

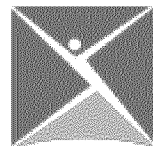
Collective Agreement

Between
Ontario Public Service Employees Union
on behalf of its Local 133

and

Canadian Mental Health Association
Elgin Branch

DURATION: April 1, 2020 – March 31, 2022



Canadian Mental
Health Association
Elgin County
Mental health for all

Sector 18
1-133-10228-20220331-18

Table of Contents

Article 1 – Purpose of Agreement	1
Article 2 – Scope and Definitions	1
Article 3 – Strike and Lockouts	4
Article 4 - Union Security and Dues Deduction	4
Article 5 – Management Rights	5
Article 6 – Union Representation.....	7
Article 7 – Grievance Procedure	10
Article 8 – Arbitration	13
Article 9 – Discharge and Discipline	14
Article 10 - Labour-Management Relations Committee.....	15
Article 11 - Seniority	16
Article 12 - Layoffs.....	19
Article 13 – Job Posting.....	23
Article 14 – Health and Safety.....	27
Article 15 – No Discrimination or Harassment.....	29
Article 16 – Bulletin Boards	30
Article 17 – Hours of Work	30
Article 18 – Personnel Records.....	34
Article 19 – Vacations.....	35
Article 20 - Paid holidays.....	37
Article 21 – Reporting Pay and Call-in Allowance	38
Article 22 – Jury Duty	38
Article 23 – Other Leaves.....	39
Article 24 – Health and Welfare Benefits.....	45
Article 25 – Term of Agreement	49
Article 26 – Wages and Classifications	50
Article 27 – Technological Change.....	51
Article 28 – General Provisions	51
Letter of Understanding #1 - Administration/Office Manager Position.....	54
Letter of Understanding #2 - Crisis Program Part-time/Casual/Call In Sched. Proced..	55
Letter of Understanding #3 - Part time and Casual Remuneration.....	57
Schedule “A” - Wages	58

Article 1 – Purpose of Agreement

The Canadian Mental Health Association, Elgin Branch, in partnership with the community is committed to building inclusive, healthy communities by working together for everyone's mental health.

- 1.01 To this end, it is the purpose of both parties to the Agreement:
- (a) To promote and maintain harmonious relations between the Employer and the members of the union.
 - (b) To improve relations between the Employer and the Union and provide fair and consistent treatment for all employees in the Bargaining Unit.
 - (c) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, wages, benefits, employment, etc.
 - (d) To provide working conditions that result in effective achievement of program objectives, staff development and growth.
 - (e) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
 - (f) To promote a safe, honest, respectful and pleasant working environment in the best interest of each others' mental health and development as well as the clients we support.
 - (g) To cooperate and harmoniously work together in promoting the best interests of the clients served by the Canadian Mental Health Association, Elgin Branch.

Article 2 – Scope and Definitions

- 2.01 The Employer recognizes the Ontario Public Service Employees Union as the sole and exclusive bargaining agent of all employees of the Canadian Mental Health Association, Elgin Branch, located in the County of Elgin, save and except Managers and those above the rank of Manager.

Volunteers

Both the Employer and the Union recognize that volunteers can and may perform a useful function in assisting the Association in meeting its objectives. Volunteers shall only perform assistive functions and shall not

be paid employees. The Employer agrees that no employee shall be replaced with volunteer worker(s).

- 2.02 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, absences, and to assist in client matters when regular employees are not available or require additional support.
- 2.03 The Employer will supply the Lead Steward and the OPSEU Staff Representative with a list of supervisory personnel. This list will be updated when changes occur.
- 2.04 Full-time Employee
The words “full-time employee” whenever mentioned in this Agreement shall refer to an Employee regularly assigned to work thirty-five (35) hours per week over the scheduled period.
- 2.05 Part-time Employee
The words “part-time employee” whenever mentioned in this Agreement shall refer to an employee regularly assigned to work less than thirty-five hours per week.
- 2.06 Casual Employee
The words “casual employee” whenever mentioned in this agreement shall refer to an employee who works on an as-needed basis and who has the option of accepting or refusing work, prior to the schedule being posted and classified as a “casual employee”.
- 2.07 Contract Employee
A “contract employee” is an employee whose period of continuous employment shall not exceed twelve (12) months, unless otherwise mutually agreed to by the Union and the Employer.
- 2.08 It is agreed that the word “employee” or “employees” wherever used in this Agreement, shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined and where the feminine pronoun is used in this Agreement, it shall be deemed to include the masculine pronoun, and vice-versa, where the context so requires.
- 2.09 Definition of Summer Student
The word “Summer Student” shall refer to an employee who during April to September is employed under a government funded program.

Co-Op/Practicum/Placement Student

A person who is gaining knowledge/experience as part of an educational program and is not receiving financial compensation.

2.10 Definition of Secondment

A secondment is an opportunity for an employee who has partnered to work with another agency for a period of time not to exceed twelve (12) months in duration, or such longer period mutually agreed upon by the Employer and Union. A seconded employee's wages shall be no less than their most recent rate at the time of going on secondment and they shall remain an active employee of CMHA Elgin, and he/she shall be covered by all the terms and conditions of the Collective Agreement. An employee who accepts a secondment shall return to his/her former position and location at the conclusion of the secondment.

2.11 The words "length of service", "continuous service" or "service" shall refer to an employee's service of employment with the Employer and shall be determined on the basis of a Full Time Equivalent ("F.T.E.") position which currently is comprised of 1820 hours of work per year for positions regularly scheduled to work an average of 35 hours per week.

2.12 The parties agree that unless specifically referenced at the beginning of an Article's clause all language contained in the Collective Agreement will pertain to all Bargaining unit employees.

2.13 Casual employees shall be covered by the terms and conditions of this agreement save and except health and welfare benefits, LTD, and pension plan. Where a casual employee is not covered by the terms and conditions of this agreement, they shall be granted entitlements according to the *Employment Standards Act, 2000 (ESA)*.

2.14 Contract employees shall be covered by the terms and conditions of this agreement, save and except health and welfare benefits, LTD, Pension Plan.

2.15 Business days, whenever mentioned, shall include all days exclusive of Saturday, Sunday, and designated holidays.

2.16 Definition of Supervision

A meeting to manage or oversee the work or performance of an employee.

2.17 Definition of Investigation

A meeting, following notice to the employee, that arises from a complaint or allegation against an employee and which could lead to discipline.

Article 3 – Strike and Lockouts

- 3.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strike and the Employer agrees that there will be no lockout of Employees. The word “strike” and the word “lockout” shall have the meaning as set forth in the *Labour Relations Act* as amended.

Article 4 - Union Security and Dues Deduction

- 4.01 The Employer will supply the Lead Unit Steward or alternate with the names of any new employees on first date of employment. Within ten (10) business days of starting employment and scheduled in conjunction with the Employer’s orientation program, the new employee(s) will attend a Union orientation with the Lead Unit Steward or alternate of up to thirty (30) minutes during regular working hours on site without loss of earnings for the purpose of acquainting the new employee(s) with the benefits and duties of Union membership and the employee’s responsibilities and obligations to the Employer and the Union as per the Collective Agreement. Such meeting will be mutually scheduled between the Lead Unit Steward or alternate, the Employer and new employee(s). The meeting may be conducted on an individual or collective basis.
- 4.02 Upon request, the Employer will supply the Union annually with a list of all bargaining unit employees’ names, classifications and current addresses.
- 4.03 The Employer agrees to deduct on a monthly basis from the wages due to each employee covered by this Agreement from commencement of employment, a sum equal to the regular Union dues payable by the members of the Union. In addition, the Employer shall deduct Union dues from any retroactive wage payments. The Employer shall remit the total amount of such deductions to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario M3B 3P8, not later than the 15th day of the following month that the deductions were made. The remittance shall be accompanied by a list of the names, addresses and Social insurance numbers of the employees from whose wages the deductions have been made. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence.
- 4.04 The Employer shall commence deduction of Union dues effective the date of ratification of this Collective Agreement.

- 4.05 The Union shall notify the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.
- 4.06 The Employer agrees that at the same time that Income Tax (T-4) slips are made available, the Employer will provide each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted in the previous year.
- 4.07 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.

Article 5 – Management Rights

- 5.01 The Union acknowledges and recognizes that it is the exclusive function of the Employer to operate and manage its business and to direct its working force in accordance with its commitments and responsibilities except as specifically limited by an express provision of this Agreement. The Employer acknowledges that its rights are to be exercised in a manner that is not arbitrary, discriminatory or in bad faith. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause provided that a claim by an employee that has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The Employer agrees to notify employees in writing of changes and make available to each employee an up to date written copy of any amended rules, regulations, policies or practices which the Employer intends to rely upon;
 - (b) hire, assign, retire, promote, demote, classify, transfer, direct, schedule, lay-off, recall and to suspend, discipline or discharge employees provided that a claim by an employee that she has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) establish, alter and enforce reasonable rules and regulations to be observed by the employees provided that such rules and

regulations shall not be inconsistent with the provisions of this Agreement;

- (d) determine the number of personnel required, the standard of performance of all employees, the assignment of working hours, the services to be performed and the methods, procedures, facilities and equipment to be used in connection therewith;
- (e) determine in the interest of efficient operation and high standards, quality of service, job rating and classification, the hours of work, work assignments, methods of doing the work and the working establishments for the service;
- (f) to plan, direct and manage its operations.

- 5.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement. Failure by the Employer to exercise any of its management rights shall not be considered to be an abandonment of those rights.
- 5.03 There shall be no verbal or written agreements with any bargaining unit employee that are contrary to this Collective Agreement.
- 5.04 The Employer agrees not to contract out any work normally performed by members of the bargaining unit, if as a result of such contracting out, a layoff of any employee(s) covered by this agreement occurs.
- 5.05 Work of the Bargaining unit – Employees not covered by the terms of this Agreement will not perform duties presently assigned to those employees who are covered by this Agreement, except for the purposes of instruction or in emergencies when bargaining unit employees are not readily available.
- 5.06 In the mutual interest of agency growth, the Union and the Employer agree that future annualized funding be directed toward job creation whenever possible as opposed to the contracting out of such funded positions.
- 5.07 The employer agrees not to direct any employee to perform work for which the employee has not received orientation, or will not receive orientation concurrent with the performance of the work, and the employer further agrees not to direct any employee to perform work for which the employee is not qualified through education, training and experience.

The employer agrees that it will make all efforts reasonable under the circumstances to ensure adequate staffing for delivery of services within each service area, including making reasonable provisions for coverage of unforeseen staffing shortages, and that at all times possible, work needing to be performed because of staffing shortages will be performed by employees employed in the service area or department where the staffing shortage occurs.

Pursuant to and as limited by the foregoing, the Union agrees that the Employer has the right to direct employees to perform work in service areas or departments where the employee is not normally employed in response to unforeseen staffing shortages or upon reasonable notice to the employee expected to perform the work when necessary to accommodate known future shortages.

The employer acknowledges that it is the responsibility of the employer to arrange coverage for staff absences.

The union acknowledges that the employer may delegate responsibility for arranging coverage for staff absences to an employee provided the employee performing the work is on shift when arranging the coverage.

Article 6 – Union Representation

- 6.01 The Employer agrees to recognize six (6) Unit Stewards elected or selected from and by the bargaining unit members plus the Lead Unit Steward. Where possible, the Union will endeavor to ensure representation across functional centres, plus the part-time category. Each such Unit Steward shall have completed their probation with the Employer, and shall be an employee of the Employer during their time in office, save and except a Unit Steward for the part-time category who may be a part-time employee, provided they have completed their probation.
- 6.02 (a) The privileges of the Union Steward and grievor to leave their work to attend to business related to the administration of complaints, grievances, or investigation meetings under this Agreement are granted on the following conditions:
- (i) There will be no loss of regular earnings while absent from their work;
 - (ii) Such business must be between the Union and Employer;
 - (iii) The time shall be devoted to prompt handling of necessary business;

- (iv) The Union Steward and grievor shall obtain the permission of the Manager concerned before leaving his/her work. Such permission shall not be unreasonably withheld.
 - (v) The Employer reserves the right to limit such time if it deems the time so taken to be excessive. Such right shall not be unreasonably exercised.
 - (vi) Meetings involving grievances, complaints or investigations, shall be at times and places agreed to between the Union and the Employer.
 - (vii) Employees are expressly prohibited from using work time to execute union business, except as otherwise authorized by the Employer. This shall not be unreasonably withheld.
- (b) During investigative meetings, employees shall normally be represented by the Union Steward of their choosing, save and except where an investigative meeting is required to occur because of a time sensitive subject, at which time an employee shall be represented by the first available on-shift Union Steward.

- 6.03 The Union will not nor will any employee engage in any union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer, save and except as may be provided herein.
- 6.04 When discipline is imposed, an employee is entitled to be represented by a Union Steward.
- 6.05 At any further negotiations for the renewal of this Agreement, the bargaining unit will be represented by a Union Negotiating Committee consisting of not more than three (3) employees of the Employer and the Union's staff representative. Each member of this committee shall be a full-time employee of the Employer during their time in office. The Employer will recognize and bargain with the said Committee for purposes of negotiations for the renewal of this Agreement. The Union shall notify the Employer in writing of the names of the members of the Union Negotiating Committee at the time of their appointment and the Employer shall not be required to recognize any committee member until it has been so notified. The Negotiating Committee shall consist of the lead steward and two (2) employees elected by the membership.

- 6.06 The privileges of members of the Union Negotiating Committee to leave their work to attend at negotiations with the Employer or for reasonable Negotiations Preparation Time are granted on the following conditions:
- (a) The Employer will pay the full cost of the Negotiating Committee members to attend up to seven (7) days of negotiations for the renewal of this Collective Agreement.

The Employer will bill the Union monthly for one hundred percent (100%) reimbursement by the Union for the wages and benefits paid to such members for any days in excess of seven (7) days of negotiations for the renewal of this Collective Agreement. The Union will remit payment within thirty (30) days of receiving the invoice from the Employer.
 - (b) Such business must be related to the negotiations between the Union and Employer.
 - (c) The Employer shall also release bargaining committee members from duty for pre-approved preparation time. Such approval shall not be unreasonably withheld. The Employer will bill the Union monthly for one hundred percent (100%) reimbursement of the Union for the wages and benefits paid to such members for time spent as preparation time. The Union will remit payment within thirty (30) days of the invoice date, which shall be submitted after the leave of absence day.
- 6.07 The duty of the Stewards shall be to represent employee(s) and to process grievances, complaints, or investigations, as outlined in the grievance procedure of this Agreement.
- 6.08 The Union will provide the Employer with the names of its Bargaining unit representatives on committees, Union Stewards to be recognized by the Employer and any subsequent changes. The Employer will provide the Union's assigned OPSEU Staff Representative with a list of its supervisory personnel and appointees with whom the Union is required to transact business. The Employer shall not recognize any such persons noted above until it has been notified in writing by the Union.
- 6.09 (a) Employees shall have the right to the assistance of an OPSEU Staff Representative with reasonable notice. The Union agrees that the exercise of this right shall not interfere with the Employer's operation.

- (b) In order to facilitate the confidential investigation of grievances, and to prepare for meetings, the Employer will make available the temporary use of an office.
- 6.10 No employee or group of employees shall undertake to represent the bargaining unit or stewards at meetings with the employer without first receiving proper written authorization from the Union.
- 6.11 Prior to establishing a time and place for such meetings, the Employer shall consult with the employee and his or her requested Unit Steward to ensure that such meeting is held at times that accommodate the schedules of all parties involved.

Article 7 – Grievance Procedure

- 7.01 It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible. It is understood that an employee has no grievance until she has first given her Manager an opportunity to adjust her complaint. Any complaint, disagreement or difference of opinion between the parties concerning the interpretation, application or any alleged violation of this Agreement or concerning the discharge or discipline of an employee which may be alleged to be unjust, shall be treated as a grievance.
- Any employee is entitled, upon request, to have a Union Steward present with them when meeting with the Manager to attempt to adjust their complaint starting at Step 1.
- 7.02 If the complaint directly involves the immediate Manager, the employee shall have the option of adjusting the matter with the Director of Employee Experience.
- 7.03 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss her complaint with her Manager. Such a complaint shall be brought to the attention of the Manager within ten (10) business days of the incident giving rise to the complaint, or from when the employee should have reasonably become aware of the event giving rise to the complaint. The Manager shall acknowledge in writing the date the complaint was received. The Manager shall state her decision verbally within five (5) business days of receiving the complaint.

Step One:

Should the employee be dissatisfied with the Manager's disposition of the complaint she may, with the assistance of a Union Steward, refer such

matter, on a written grievance form supplied by the Union, to her Manager. The written complaint shall constitute a formal grievance at Step One and shall be filed within ten (10) business days of the decision at the complaint stage noted above. The grievance shall specify the Article or Articles and subsections of the Agreement of which a violation is alleged, contain a statement of the nature of the grievance, and indicate the relief sought and shall be signed by the employee. The Manager shall answer the grievance in writing within ten (10) business days. The Union shall notify the Employer within ten (10) business days of receipt of the Manager's response if the grievance will proceed to Step Two. Without limiting the carriage rights of the member, if ten days have elapsed without notification from the Union, the Employer will assume that the grievance has been withdrawn, regardless of whether formal notification of withdrawal has been submitted to the Employer.

Step Two:

If no settlement is reached at Step One, the grievor, the Union Steward and the Director of Employee Experience or designate shall meet within ten (10) business days, or at a time mutually agreed upon, to discuss the grievance. The Director of Employee Experience or designate shall issue a written response within five (5) business days of the meeting. If the grievance is not settled by the meeting, it may be referred to Arbitration under Article 8 herein, within ten (10) business days of the response being provided.

- 7.04 The Union or the Employer may initiate a policy grievance or group grievance beginning at Step Two of the grievance procedure. Such grievance shall be filed within ten (10) business days of the incident giving rise to the complaint or when the Union or Employer or employees should have reasonably become aware of the event giving rise to the complaint, and shall be in the form prescribed in Step One. Any such grievance may be referred to arbitration under Article 8 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance. The provisions of this paragraph 7.04 shall not be used by the Union to file a grievance directly affecting an employee or employees which such employee or employees could themselves file and the provisions of Article 7 hereof shall not be by-passed.
- 7.05 No matter may be submitted to arbitration which has not been properly carried out through the grievance procedure within the time specified, providing that the parties may extend the time limits in the grievance procedure by mutual agreement in writing. Where a response is not given by a party within the specific time limits in the grievance procedure, the other party may submit the grievance to the next step of the grievance procedure.

7.06

Dismissal Grievance

A claim by an employee who has been discharged or suspended from employ, that the discharge or suspension was without just cause, shall be treated as a grievance if the written statement is lodged with the Employer within ten (10) business days of the discharge or suspension. Such grievance shall commence at Step 2 of the grievance procedure as herein provided; such grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation or by any other arrangement which is acceptable to the parties, or, if necessary, an Arbitrator or Board of Arbitration.

7.07

In this Article and Article 8, days shall include all days exclusive of Saturday, Sunday and designated holidays.

7.08

The employee has the right to be accompanied and represented by an OPSEU Staff Representative at all meetings in the grievance/arbitration procedure.

7.09

Settlement in any step of the grievance procedure shall be final and binding upon both parties to this Agreement and upon any employee affected by it. The mandatory provisions of this Article 7 shall not be considered to have been waived by the parties or either of them unless they expressly provide a waiver thereof in writing. At any step of the grievance procedure, the time limits may be extended for a period of time no greater than ten (10) business days by mutual agreement of the parties.

7.10

The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this Agreement unless the probationary employee is discharged or released for reasons which are discriminatory under the *Human Rights Code*.

7.11

All meetings concerning grievances or complaints shall take place when the Grievor and Steward, where requested, are already scheduled to work.

7.12

No grievances shall be permitted to be held in abeyance, unless the Employer and the Union expressly agree, in writing, and any such grievance held in abeyance shall be held in abeyance for no more than six (6) months.

Article 8 – Arbitration

- 8.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in this Agreement, and which has not been settled, will be referred to a single Arbitrator.
- 8.02 The referring party shall notify the other party in writing by registered mail that it is proceeding to Arbitration and such notice shall include a list of three (3) proposed Arbitrators.
- 8.03 Within ten (10) business days of receipt of the above notice, the responding party shall reply, either accepting one of the proposed Arbitrators or propose three (3) alternate Arbitrators.
- 8.04 Where the parties are unable to agree to an Arbitrator either party may apply to the Minister of Labour to appointment an Arbitrator.
- 8.05 Nothing in this Agreement shall preclude the Union and the Employer from agreeing to substitute an Arbitration Board for the Sole Arbitrator.
- 8.06 No person who has assisted in the negotiation of this Collective Agreement, or any renewal thereof, may be appointed to such Board of Arbitration.
- 8.07 The Arbitrator or the Arbitration Board shall give full opportunity to the Union and the Employer to present evidence and make representations and shall exercise those powers set forth in Section 48 of the *Labour Relations Act*. The Arbitrator or the Arbitration Board shall hear and determine the grievance in question and shall issue a decision and, subject only to the provisions of this Agreement, such decision shall be final and binding upon the Parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board and if there is no majority, the decision of the Chair shall govern.
- 8.08 Each party shall pay:
- (a) The fees and expenses of their appointee (if applicable)
 - (b) One-half of the fees and expenses of the Arbitrator.
- 8.09 The parties reserve the right to make application for Arbitration using Section 49 of the *Ontario Labour Relations Act* and should such right be exercised, agrees to inform the other Party in accordance with the time limits specified above.

- 8.10 The Arbitrator/Arbitration Board shall not have the authority to alter or change any of the provisions of this Collective Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms or conditions of this Collective Agreement, or in any way modify, add or detract from any of the provisions of this Collective Agreement.
- 8.11 An employee, in addition to the grievor, whose attendance is required at an Arbitration hearing shall receive permission to be absent from work providing the employee provides the Employer with ten (10) business days written notice. The Employer shall maintain salary, credits and applicable benefits and invoice the Union for the salary and benefits paid to such members. The Union will remit payment within thirty (30) business days of the invoice date, which shall be submitted after the hearing day.
- 8.12 The time limits specified in the arbitration procedure may be altered on the written agreement of both parties, and shall not unreasonably be withheld.

Article 9 – Discharge and Discipline

- 9.01 When the Employer intends to impose discipline on an employee, the Employer agrees to provide notice of discipline and the reason for the discipline to the employee concerned and to the Lead Unit Steward or designate. The disciplinary meeting shall be scheduled to allow for union representation at such meeting, as per Article 6.11, whenever possible.
- 9.02 An employee who is discharged or suspended shall be given a reasonable opportunity to meet with her steward before leaving the Employer's premises unless in the circumstances it is necessary to require the employee to leave the premises immediately. The employee shall be notified in writing of such discharge or suspension.
- 9.03 The Employer shall provide an employee a copy of each performance appraisal conducted by the Employer. A copy of any completed evaluation, which is to be placed in an employee's file, shall be first reviewed with the employee. The employee shall sign such evaluation as having been read.
- 9.04 The clinical manager shall not be involved in non-clinical disciplinary matters, unless the clinical manager was involved in the situation giving rise to the discipline.

Article 10 - Labour-Management Relations Committee

- 10.01 It is agreed by the Union and the Employer that a Labour Management Relations Committee be established for the purpose of an interchange of ideas and information on matters of mutual interest and concern to Management or Employees. Both parties agree that for the purpose of the LMRC is to promote harmonious relations and provide free and open discussion about ongoing operational and administrative change and policy development as it relates to the bargaining unit, prior to implementation by the Employer, to the extent possible. The Committee shall not have the power to alter, amend or modify the specific terms of the Agreement.
- 10.02 It is agreed the Union team shall consist of the lead steward and two (2) members elected by the membership and two (2) representatives of the Employer. Either party may request expansion of the number of participants for the meeting provided notice of two (2) business days is given prior to the meeting and both parties mutually agree.
- 10.03 The Labour-Management Relations Committee shall meet at a mutually agreed time and place, a minimum of four (4) times in a twelve (12) month period. Each party shall notify the other party of the proposed agenda items, including a brief description of the item, two (2) weeks in advance of the meeting in order to allow the other party to prepare for, seek clarification of, and respond to agenda items. Up to two (2) business days before the meeting, either party may add to the agenda in order to address time-sensitive issues only. Either party can request an additional meeting with one week's notice. If the other party agrees to the meeting, it shall be scheduled at a mutually agreeable time. Such agreement shall not be unreasonably withheld.
- 10.04 An Employer representative and a Union representative shall alternate being designated as Chairperson. Where the Employer is designated Chairperson, the Union representative shall be responsible for the Minutes and vice-versa. Minutes of each meeting shall be prepared by the responsible person so designated for that meeting and a draft copy shall be forwarded to all members of the committee and the Lead Unit Steward for review within one (1) week of the meeting. Members of the committee will then be permitted to make suggested changes to the draft Minutes. If changes are agreed upon, a draft copy of the Minutes shall be posted on the Union bulletin board within two (2) weeks of the meeting. If the changes cannot be agreed upon, then the draft Minutes will not be posted on the Union bulletin board. The draft minutes shall be approved at the following LMRC meeting.

- 10.05 The Employer shall maintain wages, benefits and credits for employees carrying out approved activities under this Article.

Article 11 - Seniority

- 11.01 Calculation of Seniority
Seniority as referred to in this agreement shall reflect length of service in the Bargaining Unit, since the first day of active duty with the Employer, and shall accrue based on hours worked and/or paid to a maximum of 1,820 hours per year, subject to Article 11.09 and 11.10, and subject to the proviso that any hours worked and/or paid to a full-time employee exceeding 70 hours in a pay period will not be included for the purposes of calculating seniority. A part-time or casual employee who has worked more than 70 hours in a pay period shall be credited with all hours worked to a maximum of 1820 hours per year. Seniority shall be recognized on a Bargaining Unit-wide basis.
- 11.02 Where an employee moves from full-time status to part-time, casual and/or temporary/contract status or vice-versa, he or she shall retain the accumulated seniority hours attained at the date of transfer and accumulate future seniority in accordance with the new status. One year of full-time seniority shall equal 1,820 hours for employees working the thirty-five (35) hour work week. The maximum seniority that can be credited for one year is 1820 hours.
- 11.03 Newly hired employees shall be on probation for a period of six (6) months of work from the date of hire. During the probationary period, the employee shall have no seniority rights and shall be considered as being employed on a trial basis. The release of the probationary employee will be at the discretion of the Employer subject to the provisions of the *Ontario Human Rights Code*. If retained after the probationary period, the employee shall be credited with seniority from the date of last hire.
- 11.04 An employee shall maintain and accumulate seniority under the following conditions:
- (a) While she is actively at work for the Employer after she has completed her probationary period as set out in Article 11.03 above;
 - (b) When on leave of absence with pay;
 - (c) When she is prevented from performing her work for the Employer by reason of injury arising out of and in the course of her employment for the Employer and for which she is receiving

compensation under the provisions of the *Workplace Safety and Insurance Act*, or when she is prevented from performing her work by reason of medically supported illness or disability;

Note: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code* and the *Employment Standards Act*.

- (d) During the first sixty (60) days of any leave of absence;
- (e) When on pregnancy or parental leave in accordance with the *Employment Standards Act*, as follows:
 - i) Full-time employees shall accrue on a basis of thirty-five (35) hours per week;
 - ii) Part-time and casual employees shall accrue based on the average number of hours worked per week within the previous year, to a maximum of 1820 hours.
- (f) When taking vacation days, paid sick time, personal days, statutory holidays, bereavement leaves, or jury duty service days;
- (g) When on Union leave.

11.05 Where two or more employees commence work on the same day, seniority shall be calculated in accordance with the date the application is received.

11.06 The Employer shall notify all employees by email that a new seniority list has been posted. Seniority lists shall be updated every six (6) months and a copy of each list shall be supplied to the Lead Unit Steward and Staff Representative at the time of initial posting and subsequent revision. Any employee alleging an error on the seniority list shall provide written notice of such alleged error to the Employer within thirty (30) calendar days of the posting of the seniority list, failing which the seniority list shall be deemed to be accurate.

- 11.07 (a) The Employer shall maintain and post on all Union bulletin boards a seniority list for all full-time and part-time bargaining unit employees showing the current job classification, job title, date of hire and accrued seniority. Seniority on such lists will be expressed in hours of accrued seniority.
- (b) The Employer shall maintain and post on all union bulletin board(s) a seniority list for all casual and contract bargaining unit employees

showing the current job classification, job title, date of hire and accrued seniority. Seniority on such lists will be expressed in terms of total hours worked in accordance with Article 11.02.

- 11.08 Seniority shall be retained but not accumulate when an employee is absent from work under the following conditions:
- (a) When on an approved leave of absence without pay, exceeding sixty (60) continuous calendar days;
 - (b) When appointed, selected or promoted to a position outside the bargaining unit.
 - (c) During the first twenty-four (24) months of any absence due to lay-off.
- 11.09 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (a) If she voluntarily resigns;
 - (b) If she retires;
 - (c) If she is discharged for cause and not reinstated through the grievance procedure;
 - (d) If she is absent from work for three (3) or more scheduled working days without notifying the Employer of such absence and providing a reason satisfactory to the Employer, unless in the circumstances it, was impossible for her to do so;
 - (e) The employee uses a leave of absence for a purpose other than that for which it was granted;
 - (f) If she does not return to work after lay-off within fourteen (14) calendar days after being recalled by the Employer by telephone and by registered mail addressed at her address last known to the Employer. It shall be the employee's responsibility to keep the Employer and the Union notified as to any change of her address or telephone number so that they will be up-to-date at all times;
 - (g) Is laid off for a period in excess of twenty-four (24) months.
- 11.10 It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. If any employee fails to do

this, the Employer will not be responsible for a failure of a notice to reach an employee sent to the last current address submitted by the employee.

- 11.11 (a) Employees shall provide proof of registration or license with the relevant professional college/association when requested on an annual basis.
- (b) The parties agree that each current employee, as of the date of ratification, shall be deemed to possess the minimum qualifications for the positions (s)he holds on the date of ratification.
- 11.12 (a) Employees promoted, assigned, transferred, or appointed to Manager positions or positions not covered by this Agreement will retain their seniority if the employee returns to her former position within twelve (12) months.
- (b) An excluded employee who successfully bids on a bargaining unit vacancy and returns to the bargaining unit after a period greater than twelve (12) months outside the bargaining unit shall return as a new hire with no bargaining unit seniority.

Article 12 - Layoffs

- 12.01 (a) In the event of a layoff of a permanent nature or in the event of reorganization/restructuring that will result in a permanent layoff, the Employer will endeavour to provide the Union with as much notice as possible of the proposed layoff, but no less than the ESA required notice to the Employee(s) affected. Upon issuance of the notice, the Employer agrees to meet with the Union to discuss means of avoiding the layoff. In all cases, the affected employee(s) will receive notice in accordance with the *Employment Standards Act*.
- (b) Notwithstanding 12.01 (a), where the Employer receives notice from the LHIN of a reorganization/restructuring that will result in a permanent layoff, the Employer shall provide the Union with equivalent written notice.
- (c) Such meeting will review the following:
- the reasons causing the layoff;
 - the services the Employer will undertake after the layoff;
 - alternatives to layoff;
 - ways and means of avoiding a layoff;
 - the method of implementation.

- (d) The Employer will provide the LMRC, and a Steward from each functional centre, where possible, with available pertinent financial, vacancy, redeployment and staffing information related to a reorganization or mass layoff and will review any proposals for reorganization or mass layoff which impact on the bargaining unit, at a meeting held within one week of notice received by the Employer.
- 12.02 In cases of layoff, the Employer will provide an updated seniority list to the Union.
- 12.03 A copy of any notice of layoff to an employee will be provided to the Union at the same time.
- 12.04 (a) The Parties recognize that job security and job opportunity should increase in proportion to length of service. Employees within the position in which the layoff takes place, with the least seniority, shall be laid off first, provided that the employees who remain on the job possess the normally required skill, ability and qualifications of the position.
- (b) For the purposes of this article, a layoff shall be defined in accordance with the *ESA, 2000*, as amended from time to time. This article applies to full-time and part-time/casual employees only.
- (c) Prior to commencing layoffs, the Employer shall release all Contract employees.
- (d) In the event of a layoff, casual employees will be laid off first.
- 12.05 (a) Employees who bump laterally or to a lower classification will be paid the rate at the new position which is closest to their then current rate of pay.
- (b) The Employer will not post for a position pursuant to the provisions of Article 13.01 (a) or (b) of the Collective Agreement when there are employees in that classification on layoff at the time of the posting who possess the necessary skills, ability, and qualifications to perform the job.
- 12.06 Employees shall be recalled in order of their seniority provided the employee recalled has the necessary skill, ability and qualifications to perform the job. A full-time employee who exercised their bumping rights to a part-time/casual position shall be entitled to be recalled to a full-time

position within their classification if one becomes available and if entitled to do so by virtue of their seniority.

12.07 Any employee who is laid off shall maintain full benefits minus LTD, for ninety (90) days from the date of the layoff.

12.08 Voluntary Layoff

- (a) Subject to the conditions outlined in this Article, an employee who has not received a notice of layoff may offer to be laid off and give up his/her job for possible redeployment of an employee who has received notice of layoff.
- (b) An employee shall advise the Director of Employee Experience or Designate in writing of his/her desire to make an offer of voluntary layoff.
- (c) The position of an employee making an offer under this Article will be considered to be a vacancy for redeployment of an employee who has received notice of layoff, provided the employee originally subject to layoff possesses the necessary skill, ability and qualifications and is able to perform the job.
- (d) If an employee takes a voluntary layoff in order to create a vacancy for redeployment of an employee who has received notice of layoff, the vacancy will be filled based on seniority amongst those employees having received a notice of layoff with the normally required skill, ability and qualifications to perform the job.

12.09 Attrition

It is understood that attrition can be used effectively as a redeployment strategy. The Employer agrees that, wherever practicable, attrition will be utilized as an alternative to layoffs.

12.10 Severance

- (a) An employee who has been permanently laid off or otherwise terminated (except termination for just cause) in accordance with the *Employment Standards Act* shall be entitled to severance pay in an amount equal to the employee's regular wages in a non-overtime work week multiplied by the number of the employee's years of service, plus a prorated amount for a partial year of service.
- (b) A laid off employee may elect to terminate his or her employment and to receive termination and/or severance pay in accordance with

the *Employment Standards Act*, as amended from time to time, in which case the employees shall have renounced their recall rights. The Employee's name shall be removed from the recall list, the employee shall have no further rights under the collective agreement and the Employer shall have no further obligations with respect to such employee.

- 12.11 Recall
Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for twenty-four (24) months.
- 12.12 The Employer shall recall employees in order of seniority to vacant bargaining unit positions for which he/she possesses the requisite skill, ability and qualifications, for a period of twenty-four (24) months from date of layoff. Notice of recall shall be sent by registered mail to the last known address of the employee, who shall respond to the recall notice within seven (7) business days.
- 12.13 Temporary Work
Employees on layoff shall be given preference for temporary work for which they possess the skill, ability, and qualifications to perform the available work. An employee who has been recalled to such temporary vacancy shall not be required to accept the recall and may instead remain on layoff.
- Employees refusing temporary work for which they possess the skill, ability and qualifications three times in one layoff will not be considered for recalls for temporary positions during that lay off.
- 12.14 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.
- 12.15 An employee given notice of a permanent layoff shall be entitled to accept the layoff and retain recall rights or displace an employee (eg. FT/PT), with the least seniority provided that the Employer is satisfied that the senior employee has the skills, ability and qualifications to perform the available work. The Employer will not unreasonably amend the requirements of a job in order to exclude an employee who would otherwise have the skill, ability and qualifications to perform the job. A part-time employee shall not be entitled to displace a full-time employee regardless of seniority.
- 12.16 An employee who is recalled and reinstated to a position with a lower rate of pay than the position which was occupied at the time of the layoff shall be given the first opportunity to return to their former position in accordance with their seniority rights.

Article 13 – Job Posting

- 13.01 (a) When a new classification is created or when a permanent vacancy occurs within the bargaining unit, or when a temporary vacancy occurs with a term of greater than six (6) months, the Employer will, if it decides to fill the vacancy, post a notice of vacancy both internally for bargaining unit members and externally. The posting shall be made for a period of five (5) business days, and shall be emailed to all staff. All copies of job postings shall be submitted to the Lead Unit Steward or designate prior to the posting. External applicants shall not be considered until the internal interview process has been completed and produces no selection of a bargaining unit applicant.
- (b) The job posting shall contain the following information:
- (i) The job title and description of the job
 - (ii) The skills, ability and qualifications required
 - (iii) The hours of work and rate of pay
 - (iv) The deadline date for application and the location or person to whom applications shall be made.
 - (v) location of the position.
 - (vi) the term of the position if it is a temporary vacancy with a term of greater than six (6) months.
- (c) Temporary vacancies shall be vacancies expected to exist for twelve (12) months or less, except where such vacancies are a result of employees being off as a result of an injury under the *Workplace Safety and Insurance Act*, or as a result of any employee leave under the *Employment Standards Act (2000)* that extends beyond twelve (12) months, including an approved request for an extension of an employee's pregnancy and/or parental leave as per Article 23.18.
- (d) Letters of Intention
An employee may make a written request for a transfer by advising the Employer and filing a Letter of Intention indicating the employee's name, skill, ability and qualifications, experience, present position of employment, seniority and requested position of employment. A request for transfer shall become active as of the date the letter of intention is received by the Employer. Letters of intention shall be retained on the employee's personnel record. Such requests shall be considered as applications for posted vacancies and subsequent vacancies created by the filling of a

posted vacancy.

- (e) Where a vacancy occurs, an employee who has the normally required skill, ability and qualifications may request to be transferred to the vacancy without the necessity of interviewing for the position. Where two employees with equal skill, ability, and qualifications request a transfer, seniority shall be the governing factor.
- (f) Whenever the Employer determines that a vacancy shall not be filled, the Employer will meet with the union at LMRC to discuss its decision within ten (10) business days of the decision. Such notice shall be in writing addressed to the Unit Steward and Regional Staff Representative of the Union and shall include reasons for the elimination of the vacancy and any proposed reorganization.
- (g) The Employer shall post for any vacancy by the later of ten (10) business days after the Employer becomes aware of the vacancy, or twenty-five (25) business days prior to the start of the vacancy. If they do not intend to fill the vacancy they must inform the union and provide their reasons.

13.02

- (a) When filling any posted vacancy under this Article, the Employer will consider the skills, ability and qualifications of the individual to perform the normal required work. The Employer will devise a rubric for evaluation of skill and ability for each bargaining unit position which will include interview and may include standardized testing. The OPSEU Staff Representative may review the rubric provided the OPSEU Staff Representative agrees not to share the rubric with bargaining unit employees. The Employer will notify the Labour-Management Relations committee (LMRC) any time a rubric is altered. Scores on the evaluation of skill and ability within 10% of each other will be considered equivalent. Where scores are considered equivalent, seniority shall govern. Immediately following selection, successful candidate(s) shall be informed in writing of his/her appointment to the new position.
- (b) Contract Positions
If it is determined that a contract position is to become permanent it shall be posted and filled as per this article.
- (c) Contract position holders who were hired externally shall be considered internal candidates for the purposes of job postings and filling of vacancies.

- (d) Where an employee is the sole applicant to a posting under this article and she/he already works in the position in a different capacity (e.g. a contract or part-time employee applying to a full-time position), she/he will be considered to have the skills and ability for the position without the necessity of an interview.
- 13.03
- (a) Temporary transfers shall be transfers of six (6) months or less. The Employer has the exclusive right to temporarily transfer employees for three (3) months or less due to unforeseen circumstances, within their own or equivalent job classification and the right to direct the work function of all employees.
 - (b) Subject to 13.03 (a), where the Employer decides to fill a position by temporarily transferring an employee, the Employer shall:
 - (i) Seek voluntary transfers from members of the Bargaining Unit by circulating an email inviting employees to submit a Letter of Intention and select the successful candidate from amongst the members who submit a Letter of Intention with consideration given to the normally required skill, ability and qualifications for the job.
 - (ii) Should two or more members express interest in a voluntary transfer, the Employer shall offer the opportunity to the employee with most seniority, subject to operational requirements.
 - (iii) If there are no volunteers, the Employer may fill the position with a casual employee.
 - (iv) Should the position not be filled by applying the aforementioned process, the Employer may seek qualified external applicants to hire into a contract position.
 - (c) If the rate of pay for the job to which the employee is temporarily transferred is less than the employee's regular rate of pay for the job from which the employee has been transferred, the employee shall receive her regular rate of pay during such temporary transfer.
- 13.04
- The successful applicant shall be placed on a three (3) month orientation period upon starting the new position. During this period, the employee may elect to return to his/her former position. If the Employer decides that the successful candidate is not performing the normal duties of the position satisfactorily, the Employer may return the Employee to their former position. If the Employer determines that further assessment is required due to the particular nature of the job the employee may be given

a further orientation period of two (2) months and then either confirmed in the position or returned to their former position, wage or salary rate, without loss of seniority. The Manager will confirm in writing upon successful completion of the orientation period that the Employee will remain in the position. If the employee is unable or elects not to continue to perform the duties of the new position, he/she shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

- 13.05 (a) Any employee who has successfully bid under this Article need not be considered for another posted job before nine (9) months from the date of a successful bid, except with the Employer's permission.
- (b) Article 13.05 (a) shall not apply to a part time or casual employee who holds a Contract position.
- 13.06 (a) Where the Employer changes the base qualifications, without third party directive, of any position, incumbents in the position at the time of the change shall be deemed to be qualified to continue to perform the work.
- (b) Where the Employer initiates changes, as per third party directive, in the base qualifications of any position, incumbents in the position at the time of the change will be given reasonable opportunity, at their own expense, to acquire the necessary skills and qualifications to fulfill the requirements of the position.
- 13.07 (a) Where an employee is employed on a full-time basis and has completed probation, they shall be deemed qualified to work in a different position on a casual basis, without the necessity of an interview, where they have the normally required qualifications for the other position. The employee shall receive orientation for that position. The employee shall be paid the regular full-time hourly rate of pay for the other position, plus applicable shift differentials.
- (b) Where a vacancy arises for full-time employees augmenting the casual relief roster for a program, the Employer will post notice that it is accepting internal expressions of interest and such notice shall include a deadline for submissions. Subject to Article 13.07(a), filling of the vacancy shall be done from the pool of expressions of interest received by the deadline, on basis of seniority.

- (c) The rights of a full-time employee to augment the casual relief roster for a program end with the termination of the employee's full-time position; however, a Casual position within the program will be offered to the employee if staffing levels permit, without the necessity of an interview.

Article 14 – Health and Safety

- 14.01 The parties agree that they mutually desire to maintain high standards of physical and psychological health and safety in the workplace in order to prevent workplace illness or injury.
- 14.02 Joint Health and Safety Committee
The Employer and the Bargaining Unit shall comply with the *Occupational Health and Safety Act* in maintaining Joint Occupational Health and Safety Committees, or Worker Representatives as per the Act.
- 14.03 Certified Worker Health & Safety Representative
Each Joint Health and Safety Committee shall have a certified worker representative. Costs of certification training shall be paid by the Employer. Worker training for members on the committee shall be provided by the Workers Health and Safety Centre, or other provider mutually agreed upon by the Union and Employer. The Employer shall not be obligated to train a member who has existing certification from another training provider until that employee's certification expires.
- 14.04 (a) A certified worker member of the Joint Health and Safety Committee (JHSC) shall be selected by worker members of the JHSC.
- (b) The certified worker member shall be notified of all critical injuries, as defined by the *Occupational Health and Safety Act*, as soon as practicable but, in any case, not later than twenty-four (24) hours after the Employer becomes aware of the critical injury, and the certified worker member will be granted paid time to investigate the circumstances.
- 14.05 Meetings shall be held quarterly, or more frequently at the call of a co-chair, when requested. Such request shall not be unreasonably withheld. The Committee shall maintain minutes of all meetings and make the same available for review.
- 14.06 The Employer will provide required safety equipment in accordance with the *Occupational Health and Safety Act* as amended from time to time.

14.07 Inclement Weather

- (a) Authority to close the Branch due to inclement weather or for any other reason on what would normally be a work day shall rest with the Regional Director or his/her designate only. Where such a closure occurs, staff who have reported for work may return home with pay if they wish, and those contacted by management and advised not to report for work will be paid as if they worked their normal work day. An employee who stays at work shall earn pay and lieu hours for time worked. Should the Director approve the performance of work related to the Inclement Weather Day, the employee shall earn lieu hours for time worked.
- (b) If an employee chooses not to attempt to travel due to inclement weather, and the Branch has not been declared closed, the employee shall have the option of working from home, provided the Employee has approval from their Manager, has sufficient work to complete a work from home day and is able to complete the work duties from home or taking a day off. The employee may elect to take a day off and use vacation, personal, or lieu time accumulated to that date.
- (c) In cases when the OPP or Ministry of Transportation report road closures, the Regional Director or designate will announce the closure of affected offices. In the case of official weather related travel advisement from the OPP or Ministry of Transportation indicating the hazardous conditions are imminent or occurring in the travel area, staff at the discretion of their Manager, may be provided the opportunity to work on call from home and/or permitted the flexibility of changing hours of work and long distance charges will be reimbursed upon submission of appropriate documentation.

14.08 Reduce Risk of Harm

- (a) The Parties shall work together to reduce the risk of harm to all individuals in the workplace.
- (b) The Employer shall develop written policies and procedures and provide pertinent training to reduce the risk of harm. The Joint Health and Safety Committee may make recommendations for the development of written policies and procedures, and these recommendations will be reviewed and considered by the Employer.

14.09 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

14.10 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring care by a physician or hospital as a result of an accident shall be at the expense of the Employer.

Article 15 – No Discrimination or Harassment

15.01 Pursuant to the OLRA, the Employer agrees that there will be no intimidation, harassment, discrimination, interference, restraint or coercion exercised or practised by the Employer or its representatives because of membership or activity in the Union.

15.02 The Employer, employees and the Union agree to conduct their affairs in accordance with the *Ontario Human Rights Code* and the *Occupational Health and Safety Act* as amended from time to time and agree that there shall be no discrimination or harassment practised or permitted by the Employer or the Union or any of their representatives against any employee for any reason including those of:

age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status (including single status), gender identity, gender expression, record of offences, sex (including pregnancy and breastfeeding), sexual orientation, or membership in a union.

15.03 (a) Workplace harassment is defined as engaging in a course of vexatious comment or conduct in a workplace that is known or ought reasonably to be known to be unwelcome.

Workplace violence is defined as the exercise of physical force by a person against another person in a workplace, that causes or could cause physical injury to another person; an attempt to exercise physical force against another person, in a workplace, that could cause physical injury to another person; and a statement or behaviour that is reasonable for another person to interpret as a threat to exercise physical force against another person, in the workplace.

- (b) All employees must undergo Violence Prevention and Workplace Harassment Training as provided by the Employer.
 - (c) Harassment and Violence Prevention training shall be offered by the Employer to new hires during their orientation to the agency.
- 15.04 The Employer shall accommodate the needs of employees in accordance with the *Ontario Human Rights Code*.
- 15.05 If any provision in this Collective Agreement is found to conflict with the *Ontario Human Rights Code*, the parties shall be bound by the *Code* and shall amend the article to the extent required.

Article 16 – Bulletin Boards

- 16.01 Bulletin boards will be posted at all work locations where employees have office space. The Employer will provide a Union bulletin binder at all other locations.

Article 17 – Hours of Work

- 17.01 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.
- Once a schedule is posted, any changes, shift trades or shift give-aways shall be approved by the Manager.
- 17.02 (a) Hours of work – Full-time Employees:
The regular work week shall consist of thirty-five (35) hours per week over the period scheduled by the Employer. The regular workday will consist of seven (7) hours a shift.
- (b) Hours of work – Part-time Employees
The regular work week for part-time employees shall consist of less than thirty-five hours per week regularly scheduled by the Employer. The regular work day will normally consist of up to seven (7) hours a shift.
- (c) Hours of work – Casual Employees
- (i) The hours of work for a casual employee shall be on an as needed basis as scheduled by the Employer.

- (ii) If a casual employee declines available work for the Employer for a period of two (2) consecutive months, the employee will be deemed to have resigned their employment with the Employer after the expiry of seven (7) calendar days after the schedule for the second month is published and distributed, and the employee shall have no further rights under this Collective Agreement. The Employer shall notify the employee in writing that the employee has been deemed to have resigned for failing to meet availability requirements of the position. Declining available work includes, but is not limited to, a casual employee failing to provide the Employer with their availability for shifts four (4) weeks prior to the schedule being posted as required by Article 17.02 (v), not meeting the availability requirements set out in Article 17.02 (iv), or not filling any shifts for a two (2) month period.
- (iii) Due to the nature of the casual employee's role, it is required that each casual employee submit their availability to the Employer on hire, and update as needed.
- (iv) Such availability shall include as a minimum: three (3) shifts per month, with at least two (2) occurring on weekends, and shall include statutory holidays. Full-time employees augmenting the casual relief pool shall be required to work a minimum of one (1) shift per month.
- (v) Such availability, and changes of such, shall be submitted at least four (4) weeks in advance of the posting of the schedule.
- (vi) If a full-time employee augmenting the casual relief pool declines available work for the Employer for a period of two (2) consecutive months, the employee will be removed from the casual relief roster after the expiry of seven (7) calendar days after the schedule for the second month is published and distributed, and the employee will not be permitted to be added back to the roster for a period of six (6) months.
- (vii) Articles 17.02(ii) and (vi) do not apply to employees who have been granted a Leave of Absence under this Collective Agreement or under law, for the duration of the Leave.

17.03 Employees shall be entitled to two fifteen minute unpaid breaks and one half hour unpaid meal break; and breaks may be combined.

- 17.04 All employees may flex their hours of work in order to address the needs of clients and/or the program provided such flexible working arrangements do not interfere with the operation of the Employer and are pre-approved by the employee's direct manager prior to the schedule change. Flex time shall not be unreasonably withheld.
- 17.05 Overtime
It is recognized by the parties that the needs of the clients may require overtime work and that the jobs involved must be staffed by qualified employees working on an overtime basis. The amount of overtime and the schedule for working such overtime will be established by the Employer. The Employer will endeavour to schedule overtime on a voluntary basis within a classification. In the event that the Employer is unable to schedule overtime on a voluntary basis, the Employer will schedule overtime in reverse order of seniority, taking into account the particular circumstances of the situation requiring overtime.
- 17.06
- (a) All authorized time worked beyond forty-four (44) hours per week will be considered overtime and will be compensated on the basis of one and one-half (1½) hours of pay or paid time off (lieu time) at the employee's option, to be taken at a time mutually agreed between the Employer and the employee.
 - (b) Employees, other than casual employees, who work beyond their scheduled hours of their shift but less than 44 hours per week, shall be compensated with lieu time equal to the hours worked, for all hours up to 44 hours per week.
 - (c) When an employee, other than a casual employee, accepts an additional scheduled shift beyond their standard work hours, and within their own program, the additional time will be compensated with pay at their regular rate or with lieu time equal to the time worked, at the employee's option, for all hours up to 44 hours per week.
 - (d) Casual employees are not eligible to accrue lieu time and authorized hours beyond their scheduled hours will be compensated at their regular rate of pay.
- 17.07 Where the need to work overtime or accumulate lieu is known in advance, the overtime or lieu hours must be authorized by their Program Manager or Regional Manager prior to the hours being worked. Where the overtime worked or lieu accumulated was unanticipated and justified as a result of emergency or crisis issue, employees requesting approval of overtime or lieu after it has been worked must notify their Program Manager and Regional Manager as soon as practicable after the time was worked but,

in any case, not later than the employee's next shift. Failure to do this will be considered sufficient basis for the Program Manager to deny the lieu accrual or payment for overtime hours worked.

- 17.08 Employees shall be permitted to accrue up to twenty-one (21) hours in their lieu time bank. This accrual may be exceeded in cases of emergency or crisis or inability to schedule, subject to management approval. Such approval shall not be unreasonably withheld.
- 17.09 Employees who wish to volunteer to work additional shifts will provide the Employer with their contact phone number for the purpose of being called in for additional shifts.
- 17.10 Employees may change shifts with each other provided the manager pre-approves such changes. Approval for such changes should not be unreasonably withheld.
- 17.11 Any requests granted for time off at Christmas, New Year's and statutory holidays will be based on seniority within the classification on a rotating basis.
- 17.12 It is the Manager's responsibility to arrange for shift coverage while staff are on sick leave, taking approved vacation or statutory holidays, including corresponding weekends, if the Employer determines that such shift coverage is required.
- 17.13 Lieu time off shall be scheduled as requested by the employee at a mutually agreeable time approved by the immediate Manager. All lieu time must be taken in the current fiscal year. Where the Employer is unable to grant an employee's lieu time prior to the March 31st deadline, the Employer shall pay it out on the first pay period after March 31st.
- 17.14 Overtime shifts (as opposed to extended hours overtime) shall be offered by seniority on a rotating basis to qualified and willing employees as outlined in Article 17.
- 17.15 No full-time employee shall be scheduled to work statutory holidays, except in those positions of the agency involved in 24/7 continuous service. Non-24/7 continuous services shall be covered by casual employees or on a voluntary basis by full-time employees. This will start on January 2, 2013.
- 17.16 Flexible Work Arrangements
Flexible work arrangements are defined as when the start and/or stop times for the employee are outside of the employees' regular hours of

work, or an alternate work arrangement in which work that is traditionally conducted in the office is performed at an employee's home.

- (a) Hours of work shall be arranged to best serve the needs of the clients and the achievement of operational needs. An employee shall develop a written proposal identifying the request to modify work hours and/or to work from home. The proposal shall be discussed between the employee and the immediate supervisor. Such requests shall not be unreasonably denied and will be reviewed annually. This option shall be available to employees following completion of the probationary period and shall include work in the community and the ability to complete documentation from home through the secure network access, relevant to Manager's discretion.

The parties recognize that there may be instances where flexible arrangements may not be a viable method of arranging schedules or work locations to meet operational requirements.

Article 18 – Personnel Records

- 18.01 An employee shall be entitled to view the entire contents of his or her personnel file in the presence of a Director or designate and accompanied by a Steward at a mutually agreeable time.
- 18.02 An employee who objects to his or her performance appraisal may elect to attach a statement to the document setting out the details of and reasons for those objections and/or file a grievance at Step One of the grievance procedure.
- 18.03 The Employer will not rely on or refer to adverse comments on a performance appraisal if subsequent appraisals do not show a continuation of the problem eighteen (18) months after the occurrence of the original problem.
- 18.04 Any letter of reprimand, suspension or other sanction will be removed from the record of the employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided there has been no repeat of the occurrence that gave rise to the original disciplinary action.
- 18.05 The Employer shall provide an employee with written reasons for any disciplinary action. Any reply by the employee shall become part of the employee's record.

- 18.06 In cases involving disciplinary matters, where the employee has been removed from the workplace. The employee's steward shall, with the employee's written permission, be permitted access to the employee's personnel record.

Article 19 – Vacations

- 19.01 The vacation year runs from April 1 to March 31. As a one-time benefit to ensure vacation is credited as it is earned moving forward, current vacation banks as of March 31, 2022 will be paid out, minus seventy (70) hours of permitted carryover hours. The accrual begins as of April 1, 2022.

- 19.02 As of April 1, 2022 employees will accrue vacation bi-weekly as a proportionate share of the employee's annual vacation entitlement.

Employees will be able to carry over up to seventy (70) hours from one fiscal year to the next. The carryover amount can be used at any time in the fiscal year it is carried to.

Employees may schedule up to thirty-five (35) hours of vacation that has not yet been accrued. Should an employee use vacation not yet accrued, then resigns or is terminated, the unaccrued credits shall be recovered by the Employer.

- 19.03 Members who have prior service and have been converted and/or successfully achieved FT status, shall be allocated vacation credits based on their seniority years of service (seniority accumulated up until the date of the full time position, divided by 1820). Existing staff shall be re-evaluated for vacation credits on date of ratification.

Vacation entitlement increases will occur on the employee's anniversary date of beginning his/her full-time permanent position.

Permanent Employees – Full-time Entitlement

Completed Years of Service	Full-time Equivalent Vacation Days/Hours
Date of Hire Completion of 3 years	15 days/105 hours
4 – 8 years	20 days/140 hours
9 – 13 years	25 days/175 hours
14 years and over (max.)	30 days/210 hours

Permanent Employees – Part-time Entitlement

Part-time employees shall be entitled to prorated paid vacation, or to receive a percentage vacation pay on each cheque, at the employee's sole discretion. Employees shall make their election by April 1st of each year. Vacation entitlement or vacation percentage shall be in accordance with the schedule below:

0 – 5460 seniority hours	4%
5461 + seniority hours	6%

Casual and Contract Employees

Casual and Contract employees will be paid 4% vacation on each pay, and will have no further vacation entitlement.

19.04 Vacation Approvals

Vacations will be granted during a fiscal year at the discretion of the Manager/Designate, to ensure the effective delivery at all times of each program. As much as possible, employee's requests will be granted. Employees are encouraged to submit their requests as early as possible to assist in the process.

19.05 (a) Subject to 19.05 (b), overlapping vacation requests within a program will be resolved by seniority.

(b) When an employee's vacation has been approved it shall only be altered by mutual agreement.

19.06 Where an employee is hospitalized or sick with medical verification during their period of vacation, there shall be no deduction from vacation credits for the period of illness if the employee has sufficient sick leave credits to cover the period of the illness. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the mutual agreement of the employee and the Employer.

19.07 An employee whose employment ceases or is terminated for any reason shall be paid, with his or her final pay, an amount of money equal to his or her pro-rated and unused vacation entitlement as calculated on the date the employee status ceases. Employees that have taken unearned vacation shall have that unearned portion deducted from their final pay.

Article 20 - Paid holidays

20.01 All employees are eligible to receive statutory and public holidays.

CMHA Elgin observes the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
Easter Monday	Family Day
Civic Holiday	
Plus one (1) Float Day	

Note: For statutory holiday pay purposes the parties agree that for full-time employees working an average of thirty-five (35) hours per week, a statutory holiday is equivalent to seven (7) hours.

20.02 In order to qualify for pay on a holiday, an employee shall complete their full shift on their scheduled working day immediately preceding and following the holiday concerned, or as otherwise outlined in the *Employment Standards Act, 2000*.

20.03 If any of the above holidays fall or are observed during an employee's vacation or regular day off, he/she shall be entitled to an alternate time off with pay on a date mutually agreed between the employee and Employer within the Employer's fiscal year.

20.04 Compensation for Holidays Falling on Saturday
When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday (or previous Friday where the following Monday is already a holiday), shall be deemed to be the holiday for the purpose of this agreement.

20.05 Compensation for Holidays Falling on Sunday
When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or preceding Friday where the preceding clause already applied to the Monday or where the following Monday is already a holiday) shall be deemed to be the holiday for the purpose of this Agreement.

20.06 Compensation for Statutory/Public Holidays Worked
Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) day's pay. Employees who are required to work on a public holiday, as defined in the *Employment Standards Act*, will be given another day off in lieu, at a mutually agreed

upon time. The employee will also receive holiday pay at a rate of one and one-half (1½) times the regular rate of pay for the hours worked on the statutory public holiday.

- 20.07 Casual staff shall be employed to be available to work statutory holidays, other holidays (as defined above), vacation and sick time. Casual staff will be paid for Statutory Holidays according to the *Employment Standards Act*.

Article 21 – Reporting Pay and Call-in Allowance

- 21.01 (a) If an employee reports for work at the scheduled starting time and there is no available work in her regular job, she will be assigned alternate work or shall receive at least three (3) hours pay at the regular rates;
- (b) The reporting allowance in paragraph (a) above will not apply where failure to provide work arises from causes beyond the Employer's control or where the employee had received at least three (3) hours notification not to report for work. The Employer shall provide such notification by contacting the employee directly at home or by leaving a voicemail message at home and on the employee's voicemail message system at work.
- 21.02 An employee who is called in and reports for work or training outside her scheduled hours of work will be paid a minimum of three (3) hours pay at her straight time hourly rate. This clause shall not apply to an employee who is called in early to perform work which continues into her regularly scheduled starting time. An employee may only be called into work pursuant to this section by a Director.

Article 22 – Jury Duty

- 22.01 When an employee who is not on leave of absence without pay is required to be in court or to speak before a person or body of persons authorized to compel the attendance of witnesses on a non-personal matter, it is Employer Policy that the employee shall not be at a disadvantage financially. The Employer shall, therefore, compensate such employees for jury duty or attendance at Court or other judicial bodies on business related matters, as follows:
- (a) Jury Duty – Employees required to serve on jury duty will receive their regular salary, or their hourly rate, times the working hours

absent, and must turn over to the Employer any fees received, excluding payment for travelling, meals or other expenses.

- (b) Business Related Court Appearances – Employees required to attend at Court or any other judicial body for business related purposes will be paid their regular salary, or their hourly rate, and the Employer shall reimburse the employee for travel and reasonable, pre-approved out of pocket expenses. The Employee must turn over to the Employer any fees received for attendance at Court.
- (c) Non-Business Related Court Appearances – Employees summoned by the Crown to attend at Court or any other judicial body under subpoena as a witness will receive their regular salary, or their hourly rate, times the working hours absent, and must turn over to the Employer any fees received, excluding payment for travelling, meals or other expenses.
- (d) The Employer shall only compensate employees for actual time required for Jury Duty or Business Related Court Appearances with the employee being expected to return to work in the event of adjournment or early dismissal.
- (e) Employees who must appear in court or consult with lawyers on Business related matters while on vacation will not have such time counted against vacation credits.

Article 23 – Other Leaves

23.01 Applications for leaves of absence under this Article with the exception of Article 23.02, must be submitted in writing to the Director of Employee Experience (or designate) for approval.

23.02 Bereavement Leave

For the purpose of this article, “Spouse” includes same-sex partner as defined by law.

- (a) In the event of the death of a spouse, same-sex partner, parent/step-parent or child/step-child ten (10) working days will be granted, with pay, to allow the employee to grieve, arrange or attend the funeral/memorial/wake/visitation service.
- (b) Five (5) days with pay for death of a brother, sister, step-sibling;

- (c) Three (3) days with pay for death of a grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, nephew or niece;
- (d) Two (2) days with pay for death of uncle, aunt, cousin;
- (e) Bereavement leave, which falls during a vacation period will be treated in accordance with Article 23.02.
- (f) In recognition of the fact that circumstances which call for bereavement leave are based on individual factors, bereavement leave time may be granted or extended with approval of your Manager in consultation with the Director of Employee Experience, with consideration given to:
 - (i) Travel time involved
 - (ii) Complexity of the situation

In such cases, the use of accrued vacation, compensatory time, personal days and/or sick leave may also be used.
- (g) Probationary employees are eligible for bereavement leave.
- (h) Bereavement leave for part-time, casual and contract employees will be based on scheduled working days, over a period of five (5) consecutive days, within the above limits thereby ensuring there will be no monetary loss during scheduled working days during such leave.

23.03

Sick Leave

A maximum of eighteen (18) days per year will be earned at the rate of one and one-half (1½) days per month. Sick days can be accumulated to a maximum of thirty-six (36) days but are not remunerative under any conditions. (Effective April 1st, 2013)

An employee can use sick days as personal days for the following reasons:

- Personal illness, injury, medical emergency or medical appointments
- Death, illness, injury, medical emergency or medical appointments or other urgent matters in relation to
 - Spouse/Partner

- A parent, step-parent, foster parent, child, step child, foster child, grandparent, step grandparent, grandchild or step-grandchild of the employee, the employee's spouse/partner
- A brother or sister of the employee; and
- A relative of the employee who is dependent on the employee for care or assistance.

To qualify for sick leave pay, employees will notify their Manager and /or Head Office of their absence immediately, to ensure appropriate coverage.

Failure to report an absence due to illness may result in discipline up to and including dismissal.

23.04 Notification of Extended Illness

- (a) It is the employee's responsibility to notify the immediate manager when a period of sick leave is expected to extend beyond five (5) consecutive working days. If the illness continues, the employee should keep the Manager informed as to when they may be expected to return to work. The employee may be asked to provide a medical note at their own expense from a physician, to their manager, to confirm the absence was due to illness when missing five (5) or more consecutive work days.
- (b) Where the Employer suspects abuse of sick leave credits, the Employer may request a medical note at any time from a legally qualified medical practitioner at the expense of the Employer. Where abuse of sick leave credits is found, the employee may be subject to discipline.

23.05 Personal Emergency Leave

The Employer shall grant a personal emergency leave of absence without pay in accordance with the *Employment Standards Act, 2000*. Such emergency leave days shall be inclusive of any paid leave of absence days under this agreement.

- 23.06 (a) Part time employees' sick leave shall be provided, prorated as to the full time equivalent and based on regularly scheduled hours worked and paid to a maximum of nine (9) days per fiscal year. (Effective April 1st, 2013)
- (b) Casual Staff shall be entitled to Personal Emergency Leave as per the *Employment Standards Act*.

- (c) Contract staff shall be entitled to sick leave allowance prorated according to hours worked to a maximum of nine (9) days per fiscal year. (Effective April 1st, 2013)

- 23.07 Family Medical Leave
Family medical leave shall be granted in accordance with the *Employment Standards Act of Ontario, 2000* as amended.
- 23.08 Personal Leave
The Employer may grant a leave of absence without pay for personal reasons. The request for leave of absence shall be in writing at least ten (10) calendar days in advance whenever possible and such request shall not be unreasonably denied.
- 23.09 Personal Days
Full-Time employees shall be entitled to four (4) days of personal time each fiscal year. Personal Days that are unused may not be carried forward past the fiscal year in which they were earned.
- 23.10 Expiration of Sick Leave Credits
If all accumulated sick leave has expired, an employee may use accrued vacation, personal days, compensatory time off credits, or may take an unpaid medical leave.
- 23.11 Short Term Sick Leave
Sick leave benefits may be available to employees through the Employment Insurance Commission Medical Benefits Plan. The employee's entitlement to medical benefits, if any, is solely determined by the EIC.
- 23.12 Long Term Disability
All full-time employees must participate in the Association's Long Term Disability Benefit Plan. Long Term Disability (LTD) benefits commence after 17 weeks of continuous illness. The employee's entitlement to LTD benefits, if any, is solely determined by the LTD provider. The Employer agrees to continue the LTD entitlement in place at the signing of this Agreement for those employees who are not on strike or lay-off in accordance with the terms of this Collective Agreement.
- 23.13 The Employer has the flexibility to change carriers without the authorization of the bargaining unit as long as the benefits stay equal or become better and the cost to employees are not increased.

- 23.14 Full Health and Welfare benefit coverage will be continued for employees during sick leave or for twenty-four (24) months from the date of disability for employees receiving payment through Long Term Disability.
- 23.15 Union Leaves
 The Employer agrees to grant leaves of absence, without pay, to not more than five (5) employees at any one time, selected by the Union to attend Union business including conferences and conventions subject to the operational requirements of the Employer. Granting of such leave shall not be unreasonably withheld. In requesting such leave-of-absence for an employee(s), the Union must give at least ten (10) working days notice in writing to the Employer. During such leave of absence, an employee's salary and applicable benefits or percentage in lieu of fringe benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of the employee's wages and benefits. The Employer will bill the Union within a reasonable period of time and the Union will remit payment within thirty (30) days of receiving the invoice from the Employer.
- (a) Leave for Executive Board Member: Full Time Position
 One employee, who is elected or appointed to a full time position with OPSEU may be granted leave of absence without pay. Requests for such leave will not be unreasonably denied. There shall be no loss of seniority or credits for the purposes of salary advancement or vacation entitlements or other benefits during such leave of absence. During such leave of absence, an employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer the amount of the full cost of the employee's wages and benefits.
- (b) At the end of the assignment, the employee shall, upon two (2) weeks' notice, be returned to the position held immediately prior to the commencement of the leave or to a comparable position with no decrease in pay should the original position be eliminated.
- 23.16 Employees on unpaid leaves of absence from the Employer may continue, to the extent permitted by the terms of the benefit insurance policy and pension plan requirements, benefit coverage for the duration of the leave by making arrangements satisfactory to the Employer prior to the commencement of the leave and by paying the total premiums involved.
- 23.17 Pregnancy/Parental Leave
 Pregnancy and Parental Leave shall be granted in accordance with and subject to the requirements relating thereto and as defined in the *Employment Standards Act, 2000 of Ontario* as amended.

- 23.18
- (a) The employee may end the leave by giving at least four (4) weeks written notice of intended date of return at any time within the seventeen (17) week Pregnancy leave or the sixty-three (63) week Parental leave.
 - (b) While on pregnancy or parental leave, the employee will continue to have contributions made to benefit plans unless the employee has advised the Employer in writing that the employee does not wish to continue to make the employee contributions to any such plans. Employees who choose to continue to pay their portion will make mutually satisfactory arrangements with the Director responsible for Human Resources or their designate. Where an employee does not wish to pay their portion of the premium, coverage will be discontinued for the duration of the leave, and enrolment upon return to work will be subject to the requirements of the carrier.
 - (c) An employee may request an extension of their pregnancy and/or parental leave up to twelve (12) months in duration. If the request is granted, the Employer may either extend the contract covering the position or otherwise fill the position in accordance with the Collective Agreement.
 - (d) Upon return to work, the employee shall be reinstated to the position and location the employee held at the time the leave commenced, if it still exists, or to a comparable position if it does not, at the wage level the employee was earning at the time of the leave or would be earning if the employee had worked through the leave.
 - (e) An employee of the bargaining unit shall be allowed to use up to three (3) days of lieu time, sick leave, vacation, paid personal days, or a combination thereof, for the birth or legal adoption of a child where the bargaining unit member is to be the legal parent of the child.
 - (f) Employees shall continue to accrue vacation time and benefits during pregnancy and parental leave, in accordance with the *Employment Standards Act, 2000* as amended from time to time.

23.19 Education and Professional Development

- (a) The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. The Employer shall endorse and fiscally support within available resources ongoing staff development opportunities for all

staff to remain current in knowledge of service delivery models and ascribe to a “best practice” approach in the provision of community based mental health care. Individual staff members shall also have the opportunity to attend external seminars/conferences as approved by CMHA Elgin. Educational requests are to be submitted to their respective Manager to discuss and request approval with supporting documents. If the request is approved, the approval may include (i) payment for the conference and paid educational leave day(s) or (ii) paid educational leave day(s) with conference/educational fees to be paid by the employee. The total maximum training allowance for conferences, education, training and related expenses is \$500.00 per full-time employee per fiscal year. The training allowance shall be pro-rated for part-time employees, based on hours contracted. No training allowance shall be provided for casual or contract employees. The Registration Fee will not be paid to the employee in advance. Reimbursement of the registration fee up to the maximum shall be provided upon proof of payment. All pre-approved related expenses must be supported by receipts for reimbursement. The \$500.00 maximum training allowance is non-cumulative and has no other cash value for the employee. This limit shall not apply to conferences and training, where such conference or training is required by the Employer for the purpose of training other employees.

- (b) An employee may be granted education leave without pay for varying periods up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for additional or special studies in some field of education in which special preparation is needed to enable the employee to fill their present role more adequately, or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- (c) Where the Employer requires an employee to attend training or conferences, the Employer shall pay for time, tuition, mileage, accommodation and meals.

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

Article 24 – Health and Welfare Benefits

24.01 The Employer agrees to continue the health and welfare benefit plans in force at the time of the signing of this Agreement for those qualifying employees who are not on strike or lay-off in accordance with the terms of this Collective Agreement. Those employees on Workers Compensation

will receive benefit entitlement in accordance with the provisions of the WSIA. The health and welfare benefits shall be as more particularly described and set forth in the respective plan documents and policies of insurance.

- 24.02 Any dispute over entitlements or payment of benefits under such plans or policies shall be adjusted between the full-time employee and the insurer concerned. The Employer will provide cooperation and collaboration in the resolving of disputes.
- 24.03 Notwithstanding anything to the contrary in the provisions of this Agreement, the benefits and plans of insurance are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The responsibility rests with the employee to complete all eligibility requirements of the existing carriers of all medical, health and welfare benefits under this Collective Agreement.
- 24.04 An Employee prevented from performing work with the Employer due to an occupational injury, accident or illness that has applied for Workplace Safety and Insurance Board Benefits shall continue to receive their regular rate of pay by utilizing their sick leave credits until such time as their claim is approved by the Workplace Safety and Insurance Board.
- 24.05 All premiums for the listed benefits except LTD will be one hundred percent (100%) paid by the Employer. LTD premiums are one hundred percent (100%) paid by the employee as per current practice.
- 24.06 The Employer shall provide each employee who qualifies with the detailed Employee Benefit Booklets for the benefit and pension plans in force at the time of the employee's enrolment.
- 24.07 Group Registered Pension Plan and Defined Benefit HealthCare of Ontario Pension Plan (HOOPP)
- (a) Commencing 01 January 2021, the Employer and Employee will make matched contributions to the HealthCare of Ontario Pension Plan (HOOPP) which will be as outlined and defined in the HOOPP agreement documents.
 - (b) Part-time and Casual Employees shall be included in the Healthcare of Ontario Pension Plan (HOOPP).

All present employees enrolled in the Hospital's Pension Plan shall maintain their enrolment in the Plan subject to its terms and conditions.

New employees and employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enroll in the Plan when eligible in accordance with its terms and conditions.

HOOPP benefits while on maternity/parental leave:

As long as HOOPP provides for these options for maternity and Parental leave, employees off for maternity and/or parental leave shall notify the Employer and HOOPP if they plan to:

- (i) Continue regular employee pension contributions while off on leave on a monthly basis and the employer shall continue their contributions accordingly;
- (ii) Opt for rapid catch-up within the first 6 months of return from a maternity and/or parental leave where pension contributions shall be caught up for the year's leave. The employer shall continue contributions accordingly per HOOPP policy.
- (iii) Opt to not continue employee contributions during the maternity/parental leave, nor rapid catch-up upon return from leave. This option shall not require employer contributions and shall become a buy-back year where the employee can opt to later buy back the full year by paying the employer and employee contributions for the period of parental/maternity leave.
- (iv) These maternity leave options listed in (i), (ii) and (iii) shall be as updated and amended by HOOPP.
- (v) This article is subject to acceptance of the Employer by HOOPP as a HOOPP pension administrator.
- (vi) The Union and Employer may mutually agree in writing not to enforce Article 24.07, in which case the pension provisions in place prior to adoption of this article will remain in force.

24.08 Every employee who is required by the Employer to provide their automobile for transportation while engaged on Employer related business shall be paid an automobile allowance of \$0.52 per kilometer, effective the date of ratification.

24.09 In appropriate circumstances, the Employer agrees to pay reasonable reimbursement for interior car cleaning costs, upon provision of a receipt, as a health and safety measure.

24.10 When an employee is required to drive between designated work locations during a shift, the employee will be reimbursed for mileage.

24.11 Shift Premium

An Employee shall be paid a shift premium of two dollars (\$2.00) per hour for work on the overnight shift (2300-0700). The shift premium does not apply to per diem shifts.

An employee shall be paid a weekend premium of one dollar seventy-five cents (\$1.75) per hour for each hour worked between 2300 hours Friday to 0700 hours Monday or such other forty-eight (48) hour period that the Employer may establish.

Shift premiums shall not be considered as part of an employee's basic hourly rate.

24.12 Other Expenses

An employee shall be reimbursed for any reasonable director approved out-of-pocket expenses incurred in the service of the Employer relating to meals and accommodations, if the expense is incurred.

- (a) Meal Allowance – Meals incurred while conducting services for the Employer shall be reimbursed when supported by appropriate receipts to a maximum of fifty dollars (\$50.00) per day. The following per diem guide is to be considered:

Breakfast	\$11.00
Lunch	\$15.00
<u>Dinner</u>	<u>\$24.00</u>
Total per day	\$50.00

- (b) Accommodation - Only single room accommodation is authorized and overnight accommodation must be pre-approved. Accommodation should be obtained in moderately priced rooms in good standard hotels or motels. Every effort should be made to obtain government or corporate rates. Reimbursement will be provided to the employee when supported by appropriate receipts.
- (c) Cellular Telephone Usage – The Employer shall provide use of a cellular telephone to each bargaining unit employee who, in the opinion of the Employer, requires one for the purpose of conducting daily Employer related business and appropriate client support and the cost of the phone and business usage shall be borne by the Employer.

- (d) Parking Expenses related to Employer Business – Pre-approved parking expenses will be reimbursed to the employee for any Employer related business off of the CMHA office sites.
- (e) Miscellaneous Expenses related to Employer Business – Miscellaneous pre-approved business related expenses will be reimbursed provided they are supported by receipts.
- (f) The Employer is not responsible for any fees, fines or payments incurred by an employee arising out of parking infractions, speeding infractions, or any other infractions or fines arising out of violations of the *Highway Traffic Act*, municipal by-law(s) or otherwise at law.
- (g) Unless approved by the Director, the Employer is not responsible for any fees associated with using toll routes, including when such fees are incurred when using vehicles provided by the Employer, and all such costs shall be the sole responsibility of the employee, who shall reimburse the Employer where the Employer is directly billed for any such costs.

24.13 The Employer reserves the right to request a criminal and/or vulnerable sector record check at its sole discretion, upon hire and with the intention to request a repeat of the check every five (5) years. Thereafter the Employer may, with reasonable grounds communicated to the employee, require a criminal and/or vulnerable sector record check at any time. The Employer shall bear the cost for any criminal and/or vulnerable sector record checks provided such documentation supporting the expense incurred for the record check is provided to the Employer.

The Employer further reserves the right to request annually that an employee sign a declaration confirming that they have not been charged and/or convicted of any criminal offence(s) for which they have not received a pardon.

Article 25 – Term of Agreement

25.01 The term of this Collective Agreement shall be from April 1, 2020 to March 31, 2022.

This Collective Agreement shall continue from year to year thereafter unless either party gives the other party notice in writing that it desires its termination or amendment.

25.02 Either party desiring to propose changes to this agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to

the other party. Within thirty (30) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

- 25.03 During any period of renegotiation, all terms and conditions of the Agreement shall remain in effect and the Agreement shall remain in effect until:
- (a) The parties are in a legal strike or lockout position; or
 - (b) Both parties have ratified a renewal of this Agreement with such changes as may have been agreed.

Article 26 – Wages and Classifications

26.01 Payment of Wages

The Employer shall pay salaries and wages every second Thursday by direct deposit to the employee's designated bank account. On each payday, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

Reimbursement for pre-approved expenses shall be paid by the Employer in accordance with the regular payroll schedule.

26.02 Changes in Classification

The Employer agrees to prepare a new job description whenever a new job is created or whenever the duties of an existing job change significantly.

The rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the classification or reclassification as the case may be, and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination.

- 26.03 If the Employer receives additional funding designated for wages during the currency of the Collective Agreement, the parties will meet to discuss the distribution of funding designated for wages.

- 26.04 The job classifications and rates of pay shall be as set forth in Schedule "A" attached hereto and forming part of this agreement.

- 26.05 The Union and the Employer agree to form a sub-committee of the LMR whose purpose shall be to review Employee Job Descriptions to offer input and meaningful suggestions for updating the Job Descriptions to reflect the work performed by the employees.

Article 27 – Technological Change

- 27.01 The Employer undertakes to notify the Union in advance of any technological changes that the Employer has decided to introduce which will significantly change the status or working conditions of the employees within the bargaining unit.
- 27.02 The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.
- 27.03 Employees will be given notice of the impending change in employment status and/or working conditions at the earliest possible time.
- 27.04 In the event of the introduction of any new computer equipment or software program, which require an employee to upgrade their skills, the employee shall be given a reasonable period of time to acquire the skills necessitated by the introduction of the equipment/programming. The Employer will assume the cost of in-service training, or tuition and mileage, and there shall be no reduction in normal earnings during the training period for any such employee. Training shall be given during the hours of work whenever possible.

Article 28 – General Provisions

- 28.01 The Parties agree that all employees covered by this agreement shall become and remain members of the Union.
- 28.02 The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing and distributing sufficient copies of this Agreement to all parties. Where required, the parties shall co-operate in making the agreement accessible to employees in alternative formats or languages.
- 28.03 Correspondence
Unless otherwise specified in the Agreement, all correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Employee Experience and/or their designate, and the Lead Unit Steward of the Union and/or their designate, and the OPSEU Staff Representative.

- 28.04 The Employer agrees to notify the Lead Unit Steward and the OPSEU Staff Representative by email of all promotions, demotions, hiring, layoffs, recalls, discipline meetings, resignations, suspensions and terminations of employment of bargaining unit employees.
- 28.05 Motions/Resolutions/Bylaws
Copies of all motions, resolutions and bylaws or rules and regulations, policies and procedures adopted by the Employer, which affect the members of the bargaining unit, shall be forwarded to the members of the LMRC, Unit Steward and OPSEU Staff Representative. Additionally all LHIN and Ministry directives and Health Unit Advisories shall be forwarded to the aforementioned parties.
- 28.06 In the event that the LHIN or MOHLTC requires changes to the services provided by Community Health Service Providers or if the Employer determines that operational changes are required to meet service requirements and/or operational needs, the Employer agrees to meet with the Union to discuss such changes and the implementation of such changes.
- 28.07 In consultation with the Employee's Manager, the Manager shall assist each Employee whom they supervise with balancing their caseload/workload in accordance with identified concerns for balanced load. Where this cannot be resolved between the Manager and the Employee, the matter may be forwarded to the Labour-Management Relations Committee (LMRC) for discussion.
- 28.08 Wage Reopener
The parties agree that if Bill 124 (an Act to implement moderation measures in respect of compensation in Ontario's public sector) is repealed during the term of the collective agreement, and/or the agency receives new funding permitting the enhancement of wages for employees covered by the terms of this agreement, the Employer agrees to reopen discussions pertaining to a possible wage increase. Such meeting(s) will be regarded as a reopening of the Collective Agreement for the negotiation of wages only, during the current term.
- 28.09 Merger/Integration/Amalgamation/Collaboration
The Employer agrees to notify the Union in advance and will provide at least sixty (60) days' notice of any significant operational changes that the Employer, LHIN or MOHLTC has decided to make which will affect employees within the bargaining unit. The Employer also agrees to discuss these significant operational changes with the Union and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.

Where the employer amalgamates/merges/integrates/collaborates with another agency/organization/service or agencies/organizations/services; or transfers its undertaking in whole or part, the service of employees shall be recognized and all terms and conditions of the collective agreement shall continue in force and effect for the life of the agreement.

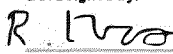
28.10 Multi-site Work Locations


Current employees shall only be assigned to work outside of Elgin County catchment area by mutual agreement. With the exception of existing positions which already require work outside of the Elgin County catchment area or positions within a program that provide services across the Ontario Health West Region.


Signed at London, Ontario this 27 day of July 2022 | 3:11 PM EDT, 2022.

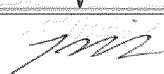
For the Ontario Public Service Employees Union

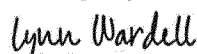
For Canadian Mental Health Association, Elgin Branch


DocuSigned by:


 DocuSigned by:


 DocuSigned by:




DocuSigned by:


 DocuSigned by:


Letter of Understanding #1

Between:

Ontario Public Service Employees Union
and its Local 133

- and -

Canadian Mental Health Association,
Elgin Branch

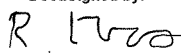
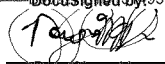
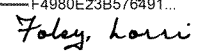
Re: Administration – Office Manager Position

The parties agree that the Administration – Office Manager position is excluded from the bargaining unit.

Signed at London, Ontario this _____ day of 27 July 2022 | 3:11 PM EDT 2022.

**For the Ontario Public Service
Employees Union**

**For Canadian Mental Health
Association, Elgin Branch**

DocuSigned by:

 DocuSigned by:

 DocuSigned by:
 F4980E23B576491...

 85ED007A2E8143D...

Letter of Understanding #2

Between:

Ontario Public Service Employees Union
and its Local 133

- and -

Canadian Mental Health Association,
Elgin Branch

Re: Crisis Program Part-Time, Casual and Call In Scheduling Procedures

Scheduling for Crisis Team coverage shall be governed by the following principles:

1. Part Time and Casual employees shall submit availability when requested – usually approx. eight weeks in advance of the month being scheduled. Availability must be submitted within two weeks of the request, this date will be stated clearly in the request for availability. If availability is not provided by this date, the employee will not be considered for scheduled shifts. The employee may pick up any vacant shifts that are available once the schedule has been completed and distributed on a first come, first served basis.
2. Shifts will be filled according to the following criteria:
 - (a) Individual availability provided by each employee
 - (b) Equitable distribution
 - (c) Full shifts will be assigned before partial shifts
 - (d) Program needs – when availability is provided for any shift on a particular day, the shift will be assigned based on program need, not on preference for a particular shift
 - (e) ESA requirements
 - (f) When all other requirements have been met and more than one employee is available for the same shift, the shift shall be assigned as below.

The schedule shall be created based on the following process:

- (a) Availability is requested and collected, via email, from all Part Time and Casual Staff.
- (b) Part Time staff shall be scheduled first, according to availability, up to contracted hours, seniority and program needs.
- (c) Casual staff will then be scheduled based on the minimum contractual requirements as set out in the CBA, their availability for shifts and seniority. The Team Leader or designee shall begin by placing the name

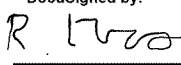

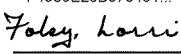
of the individual with the highest seniority in three (3) shifts matching their availability, and then continues with the second in seniority, and so on.

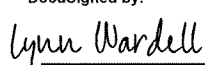

- (d) Remaining shifts where there is still availability of Part Time and/or Casual Staff will be split equitably on a rotating basis based on seniority.
 - (e) The Team Leader or designee takes into consideration how many shifts for the week/month each employee has requested and then works to balance this with program needs so that as many shifts as possible are filled.
3. After Part time employees have been scheduled, Casual employees shall be scheduled, followed by Full time employees augmenting the relief pool.
 4. Statutory Holidays will be scheduled by seniority on a rotating basis with priority given those staff who provide regular availability throughout the month. Rotation for seniority will be based on who worked the previous Statutory Holidays, as this will ensure that all Casual employees have an opportunity to be scheduled for these shifts. A declined shift is counted as an accepted shift for the purposes of the rotation, but not for purposes of meeting the shift minimums.
 5. Any shifts remaining or posted after this process has been completed will be filled on a first come, first serve basis.
 6. For Call In shifts, available shifts will be offered to all employees available to be scheduled for Crisis Shifts via email or text message. These shifts shall be scheduled on a first come, first serve basis.
 7. Full time employees augmenting the casual pool shall not accept shifts that would result in them receiving overtime without prior notification to the employer.

Signed at London, Ontario this _____ day of 27 July 2022 | 3:11 PM EDT 2022.

For the Ontario Public Service Employees Union

For Canadian Mental Health Association, Elgin Branch

DocuSigned by:

 B000516151495...

 DocuSigned by:
 1235376491...

 85ED007A2E8143D...

DocuSigned by:

 5325815142C...

 43F78A669533434...

Letter of Understanding #3

Between:

Ontario Public Service Employees Union
and its Local 133

- and -

Canadian Mental Health Association,
Elgin Branch

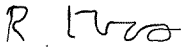
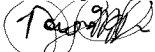
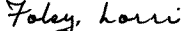
Re: Part Time & Casual Remuneration

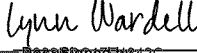

The Union and the Employer agree that the Employer shall continue to pay Part Time and Casual employees at an equal rate of pay as Full Time Permanent Employees, as originally outlined in Bill 148. This shall continue past January 1st 2019, the date Bill 47 comes into effect, and shall stand until the completion of bargaining for the next Collective Agreement.

Signed at London, Ontario this _____ day of 27 July 2022 | 3:11 PM EDT 2022.

**For the Ontario Public Service
Employees Union**

**For Canadian Mental Health
Association, Elgin Branch**

DocuSigned by:

 B9692FE1D151495
 DocuSigned by:

 P98809238578491...
 DocuSigned by:

 85ED007A2E8143D...

DocuSigned by:

 DocuSigned by:

 43F78A669533434...

Schedule "A" - Wages

- One-time payment of \$500 for all current FT employees; Pro-rated amount for PT/casual based on % of hours worked.
- 1% wage improvement for April 1, 2020 to March 31, 2021 to satisfy Bill 124.
- General wage increase (on existing full grid) April 1, 2021 to March 31, 2022, 1%

CMHA, ELGIN BRANCH - OPSEU LOCAL 133
Schedule A - Wages

RATES							
BARGAINING UNIT CLASSIFICATION	Annualized (\$)	Hourly (\$)	POSITION	1% ^ 2020	1% ^ 2021	New Hourly (\$)	Annualized (\$)
Intensive Case Manager	53,270.31	29.27	Transitional Case Manager	29.56	29.86	29.86	54,341.04
Forensic Case Manager	53,270.31	29.27	Transitional Case Manager	29.56	29.86	29.86	54,341.04
Justice Services Case Manager	53,270.31	29.27	Transitional Case Manager	29.56	29.86	29.86	54,341.04
Post-Court Transitional Case Manager	53,270.31	29.27	Transitional Case Manager	29.56	29.86	29.86	54,341.04
Housing Case Manager	53,270.31	29.27	Transitional Case Manager	29.56	29.86	29.86	54,341.04
PEPP Case Manager	53,270.31	29.27	Clinician	29.56	29.86	29.86	54,341.04
Crisis Outreach Worker	53,270.31	29.27	Counsellor	29.56	29.86	29.86	54,341.04
Mental Health Response Worker	53,270.31	29.27	Transitional Case Manager	29.56	29.86	29.86	54,341.04
Quality & Accountability Lead	53,270.31	29.27	<i>(no position decided on)</i>	29.56	29.86	29.86	54,341.04
Mental Health Worker	49,675.81	27.29	Addiction & Mental Health Worker	27.57	27.84	27.84	50,674.29
Housing Mental Health Worker	49,675.81	27.29	Addiction & Mental Health Worker	27.57	27.84	27.84	50,674.29
Housing-focused Street Outreach	49,675.81	27.29	Addiction & Mental Health Worker	27.57	27.84	27.84	50,674.29
Peer Support Worker	49,675.81	27.29	Addiction & Mental Health Worker	27.57	27.84	27.84	50,674.29
Maintenance Worker	41,207.53	22.84	Maintenance Personnel	22.87	23.10	23.10	42,035.80
Program Assistant	41,207.53	22.84	Administrative Assistant	22.87	23.10	23.10	42,035.80
Administration 3	46,209.80	25.39	Administration Assistant 3	25.64	25.90	25.90	47,138.62
Receptionist	38,729.60	21.28	Administrative Assistant	21.49	21.71	21.71	39,508.06

SHIFT DIFFERENTIALS ¹					
Description	Annualized (\$)	Hourly (\$)	1% ^ 2020	1% ^ 2021	New Hourly (\$)
Team Lead / Anchor	2,101.74	1.15	1.17	1.18	1.18
Professional Registration ²	2,101.74	1.15	1.17	1.18	1.18
MSW or Relevant Masters	2,101.74	1.15	1.17	1.18	1.18
Counsellor	1,050.87	0.58	0.58	0.59	0.59

¹Shift differentials are not mutually exclusive and can be added to each other.

²Eligible Colleges or other membership organizations: OCSWSSW, COTU, CNO, CRPO, CPO, TRO