees in each classification in order to continue to provide satisfactory care for clients.

When exercising bumping rights within their current classification, an employee will be given a trial period not to exceed twenty (20) working days. When bumping outside of their current classification, an employee will be given an orientation and trial period not to exceed twenty (20) working days after orientation.

An employee given notice of a layoff will be entitled to:

- a) Accept the layoff and retain recall rights; or
- b) Displace (bump) an employee in an equal or lower paying position classification provided the laid off employee (the bumper) has more seniority, and is qualified and able to perform the normal requirements of the job without training other than orientation; or
- c) Elect to fill a current vacancy in an equal or lower position classification given the employee is qualified and able to perform the normal requirements as set out in the job description without training other than orientation. When electing to fill a current vacancy at a lower classification, an employee will be given an orientation and trial period not to exceed twenty (20) working days after orientation.
- d) Accept the layoff and agree to have their employment terminated in accordance with the employment standards legislation.

The decision of the employee, from the options above, shall be given in writing to the Employer within five (5) working days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff and retain recall rights. The Parties agree that the chain bumping described in b) above shall cease after three (3) bumps (displacements).

#### **17.4 Recall Procedure**

Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for eighteen (18) months.

An employee shall have opportunity of recall from a lay-off to an available vacancy, in order of seniority, subject to the operational needs of the Employer and client care needs, and provided that the employee recalled is qualified and able to perform the normal requirements of the job available without additional training other than the trial period as set out under the job posting procedure. All vacancies shall first be posted under the job posting procedure. Where a vacancy occurs in a permanent position within the same position classification held by an employee on the recall list, the Employer shall notify the employee of the vacancy and provide the employee with a copy of the posting.

- a) If an employee is recalled to a permanent position within the same position classification and refuses, or if the employee is invited to apply for such a position and fails to do so, the employee will be deemed to have abandoned their recall rights.
- b) Before the Employer hires new bargaining unit employees, the Employer will recall qualified employees according to seniority to vacant positions. The employee will be recalled and given a trial period not to exceed twenty (20) working days after orientation.
- c) An employee recalled to work in a different position classification from which they were laid off shall have the option of returning to the job title they held prior to the layoff should it become vacant within six (6) months of being recalled.
- d) It is the sole responsibility of the employee who is being recalled to notify the employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail or courier, addressed to the last address on record with the employer. Notification shall be deemed to have been received on the second day following the date of mailing. The notification shall state the position classification to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the employer.

## **17.5 Grievances on Layoffs**

Grievances concerning layoffs shall be initiated at Step 2 of the grievance procedure.

## **ARTICLE 18 – Hours of Work, Overtime and Assignment of Additional Shifts**

**18.1** The provisions of this article are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

- a) The normal hours of work for full time equivalent employees, except for those who work in programs as set out in (b) below, shall be sixty (60) or more hours bi-weekly with the ability to discuss flexible schedules with program management with consideration for client need and safety.
- b) In cases of seven (7) days a week, full-year operations, certain cyclical arrangements consistent with employment standards may be made providing employees with time off equivalent to Saturdays and Sundays over periods of four (4) to eight (8) weeks.
- c) All employees may be required to alter their regular hours of work, in order to address the needs of clients and/or the program. Any permanent changes to the regular working hours of employees shall be provided to the Union at least two (2) weeks in advance of such change.
- d) Employees shall have the ability to discuss flexible schedule with program management, with consideration of service need, safety, employee work/life balance, and availability to their team and program. Such agreement shall not be unreasonably denied.
- e) Scheduling of daily and weekly hours of work stating meal breaks, start and end times, in accordance with this article, is the responsibility of the immediate Supervisor.

## **18.2 Consecutive Hours Off**

Weekly or Bi-Weekly – The Employer shall endeavour to provide two (2) consecutive days off each week. However, where operationally not possible, employees shall receive 24 consecutive hours off work in each work week; or 48 consecutive hours off work in every pay period of two consecutive work weeks.

### **18.3 Rest Period**

All employees will be provided a one-half (1/2) hour unpaid meal break. If the employee is required to remain on-site during their meal break, the time will be paid at the employee's normal hourly rate.

All employees shall be permitted a paid rest period of fifteen (15) consecutive minutes in the first half and the second half of a shift in an area made available by the Employer. Scheduling of daily and weekly hours of work stating meal breaks, start and end times, in accordance with this article is the responsibility of the immediate Supervisor. It is understood and agreed that there is no cash value for any missed rest period.

An employee may request flexibility on scheduling rest breaks to accommodate occasional and specific requests for such flexibility, e.g. requests to take a rest break in conjunction with the beginning or end of a day, or a lunch break, in order to facilitate attending a personal appointment. Such occasional reasonable requests may be directed to the employee's immediate supervisor and approval shall not be unreasonably withheld.

### **18.4 Working Schedule**

In programs with rotating schedules, the hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will not be changed once posted, without the consent of the employee involved. Should an employee return from a medical leave, the relief staff with seventy-two (72) hours' notice will be notified of the shift cancellation (verbal, text or email). The Union shall receive a copy of the said schedules upon request.

### **18.5 Time off Between Shifts**

Employees will receive at least eleven (11) hours off work between shifts, unless there are exceptional circumstances.

### **18.6 Excess Hours**

Excess hours are authorized hours, approved by the immediate supervisor or designate, worked in excess of a full-time or part-time employee's regularly scheduled hours in their primary role up to eighty-eight (88) hours biweekly. Employees shall be compensated by either:

- a) Banking excess hours to be taken as paid time off at a time which is mutually agreeable, subject to operational requirements; or
- b) Receiving pay for the excess hours at the employee's straight time hourly rate of pay, at the discretion of the employee's immediate supervisor, having regard to client needs and program efficiency.

For clarity, excess hours worked due to circumstances relating to direct client crisis care that require an employee's immediate attention are understood to be authorized. In all other circumstances, employees require their Manager's (or designate) pre-authorization for all excess hours worked.

Where banked time is unused by March 31 the time will be paid out in full.

## **18.7 Overtime**

An employee who has worked authorized overtime shall be paid the overtime hours worked at the rate of time-and-one half (1.5x).

In no case shall the assignment of additional shifts, excess hours or overtime be deemed to alter the status of a part-time or relief worker.

**No Layoff to Compensate for Overtime:**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

## **18.8 Assignment of Additional Shifts – 24 Hour Program Only**

- a) The Employer shall establish a list of staff who are qualified to work within each program. Staff who do not already have a position within a program, but who wish to be included on a list of qualified staff for that program, may submit their names to Human Resources. Qualified employees will be offered orientation by seniority, as available. Human Resources will compile a call list for each program twice yearly, which will include all qualified employees who have received orientation in the program.
- b) Excluding planned absences as defined below, additional shifts in each program shall be offered to employees on such list based on the criteria in 18.8 c and d. Examples of planned absences include vacation, personal leave, bereavement leave, education leave, statutory leave, medical leave, injury and vacancies..
- c) Where a shift becomes available seventy-two (72) hours or less before it commences, the shift will be offered in the following manner:
  - A group text will be sent to all qualified employees indicating the shift(s) that are available
  - Qualified employees have one half (1/2) hour to respond if they are interested in picking up the shift(s)
  - It is the responsibility of employee responding to shifts to inform the scheduler if the additional shift would incur overtime and how much overtime they would incur
  - The shift will be assigned based on the following;
    1. The qualified employees with the most seniority, will not be put into overtime AND can do the full shift

2. The qualified employee with the most seniority, will not be put into overtime AND can do the largest part of the shift
  3. The qualified employee who will incur the least amount of overtime.
- d) Where a shift becomes available more than seventy-two (72) hours before it commences, the shift will be offered in the following manner:
- A group text will be sent to all qualified employees indicating the shift(s) that are available
  - Qualified employees have until noon (1200) the next day to respond if they are interested in picking up the full shift(s)
  - It is the responsibility of employee responding to shifts to inform the scheduler if the additional shift would incur overtime and how much overtime they would incur
  - The shift will be assigned, one (1) shift per pay period, based on the following:
    1. the qualified employees with the most seniority who will not be put into overtime
  - Once all staff have been assigned one shift per pay period, remaining shifts will be offered in the following way:
    1. Remaining shifts will be sent out via group text and shifts will be offered and assigned again based on seniority, qualified employees have until noon the following day to respond with availability, qualified employees may pick up as many shifts as they are able without incurring overtime.
    2. remaining shifts will be sent out via group text will be sent to all qualified employees indicating the partial shift(s) that are available. Qualified employees again have until noon the following day to respond with availability (again any available shift you could work in order of preference) without incurring overtime
- e) The Employer may decline to offer additional shifts to employees who would incur overtime costs. If overtime is required, overtime shall be offered to the most senior qualified employee.
- f) Employees will be offered additional shifts in person or by telephone (including text messaging, which may include the use of a group text message) and employees are solely responsible for ensuring the Employer has their current telephone number at all times.
- g) Relief employees must be available to work at least one (1) of every four (4) offer of shift(s) offered where such replacement opportunities were available and are not permitted to decline five (5) or more successive bi-weekly schedules.

Relief employees who continue to refuse available shifts or continue to be unavailable to work beyond three (3) months, will be deemed to have abandoned their position.

### **18.9 Assigning an Emergency Shift – 24 hour Program Only**

Emergency shifts are those that are starting within 72 hours of the time you are sending out the shift. Essential emergency shifts are those needed to maintain minimum staffing of two workers in the building.

- a) **Emergency Shifts will be offered in the following way:**
1. Send a message using the scheduling phone offering the available shift (i.e., emergency coverage needed for (date) shift (time of shift)).
  2. Wait 30 minutes for responses.
  3. If there is more than one response within the 30 minute period follow the process outlined in 18.9(b) a, b and d below for assigning the shift.
  4. If there are no responses contact the manager/on call manager to get overtime approved.
  5. If overtime is approved, send out another text indicating that overtime is approved, wait 30 minutes and you may assign the shift based on the process outlined in 18.9(b) c and d below.
  6. If the shift is not covered and it is an essential emergency shift as defined above, consult the manager about next steps as they may need to assign someone to the shift.
  7. Make the updates to the posted schedule, noting any partial hours Make a notation if the change in hours might impact the mobile hours.

b) **Emergency Shifts will be assigned in the following way:**

1. If someone has responded who is able to do the entire shift without overtime, they would be offered the shift, if there is more than one staff member who is able to do the shift without overtime then the staff with the highest seniority would be offered the shift.
2. If there is one or more staff who can only work the partial shift, the shift will be allotted to the staff member who is able to work the most hours of the shift (and not in overtime), if more than one staff can do the same number of hours, again it would be allotted to the staff with the higher seniority.
3. If the shift cannot be covered by someone who is not in overtime, then the person who is in the least amount of overtime would be allotted the shift, once again if there is more than 1 staff member who would be in the same amount of overtime then the shift would be allotted to the staff with the most seniority.
4. The successful person will be notified through a personal text and a message sent to the group message indicating that the shift has been filled.

- c) On occasion, staff will agree to work two consecutive shifts (a double shift). Management approval is required for this option as there may need to be an adjustment to the length of the shifts (i.e. you may be told to leave early from one of the shifts to minimize overtime).

### **18.10 Assignment of Additional Shifts – All Other Programs**

- a) The Employer shall establish a list of staff who are qualified to work within each program. Staff who do not already have a position within a program, but who wish to be included on a list of qualified staff for that program, may submit their names to Human Resources. Qualified employees will be offered orientation by seniority, as available. Human Resources will compile a call list for each program twice yearly,

which will include all qualified employees who have received orientation in the program.

- b) Additional shifts in each program shall be offered to employees on such list who have indicated that they are available to work the shift(s) by seniority.

**Examples of planned absences:** vacation, personal, bereavement, education, statutory leave, medical, injury and vacancies etc.

- c) Where a shift(s) becomes available seventy-two (72) hours or less before it commences, staff who do not immediately accept a shift(s) offered to them will be deemed to have declined the shift(s).
- d) If a shift becomes available more than seventy-two (72) hours before it commences, staff will be offered the shift(s) in the order set out above in 18.8(b) Offers will be made until an employee accepts, but assignment of shift(s) will not occur until noon on the next working day (for that program) to permit employees with more seniority the opportunity to accept who did not immediately do so. The employee who is assigned the shift will be notified by the end of that working day, and the Employer will not be required to notify any of the employees who were offered, but not assigned, the shift or block of shifts.
- e) The Employer may decline to offer additional shifts to employees who would incur overtime costs. If overtime is required, overtime shall be offered to the most senior qualified employee.
- f) Employees will be offered additional shifts in person or by telephone (including text messaging, which may include the use of a group text message) and employees are solely responsible for ensuring the Employer has their current telephone number at all times.
- g) Relief employees must be available to work at least one (1) of every four (4) offer of shift(s) offered where such replacement opportunities were available, and are not permitted to decline five (5) or more successive bi-weekly schedules.

Relief employees who continue to refuse available shifts or continue to be unavailable to work will be deemed to have abandoned their position.

## **ARTICLE 19 – Training**

### **19.1 Optional Training Course(s)**

Employees who wish to enrol in training that may assist the employee in improving the skills, which are relevant to their current duties and responsibilities or are relevant to their career goals, may request permission to attend such training from their manager. Requests shall be submitted no less than ten (10) working days in advance. Approval for such training shall not be unreasonably denied.

The Employer shall reimburse the employee for the registration costs associated with the training, up to an annual maximum of \$350 per full-time employee and \$200 for non-full-time employees.

Time spent in any such training shall be considered to be time worked and the employee shall be entitled to be paid the lesser of the time spent in the training at their regular hourly rate or 7.5 hours at their regular hourly rate, to a total maximum of thirty (30) hours per fiscal year. No expenses associated with travel to optional training shall be eligible for reimbursement.

## **19.2 Employee Selection for Optional Training**

Where two or more employees request approval for an optional training opportunity that will occur on the same day and it is not reasonably possible to approve all requests received, training shall be approved on a first-come, first-served basis. Where one or more requests are received within three (3) working days of the first request, approval will be given based on prior attendance in the training and then by seniority.

It is the expectation of the Employer that any employee who is approved to receive optional training shall fully participate in all scheduled events associated with the training opportunity.

## **19.3 Non-Optional Training**

The Employee Selection provisions of this Article shall not apply to non-optional training. Training shall be considered to be non-optional if it is approved in advance by the Employer, and:

- a) Is required in order to comply with legislation;
- b) Is required for the recertification or maintenance of professional licensing requirements;
- c) Is required as a condition of hiring;
- d) Is required as part of the strategic training plan, best practices, or standards for an employee's specific job or program as determined by management; or
- e) Has been recommended by the employee's Supervisor in the employee's performance improvement plan.

Time spent in any such training shall be considered to be time worked. Employees shall be expected to return to their regular work location following the completion of training where there is one hour or more remaining in the employee's scheduled shift.

An employee shall not be entitled to any compensation under the overtime provisions of this Agreement, while attending training, a conference, convention or educational program under the provision of this Article.

## **19.4 Failure to Attend**

Any employee who fails, without reasonable excuse, to attend an optional or mandatory training opportunity for which they were enrolled shall make the Employer whole with respect to any costs incurred as the result of the employee's non-attendance. For the purposes of this section "reasonable excuse" shall include but not be limited to any of the following:

- a) Workload where the employee has requested from their Supervisor that as a result of their workload, they must report to work in lieu of training and the Supervisor has agreed;
- b) Cancellation of the course;
- c) Any allowable leave under this Agreement and which is the result of a sudden unexpected event or occurrence which is beyond the control of employee;
- d) An occurrence or event or circumstance which would entitle the employee to receive any statutory leave pursuant to the *Employment Standards Act, 2000*, or such applicable successor legislation as may then be in effect.
- e) Inclement weather.

The Employer may require an employee who asserts a reasonable excuse to provide evidence which is reasonable in the circumstances to establish the existence of the event or circumstance at issue.

## **19.5 Educational Allowance**

CMHA HKPR encourages and supports employees in the pursuit of upgrading their professional and academic qualifications. This shall include the attainment of Peer Support certificates, bachelor level degrees or relevant diplomas from accredited institutions.

Employees who decide to undertake academic study are expected to enroll in courses during non-work time, and time spent in studies is not considered time worked. Applications will be reviewed three (3) times per year. Applications should be submitted to the Human Resources Department by December 1<sup>st</sup>, April 1<sup>st</sup>, and August 1<sup>st</sup>.

Individuals will be eligible for financial assistance of up to 50% of course tuition. Availability of funds, number of applicants, and relevance of the course subject matter to the employee's position will be considered in determining the eligibility amount. If approved, employees will receive payment for one hundred percent (100%) of the eligible amount upon presentation of proof of successful completion of the approved course. The employee must provide proof of payment (receipt for fees) and official course transcripts or other official documents confirming successful completion of the course(s) in accordance with institutional requirements.

## **19.6 Student Mentorship Payment**

CMHA HKPR supports the mentorship of student placements by matching placement students with qualified student mentor staff. Mentors shall guide and support students during their placement with the Employer. The payment of one thousand dollars, \$1000.00, per student, per semester will be awarded to the Mentor based on approval by the Senior Leadership Team. Approved student placements that do not meet these guidelines, may be considered and will receive an appropriate prorated amount.

Selection for the placements are equally distributed among the pool of qualified mentors and will begin with the employee with the highest seniority, provided the employee has the capacity to support a student without disruption to client service, has a satisfactory performance appraisal and the Program Manager and Director support the mentorship

## **ARTICLE 20 – Paid Holidays**

**20.1** The following Holiday Pay provisions apply to all employees.

List of Holidays:

The Employer recognizes the following as paid holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day (July 1 <sup>st</sup> )
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	

Employees whose religious observances are not accommodated in the statutory public holiday list may choose to exchange their religious observance for one of the listed holidays.

### **20.2 Holiday Qualifications**

In order to be entitled to receive payment for these holidays, the employee must work the scheduled working day immediately preceding and the working day following the holiday unless on a leave of absence or absent due to illness.

### **20.3 Payment for Holidays**

An employee who is required to work on any of the above named holidays will receive premium pay at the rate of time and one-half (1½) the employee's regular hourly rate

for every hour worked on such day, as well as pay at the employee's regular rate of pay for the day worked.

Where the public holiday falls on a day that is not the employee's regularly scheduled work day and the employee does not work on the public holiday, the employee may be granted an alternate day off (lieu day), at a mutually agreeable time.

Employees who do not work on the public holiday shall receive pay for the holiday equal to the total amount of regular wages and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurs divided by 20.

## **ARTICLE 21 – Vacation**

### **21.1 Eligibility**

All employees are eligible to receive vacation based on their seniority, except as otherwise specified herein.

Relief, casual and temporary staff receive vacation pay bi-weekly. For purposes of calculating vacation pay, the applicable percentage shall be multiplied by gross wages received in each pay period. Gross wages shall be interpreted to mean the total monies earned by the employee in the pay period, including regular wages, overtime, statutory holiday pay, and any other amount earned by the employee in the service of the Employer save and except mileage or other allowances which are not calculated based upon hours worked.

### **21.2 Vacation Year**

For the purpose of vacation entitlement, a year will be defined as a fiscal year beginning on April 1st and ending March 31st of the following year. Employees who are hired during the course of a fiscal year shall receive prorated vacation time entitlements for the partial year. Vacations should be scheduled to accommodate employees as much as possible, however, the requirements of CMHA HKPR must be considered first. Vacation requests shall not be unreasonably denied.

Employees will be allowed to carry forward vacation hours into the next fiscal year (April to March) to a maximum of seventy five (75) hours. Employees will have until November 15<sup>th</sup> to schedule vacations for the fiscal year. If employees fail to do so, the Manager will notify them by December 1st of their scheduled vacation time. This scheduling by the Manager does not include the two (2) week carryover.

### 21.3 Public Holidays

If an employee qualifies for a paid public holiday and there is a public holiday during their vacation, that day is not counted as vacation. The employee will receive pay for that holiday, in accordance with the applicable employment standards legislation.

### 21.4 Vacation Entitlement

Seniority	Annual Vacation Entitlement	
Less than 259 days	15 days (112.5 hours)	6%
260 to 1299 days	22 days (165 hours)	8.5%
1300 to 2599 days	31 days (232.5 hours)	12.7%
2600 to 3899 days	36 days (270 hours)	14.6%
3900 days plus	38 days (285 hours)	15.4%

\*Clarity – 1 day = 7.5 hours

### 21.5 Vacation Time

Employees will earn vacation time based on seniority and at the rate identified in Article 21.4 – Vacation Entitlement. Vacation Time will be calculated twice yearly (April 1<sup>st</sup> and October 1<sup>st</sup>) and the amount will be received on the employee's pay statement on the next closest pay statement.

Employees who would have been entitled to move to a higher entitlement rate between the two (2) yearly calculation dates, will have the additional vacation time amount owed reconciled and received on the next calculation date. No adjustments will be made outside of the two (2) calculation dates.

Employees who are on an approved leave of absence, will receive their vacation time upon return to active employment, prorated for the amount of time left in the calculation period. Additionally, any accrued vacation time owing to an employee on an approved leave of absence, will remain until they return to active employment.

Upon termination or resignation, employees will receive vacation pay, representing the actual amount of vacation time that would have been earned but not taken.

Employees are encouraged to discuss with their immediate supervisor their individual balances and ensure that by March 31<sup>st</sup> they will have between zero and the maximum vacation carry-forward balance in accordance with Article 21.2

### 21.6 Vacation Pay

Vacation pay is calculated as the entitlement percentage multiplied by gross wages earned during the year during which the vacation time was earned. Vacation pay will be

paid out proportionally in the pay period during which vacation is taken for full-time and part-time employees.

### **21.7 Vacation Time-off**

All employees must request vacation time off using an approved request method. Vacation requests for April 1st to September 30th must be submitted by February 28th and the approved schedule will be posted by April 1st. Vacation requests for October 1st to March 31st must be submitted by August 31st and the approved schedule will be posted by October 1st. If there is a conflict among staff regarding vacation time slots, the requested period (all other things being equal) will be awarded to the person with the most seniority (with the exception of Christmas and New Year).

Vacation seniority rights shall be forfeited in a given year if the vacation request is not submitted by the due dates. The Employer will take into consideration request for vacation that would require an earlier consent. Such approval shall not be unreasonably denied.

### **21.8 Requests Received After the Deadline**

Supervisors will assess each request on a first come first served basis.

### **21.9 Unbroken Vacation Period**

Employees who have accrued sufficient vacation credits shall be entitled to receive their vacation in unbroken periods of up to two (2) weeks, unless otherwise mutually agreed. Additional time off may be granted provided adequate coverage is available and clients or the program are not going to be adversely affected.

### **21.10 Requests for vacation at Christmas & the New Year**

An employee wishing to take vacation at Christmas and/or New Years will submit their request no later than October 31<sup>st</sup> to their immediate supervisor. Approval will be granted based on the requests received, the prior years' time off approvals, and the needs of the program. Employees will be advised no later than November 25<sup>th</sup> of the status of their request.

In addition, the offices will close at 12:30 and employees actively at work will be granted the last half of the employee's scheduled shift to a maximum of four (4) hours on the day of Christmas Eve and New Year's Eve when they fall on a normal working day.

Employees who are regularly scheduled to work in a location that cannot close, and are actively at work on Christmas Eve or New Years Eve, will instead receive 3.5 hours of vacation added to their vacation bank.

## 21.11 Approved Leave of Absence during Vacation

Where an employee qualifies for an approved leave of absence during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be reinstated for use at a later date. The Employer may request appropriate information or documentation to support the employee's entitlement to a leave of absence.

## 21.12 Vacation Pay on Termination

Upon resignation or termination, the employee will be compensated for any outstanding vacation pay earned but not taken, prorated to the last day of active employment, on their final pay cheque. If the employee has taken more vacation than would have been accrued by the resignation or termination date, the final pay will be reconciled to deduct the time not yet earned.

## ARTICLE 22 – Sick Time

**22.1** Sick time credits are granted to protect against financial loss in the event of a personal illness or a non-occupational accident.

All full-time and part-time employees earn sick time credits.

All employees earn sick credit at the rate of 9.375 hours/month

An employee's salary and/or wage and eligible benefits will be paid at 100% of earnings until all sick time credits are used.

Sick time credits are granted bi-weekly

### 22.2 Maximum Accrual

The following table sets out the calculation used to determine the maximum accrued sick time hours allowed per eligible employee.

<b>Regularly Scheduled Hours</b>	<b>Maximum Accrued Sick time</b>
Full-time (75 hrs bi-weekly)	450 hrs
Full-time (60 hours bi-weekly)	360 hrs
Part-time (50 hrs bi-weekly)	300 hrs
Part-time (21 hrs bi-weekly)	126 hrs

### **22.3 General**

Employees who are unable to report to work or who must leave work due to illness must call their immediate supervisor or designate.

Employees who have a health-related appointment shall notify their immediate supervisor as soon as possible of their need to be away from work. Sick time credits shall be used for such health-related appointments. If an employee does not have sufficient sick time credits remaining, the employee may use personal leave credits for health-related appointments.

Employees must record any sick time credits used on their bi-weekly time sheet.

Employees may be required to provide a medical certificate when they have been sick for 3 or more consecutive working days or where an employee demonstrates patterned absenteeism. The Employer shall provide, upon request, proof of a pattern. When a medical certificate is provided, the Employer shall provide reimbursement for the cost.

The Employer will only accept medical certificates from a regulated health care professional.

Sick time credits shall not accrue during any unpaid leave, save and except as required by law.

Employees may be required to provide a medical certificate that indicates that the employee is fit to return to work (with or without accommodation).

Sick leave has no cash value and is not compensable upon resignation, retirement or termination of employment.

### **22.4 Benefits While On Sick Leave**

The benefits recited in Article 27 shall remain in effect when an employee is in receipt of paid sick leave benefits as set out herein and for a further six (6) months while an employee is on unpaid sick leave. Benefits shall remain in effect for the duration of an employer initiated medical leave.

### **22.5 Expiration of Sick Leave Credits**

If all accumulated sick leave has expired, an employee may use accrued vacation credits, or may take an unpaid medical leave.

## **ARTICLE 23 – Leave of Absence**

### **23.1 General Leave**

The Employer may grant a leave of absence without pay to any employee requesting it. Such request shall be in writing and must be approved by the Employer. Approval shall not be unreasonably denied. Employees on approved leave of absence shall not engage in any gainful employment without permission of the Employer.

Full-time employees on a General Leave will continue to accumulate seniority for up to ten (10) weeks. No employee shall lose seniority while on an approved General Leave.

### **23.2 Leave for Union Function**

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with benefits and without loss of pay and seniority. The Union shall reimburse the Employer for receipt of such pay, including all benefit premiums and statutory remittances paid by the Employer. The Employer will grant a leave of absence to not more than four (4) employees at any one time from any one program location, and up to fifty (50) days per fiscal year to the bargaining unit as a whole. Additional requests for Union leave of absence would not be unreasonably withheld. Any employee wishing to take such leave must make written request for such leave not less than two (2) weeks in advance, and permission for such leave shall not be unreasonably withheld, and the leave of absence shall not interfere with the efficient operation of the Employer.

### **23.3 Leave of Absence for Full-Time Union or Public Duties**

An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence with pay and without loss of seniority. The Union shall reimburse the Employer for receipt for such pay, including all benefit premiums and statutory remittances paid by the employer.

The seniority provisions of this Agreement shall apply to any employee on a Leave of Absence for Full-Time Union or Public Duties for up to four (4) years. The Employee shall retain their bargaining unit seniority acquired at the date of applying this leave of absence.

### **23.4 Bereavement Leave**

Bereavement leave will be granted in order to make required arrangements, express compassion, and to attend the service, in the event of a death in the employee's

family. Employees shall notify their immediate supervisor as soon as possible if a bereavement leave is required.

- a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancé(e), child or parent, sibling, grandparent, grandchild, step-parent, step-child, step-grandchild, step brother/sister, step-grandparent, ward, guardian the employee shall be entitled to leave of absence without loss of pay for five (5) working days.
- b) In the event of death of an employee's mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent-in-law, the employee shall be entitled to leave of absence without loss of pay for five (5) working days.
- c) In the event of a pregnancy loss/miscarriage as it pertains to either themselves or their spouse/common-law partner, the employee shall be entitled to leave of absence without loss of pay for five (5) working days.
- d) In the event of death of an employee's aunt, uncle, niece or nephew, the employee shall be entitled to leave of absence without loss of pay for two (2) working day.
- e) Where the service occurs at a locale in excess of five hundred (500) kilometers one way by the most direct road route, such leave shall include reasonable travelling time, up to but not in excess of two (2) days with pay. Additional days without pay may be granted.
- f) Three (3) undefined bereavement leave days without loss of pay.

All entitlements from a – d must be completed in a single block within seven (7) calendar days of the first day used, except in cases of extenuating circumstance. In such cases, employees may request to use their entitlements in two blocks. Such requests shall be made as soon as reasonably possible following the death and approval shall not be unreasonably denied.

The employee shall be paid for scheduled hours during the leave, which the employee otherwise would have worked. For purposes of interpretation, an "in-law" is defined as a person to whom the employee is related by virtue of a spousal relationship, with "spouse" to be defined pursuant to Part III of the *Family Law Act*, but the definition of "spouse" shall not include those living separate and apart for more than one year.

### **23.5 Leaves of Absence – Employment Standards Act**

Employees will be granted all leaves identified in, and in accordance with, the *Ontario Employment Standards Act*:

- Pregnancy/Parental Leave
- Family Medical Leave
- Organ Donor Leave
- Family Caregiver Leave
- Critical Illness Leave
- Child Death Leave

- Crime-Related Child Disappearance Leave
- Domestic or Sexual Violence Leave
- Sick Leave
- Personal Emergency Leave
- Family Responsibility Leave
- Emergency Leave
- Reservist Leave

Employees will continue to have access to their Group Health and Dental Benefit Plan during the course of their Pregnancy or Parental leave, with no changes to the cost-sharing set-up.

Employees have the option to continue to contribute to the Long Term Disability Insurance Plan during their Pregnancy/Parental Leave but are responsible to pay the full employee and employer premium during the leave. Payment arrangements will be made with the Finance Department.

Employees have the option to continue to contribute to the Pension Plan during their Pregnancy/Parental Leave, and in this case the employer will continue to pay the full employer premium during the leave. Payment arrangements will be made with the Finance Department.

Seniority continues to accrue for the entire legislated leave of absence time period.

These leaves are in addition to all other existing leave provisions in the Collective Agreement. On return from leave, employees will be placed in their former position. If former position is eliminated, employee will be placed in a position of equal value for which the Employer deems the employee to be qualified, with no loss of seniority.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied.

### **23.6 Jury or Court Witness Duty**

An employee selected for jury duty or who has been subpoenaed will be paid their full salary and shall have no loss in seniority during the duration of such jury duty or length of testimony. The employee will provide their immediate supervisor with proof of jury duty or subpoena and the court fees received. Employees must turn over their court fees to their immediate supervisor upon return to work.

## **ARTICLE 24 – Personal Leave**

### **24.1 Paid Personal Leave**

The Employer recognizes that there may be times when employees need to be absent from work in order to attend foreseen or unforeseen personal commitments not covered by any other leave provision. Paid personal leave is intended to create the flexibility to meet these needs.

- a) All regular full and part-time employees shall earn personal leave in an amount equivalent to 1.54% of their hours worked each year to a maximum entitlement of thirty (30) hours. Personal leave credits will be calculated once yearly (April 1<sup>st</sup>) and the amount will be received on the employee's pay statement on the next closest pay statement. Employees who begin after this date will receive a pro-rated amount of personal leave on their first pay statement.
- b) To request personal leave, an employee will provide their supervisor with as much advance notice as possible, unless there are extenuating circumstances. Personal leave is at the supervisor's discretion, according to program needs.
- c) Pre-approved personal leave may be taken at the beginning or end of vacation or in conjunction with a statutory holiday provided adequate program coverage is available and clients or the program are not going to be adversely affected.

In extenuating circumstances if an employee has no remaining personal leave and requires time off on an urgent basis, earned vacation credits can be used with approval, which shall not be unreasonably denied.

Personal leave has no cash value and are not compensable upon resignation, retirement or termination of employment.

## **ARTICLE 25 – Payment of Wages and Allowances**

### **25.1 Pay Days**

The Employer agrees that wages will be paid bi-weekly on an annual schedule, in accordance with the amounts set out in Appendix "A" attached hereto and forming part of this Agreement.

On each payday each employee shall be provided with access to an electronic itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be included on the statement.

Employees shall be paid based on hours reported and verified by their immediate supervisor or designate. The deadline for the submission of time sheets from an employee to their immediate supervisor or designate shall be posted annually. The

deadline may be changed by the employee's immediate supervisor or designate, upon provision of written notice to the employee of not less than 24 hours. It is understood and agreed that payment of wages may be delayed if the employee submits their time sheet to their immediate supervisor or designate after the required deadline.

## **25.2 Employee Under Paid**

If an employee is under paid, as a result of an error by the Employer, the following applies:

The Employer will provide the payment promptly. The objective is to deliver the payment within three (3) working days of the error being brought to the Employer's attention (the pay date does not count as a working day).

If an employee is under paid, as a result of an error by the Employee, the following applies:

- If the amount owed is greater than twenty-five dollars (\$25.00) the Employer will provide the payment promptly. The objective is to deliver the payment within three (3) working days of the error being brought to the Employer's attention (the pay date does not count as a working day)
- If the amount owed is less than twenty-five dollars (\$25.00) The Employer will provide the amount owed on the next pay date.

## **25.3 Pay on Lower Rated Jobs**

- 1) When an employee is temporarily assigned by the employer to a position paying a lower rate, their rate shall not be reduced.
- 2) When an employee is the successful candidate for a position paying a lower rate, their rate will be placed on the grid at the rate closest to, but not more than their current rate of pay

## **25.4 Pay on Higher Rated Jobs**

When an employee is temporarily assigned by the employer or is the successful candidate, to a position paying a higher rate, the employee shall be placed on the grid for the new classification at the step they are at on the grid level for the old position, for example Step #3 PCG6 > Step #3 PCG7. Internal progression through the grid in existing positions shall continue to be reviewed as per the current policy. The employee shall have the right to refuse the temporary assignment.

## 25.5 Mileage and Reimbursements

The Employer shall pay mileage and business reimbursements by the twentieth (20<sup>th</sup>) of the month provided the employee's business expense form is received and approved by the fifth (5<sup>th</sup>) of the month.

### Mileage:

Employees should use an Agency vehicle as the first option, however in instances where a personal vehicle must be used, the reimbursement rate is \$.72/km for the first 5,000km and then \$.66/km thereafter. Mileage reimbursement is calculated as the reimbursement rate times the number of kilometers travelled in a work day, minus the set number of kilometers in a round trip between the employee's home and their primary work location (C.M.H.A. H.K.P.R. Office), (i.e. minus the employee's regular commute, to and from work at their primary work location regardless of the employee attending the primary work location). The mileage reimbursement rate includes compensation for all vehicle-related expenses, including, but not limited to: fuel, repairs and maintenance, two million (\$2,000,000) dollars liability insurance, license and registration fees, and lease or finance costs. The employer agrees to issue, upon request by the employee, a T-2200 declaration of conditions of employment.

## 25.6 Meals and Other Travel Expenses

CMHA HKPR will cover all reasonable expenses including meals, parking, and hotel accommodation incurred by the employee in the course of performing their assigned duties.

When meals are not included as part of the event the employee is attending, or participating in or does not meet the dietary/religious requirement of the employee, receipted meal expenses will be reimbursed up to a combined total of seventy five dollars (\$75.00) per day. The cost of alcoholic beverages shall not be reimbursed.

Hotel and meal expenses shall only be reimbursed if the employee's assigned duties are further than:

- a) 150 kilometers, round trip, by most direct road route from the employee's primary work location and the assigned duties are scheduled to begin before 8:30 a.m. or are scheduled to continue after 6:00 p.m.; or
- b) 300 kilometers, round trip, by most direct road route from the employee's primary work location and the assigned duties are scheduled to begin before 11:00 a.m. or are scheduled to continue after 3:30 p.m.; or
- c) 550 kilometers, round trip, by most direct road route from the employee's primary work location.

Whenever possible, employees should attempt to use an Employer payment method in advance of using a personal payment method for hotel expenses. Hotel expenses of more than three hundred dollars (\$300.00) per night, plus HST, and any upgrade

from a standard room, must be approved in advance in order to be eligible for reimbursement.

Employees are to submit the eligible expenses claims monthly in accordance with the current Business Expense policy by the 5<sup>th</sup> of the following month. Employees shall submit verification for the nature and amount of such expenses within no more than thirty (30) days after the expense(s) were incurred. The Employer will not provide reimbursement for expenses submitted after the 5<sup>th</sup> day of the 1<sup>st</sup> month following the end of the quarter in which the expense was incurred, provided that the employee has received a written reminder of the deadline within the two (2) weeks prior to the end of the quarter.

<b>Expense Incurred</b>	<b>Reimbursement Deadline</b>
January 1 – March 31	April 5
April 1 – June 30	July 5
July 1 – September 30	October 5
October 1 – December 31	January 5

### **25.7 Footwear Allowance**

The Employer shall provide a footwear allowance of three hundred dollars (\$300.00) every year to all employees required to wear CSA approved safety footwear. Footwear allowance shall be provided as a reimbursement, upon presentation of a valid receipt.

### **25.8 Uniform**

The Employer shall provide uniforms to those employees in the custodial and maintenance classifications. Uniforms shall consist of five (5) shirts annually for full-time staff, three (3) shirts annually to part-time staff and one (1) shirt annually for relief staff. In addition, three (3) pants shall be issued for employees in the maintenance staff classification.

### **25.9 Overnight Shift Premium**

An employee who works a night shift shall be paid an hourly premium of two dollars (\$2.00) per hour for regular hours worked.

An employee who works a night shift, where at least half the shift occurs between the hours of 8:00PM and 8:00AM, shall be paid a two dollars (\$2.00) per hour, hourly premium for all regular hours worked during that overnight period.

If a shift is a designated night shift, and an employee covers part of said shift (partial shifts) the employee will receive the overnight premium for only the additional designated night shift hours (above any beyond normal scheduled shift)

## **ARTICLE 26 – Employee Classification, Definitions and Job Descriptions**

### **26.1 Full-Time Employees**

The term full-time employee refers to an employee who has satisfactorily completed their probationary period and who is regularly scheduled to work sixty (60) or more hours bi-weekly and is not a temporary employee as defined herein.

### **26.2 Part-Time Employee**

The term part-time employee refers to an employee who has satisfactorily completed their probationary period and who is regularly scheduled to work less than sixty (60) hours bi-weekly, not counting additional shifts offered over and above regularly scheduled pursuant to the terms of the Assignment of Additional Shifts Article, and is not a temporary employee as defined herein.

### **26.3 Relief Employee**

The term relief employee refers to an employee who has satisfactorily completed their probationary period and who performs work for which there are no regularly-scheduled hours or is called in to work on an as-needed basis to replace full time and/or part time staff who are off on approved vacation, sick leave, involved in job related training or on other approved leave and is not a temporary employee as defined herein. Full-Time or Part-Time employees may hold a relief position in another program. It is understood that relief staff shall not be used to replace existing staff in lieu of posting a vacancy, however, where there is a vacancy, one or more relief workers may be used to temporarily fill the vacancy until such time as the successful applicant is able to begin work in the position.

### **26.4 Temporary Employee**

Temporary employees shall be defined as employees who are hired for a term that is expressly indicated to be time-limited or to replace a full-time or part-time employee during a temporary absence and are covered by all of the provisions of this Collective Agreement, except the following:

- 1) Seniority
- 2) Sick Leave
- 3) Vacation
- 4) Layoff and Recall
- 5) Temporary employees shall be paid in accordance with Appendix "A".

- a) Temporary employees shall receive vacation pay as per the Article 21 and receive vacation time as prescribed in the *Ontario Employment Standards Act*.

- b) An employee hired as a temporary employee shall be advised at the time of hiring of their temporary status and the estimated duration of their employment.
- c) The Employer shall advise the Union of the hiring of temporary employees, the task to be performed and the anticipated duration.
- d) When a temporary position is created in response to the Employer's receipt of temporary funding for a specific project or program and that funding is later extended such that the employee hired to fill that vacancy continues to work in that position beyond the originally specified term of employment, the employee shall be deemed to no longer be a temporary employee. Instead, the employee shall be classified as full-time, part-time, or relief, depending on the hours of work in that position.
- e) When a temporary employee is hired into a full-time, part-time or relief position, their seniority shall be based on all hours worked effective from the date that they commenced employment with the Employer, provided there was no break in employment of more than ten (10) weeks.
- f) Any part-time or relief employee who temporarily transfers into a temporary position accrues seniority for the hours worked in the temporary position.
- g) Any full-time employee who temporarily transfers into a temporary position accrues seniority as per Article 15, regardless of the hours of work in the temporary position.

## **26.5 Job Descriptions**

Upon request by the Union, the Employer shall provide to the Union current job descriptions.

## **ARTICLE 27 – Benefit and Pension Plans**

### **27.1 Group Benefit Plan**

All full-time and part-time employees are required to participate in the group Benefits Plan Program offered by the Employer. To be eligible for enrolment, employees must have completed any waiting periods dictated by the terms of the plan, and must be less than eighty (80) years old. Coverage for eligible employees shall include extended health, prescription drug benefit, and dental (with 9 month recall for preventive care). Benefit premiums for extended health, prescription drug, and dental coverage shall be paid 100% by the Employer. Employees shall pay 20% co-share of the costs of prescription drugs. There shall be no dispensing fee costs to the employees.

All Full-Time Temporary members of the bargaining unit are required to participate in the group Benefits Plan Program offered by the Employer. Full-Time Temporary Employees will be eligible for Single Benefit Plan Coverage only. To be eligible, they must have completed any waiting periods dictated by the terms of the plan and must be less than eighty (80) years old. Coverage shall include extended health,

prescription drug and dental coverage. Benefit premiums for extended health, prescription drug and dental coverage shall be paid 100% by the Employer. Full-Time Temporary employees shall pay 20% co-share of the costs of prescription drugs.

The Employer and the Union agrees to have discussions regarding benefits in the month of July of each year for enhancement of the current Group Health Benefits. The new Group Health Benefits would be implemented on October 1<sup>st</sup> of the same year.

Note – Part-time benefits are for the member only – no family coverage

## **27.2 Mandatory Generic Drug Substitution and Speciality Drugs**

Based on specific provincial health insurance plan regulations, where a generic equivalent drug exists, reimbursement will only be made up to the cost of the lowest priced equivalent drug. Coverage for brand name drugs will be provided in accordance with the terms of the insurance policy if a medical practitioner indicates a brand name drug is medically required due to a serious medical reaction to the generic equivalent.

Employees requiring coverage for Specialty Drugs, will be required to participate in Coverage Navigation Services, as provided by the benefit carrier.

## **27.3 Benefits**

1. Upon request, the Union shall be provided with a current copy of the Master policy of all insured benefits. The Employer will pay the total cost of the following benefit plans for all full-time employees:
  - a) Employer Health Tax.
  - b) Group Life Insurance at two (2) times the employee's salary up to age 65, and at one times the employee's salary up to, but not including 70 years of age with no life coverage thereafter.
  - c) Semi-private hospital coverage or equivalent.
  - d) Dental ODA with a one (1) year lag. Basic coverage at zero co- pay. Coverage for major services subject to (50%) co-insurance. Maximum total benefit of \$2,000 per insured person per calendar year (Basic, Comprehensive Basic and Major combined).
  - e) Vision family coverage to \$300 every 24 months.
  - f) Eye examinations per insured family member every 24 months.
  - g) Hearing Aids: Every five (5) years at \$500.00.
  - h) Out-of-province travel coverage.
  - i) Paramedical Benefits:
2. To help minimize the use of sick leave and enhance employee health and fitness, the Employer Benefits coverage shall include up to \$750 per covered person per calendar year for mental health practitioners such as:

- a) physiotherapist
  - b) chiropractor
  - c) osteopath
  - d) chiropodist/podiatrist
  - e) naturopath
  - f) acupuncturist
  - g) speech therapist
  - h) massage therapist/orthotherapist
3. Employer Benefits coverage shall include a combined maximum of \$1250 per covered person per calendar year for mental health practitioners such as:
- a) psychologist, or social worker, or registered clinical counsellor, or psychotherapist
4. Such benefits are payable only after the annual maximum allowance under the provincial health plan has been paid.
5. All benefits are subject to the reasonable and customary charge limits as set by the provider.

#### **27.4 Long Term Disability**

All regular full-time employees must participate in the Long Term Disability insurance plan after completing ninety (90) days of continuous employment. Premiums are paid 100% by the employee on a bi-weekly basis. The plan shall provide for coverage of 66.67% on the first \$3,000.00 (three thousand dollars) of monthly earnings, and 50% on the next \$2,000.00 (two thousand dollars) of monthly earnings.

#### **27.5 Terms applicable to all Benefit Coverage**

The amount and eligibility for benefits that are provided to employees of the Employer are subject to the terms and conditions of the policies of the insurer that provides such benefits. Any dispute as to entitlement to benefits under the policies of insurance is between the employee and the insurer. The Employer will make all reasonable efforts to assist employees in the event of any dispute.

The Employer's obligation under the various benefit programs is restricted to the payment of its portion of the premiums.

Eligibility for group benefits ceases upon end of employment, save and except as otherwise specified herein or as required by law.

It is understood that the Employer may at any time substitute another carrier for any plan, provided the overall basket of benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and

to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the benefit programs contracted for and in effect for employees covered herein.

## **27.6 Pension Plan**

Participation in the HOOPP pension plan is mandatory for all full-time employees and optional for all other employees. Premium rates for pension contributions will be in accordance with the HOOPP plan.

Employees who participate in The HOOPP pension plan, and have a leave of absence not defined under the *Employment Standards Act* of less than thirty-one (31) days, will be required to make all mandatory required contributions upon return from leave of absence.

## **ARTICLE 28 – Joint Health and Safety Committee**

- 28.1** The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The parties further agree that health and safety is a shared responsibility of the Employer, the employees and the Union. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all employees.
- 28.2** A Joint Health and Safety Committee (JHSC) shall be constituted, in accordance with the legislative requirements, which will consist of three (3) representatives from the bargaining unit and three (3) representatives from the Employer. The meetings of the JHSC will be held at least every three (3) months. Minutes shall be taken of all meetings and copies shall be posted electronically and in hard copy on all Health & Safety boards.
- 28.3** At least two (2) representatives of the Joint Health and Safety Committee, one (1) from the Employer and one (1) from the Union, shall make regular inspections of the workplace and applicable equipment in accordance with legislative requirements and shall report to the Joint Health and Safety Committee the results of their inspection. In the event that a Ministry of Labour Inspector conducts a health and safety inspection of any building or workplace, one (1) union representative shall be allowed to accompany the Inspector and such time shall be considered time worked.
- 28.4** The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 28.5** At least two (2) Union members of the JHSC will be trained to be certified workers as defined under the *Occupational Health and Safety Act*.

**28.6** Work performed by bargaining unit members of the JHSC shall be paid in accordance with the *Occupational Health and Safety Act*

## **ARTICLE 29 – No Strikes, No Lockouts**

### **29.1 No Strikes, No Lockouts**

The parties agree that there shall be no strikes or lockouts during the term of this Collective Agreement.

## **ARTICLE 30 – Bulletin Boards and Union Access**

### **30.1 Work Site Access**

The representative designated by the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal breaks, whether paid or unpaid.

### **30.2 Union Bulletin Boards**

The Employer will provide a Union bulletin board at each office worksite. The Employer will ensure that the boards are located in areas that are highly visible to employees, typically being in or near lunch rooms or staff offices.

### **30.3 Filing Cabinet Space for Union**

The Employer shall provide the Union with appropriate space which would allow the Union to maintain a locked secure filing cabinet.

### **30.4 Union Meetings**

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union, in a space to be specified by the Employer, as and when such space is available, and provided that such space can be used with no disruption to the delivery of client services or the business of the Employer. It is understood and agreed that union business shall be conducted outside office hours and not during the working hours of any attendees and that attendance at union meetings shall not be deemed to be time worked, save and except as may be otherwise expressly set out herein.

### **30.5 Union Communications to Members**

The Employer may grant the Union permission to communicate with its members using the Employer's internal mail or email systems from time to time. It is understood and agreed that any agreement to permit such communications is without prejudice or precedent, and the Employer need not agree to permit any further such communications. It is understood that Union communications to members by way of the Employer's internal mail or email systems will be on an exceptional basis, rather than as a regular communication tool, and approval will only be given when reasonable advance notice of the request is provided by the Union, or where the communication is in the interests of Employee safety (for example, a Union meeting cancelled due to inclement weather) Pursuant to Article 30.4, it is understood that Union business is not to be conducted during working hours except as specifically permitted in the Collective Agreement.

## **ARTICLE 31 – Copies of Agreement**

### **31.1 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, it is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of the written notice of ratification. Within thirty (30) calendar days from the date they receive the signed copy of the Collective Agreement, the Union shall subsequently arrange to print sufficient copies and the Employer shall post an electronic version. The Union and the Employer shall share the cost of printing equally.

## **ARTICLE 32 – General Definitions and Plural Terms**

### **32.1 Definition of a “day”**

Unless otherwise specified or defined elsewhere herein, the term “day” shall be defined as a working day and shall include Monday to Friday and exclude all paid holidays defined herein as well as Saturday and Sunday.

### **32.2 Plural Terms May Apply**

Whenever the singular is used in this Agreement, it shall be considered as if the plural or vice-versa has been used where the context of the party or parties hereto so requires. It is also understood that these terms are intended to be gender inclusive.

# ARTICLE 33 – Term of Agreement and Retroactivity

## Term of Agreement

The term of this Agreement shall be from April 1, 2025 to March 31, 2026 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

## Retroactivity

Increases to the salary schedule shall be retroactive to April 1, 2025. Where employees have left the employ of the Employer prior to the ratification date of this Agreement, they shall be entitled to any retroactive payments.

SIGNED at Peterborough THIS 20th DAY OF January 2026

FOR THE UNION :



\_\_\_\_\_  
Melissa Demohue (Jan 20, 2026 19:45:27 EST)

\_\_\_\_\_  
Ellen Watkins (Jan 21, 2026 08:14:02 EST)



FOR THE EMPLOYER



\_\_\_\_\_  
Ellen Watkins (Jan 21, 2026 09:18:24 EST)



KG/COPE 491

## **APPENDIX A - Wages**

**Effective April 1, 2025**

PCG	Step 1		Step 1.5		Step 2		Step 2.5		Step 3	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
8	\$31.84	\$62,088.00	\$32.21	\$62,809.50	\$32.58	\$63,531.00	\$32.95	\$64,252.50	\$33.32	\$64,974.00
7CM	\$30.95	\$60,352.50	\$31.31	\$61,054.50	\$31.66	\$61,737.00	\$32.02	\$62,439.00	\$32.38	\$63,141.00
7	\$29.39	\$57,310.50	\$29.73	\$57,973.50	\$30.07	\$58,636.50	\$30.40	\$59,280.00	\$30.74	\$59,943.00
6	\$25.65	\$50,017.50	\$25.94	\$50,583.00	\$26.22	\$51,129.00	\$26.51	\$51,694.50	\$26.80	\$52,260.00
5	\$23.03	\$44,908.50	\$23.28	\$45,396.00	\$23.53	\$45,883.50	\$23.79	\$46,390.50	\$24.04	\$46,878.00
4	\$20.48	\$39,936.00	\$20.70	\$40,365.00	\$20.92	\$40,794.00	\$21.14	\$41,223.00	\$21.36	\$41,652.00
3	-	-	-	-	-	-	-	-	\$19.25	\$37,537.50

### **Wage Grid Principles**

#### **A) Entry Salaries**

- a. The entry wage is the first step on the grid to which the employee is assigned
- b. An employee may be hired above Step 1 because of work experience based on the *Experience Credit* as indicated above the Wage Grid

#### **B) Experience Credit**

- c. All new employees with directly related experience in the fields of mental health and/or dual diagnosis may receive credit leading to placement on a higher step on the grid
- d. No credit will be given for any experience gained more than ten (10) years earlier than date of hire

#### **C) Internal Progression on the Wage Grid**

- e. Full time employees are eligible to progress on the grid by full steps
- f. Part-time, temporary and relief employees are eligible to progress on the grid by half steps based on completion of 700 hours of active service
- g. Part-time temporary and relief employees will not progress more than one half step per year
- h. Hours worked, but not used to obtain a one half step advance shall be rolled out to the subsequent year(s)

**Employees will automatically increase each wage grid on the anniversary of the employees' date of hire**

