

Collective Agreement

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

and

**Canadian Mental Health Association
Oxford County Branch**

DURATION: April 1, 2021– March 31, 2022



Sector 18
1-133-10214-20220331-18

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ARTICLE 1 – PURPOSE OF AGREEMENT

The Canadian Mental Health Association-Oxford County 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:
1. To promote and maintain harmonious relations between the Employer and the members of the union.
 2. To improve relations between the Employer and the Union and provide fair and consistent treatment for all employees in the Bargaining Unit.
 3. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, wages, benefits, employment etc.
 4. To provide working conditions that result in effective achievement of program objectives, staff development and growth.
 5. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
 6. To promote a safe, honest, respectful and a pleasant working environment in the best interest of each other's mental health and development as well as the clients we support.
 7. To co-operate and harmoniously work together in promoting the best interests in the operation of the Canadian Mental Health Association – Oxford County 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 Canadian Mental Health Association- Oxford County Branch in the County of Oxford, save and except Directors, persons above the rank of Director, and executive assistants to Directors.

Volunteers

Both the Employer and the Union recognize that volunteers are vital to the achievement of the Mission, Vision and Values of the organization.

Volunteers shall only perform assistive functions to existing and established bargaining unit work and shall not be paid positions. The Employer agrees that no Employee shall be replaced with Volunteer worker(s).

- 2.02 Employees not covered by the terms of this Agreement shall not perform duties normally assigned to those employees who are covered by this Agreement, except when a Director is needed for the purposes of

instruction, emergencies, and/or to assist in client matters when bargaining unit employees require additional support.

- 2.03 The Employer will supply the OPSEU Staff Representative and the Lead Union Steward with a list of supervisory personnel. This list will be updated when changes occur.
- 2.04 (a) The words “full-time employee” whenever mentioned in this Agreement shall refer to an Employee regularly assigned to work thirty-five (35) or an average of forty (40) hours per week over the scheduled period.
- (b) The words “part-time employee” whenever mentioned in this Agreement shall refer to an Employee regularly assigned to work an average of less than thirty-five (35) hours or forty (40) hours per week over the period scheduled by the Employer and classified as a “part-time employee”.
- 2.05 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”. If a casual employee does not perform any work for the Employer for a period of eight (8) consecutive weeks, such casual employee’s employment will be deemed terminated at the end of the eight (8) weeks and the employee shall have no further rights under this Collective Agreement. This shall take effect January 1, 2020. There shall be no more than six (6) casual employees in the employ of the Employer at any time for the Crisis and Outreach Program. All casual employees impacted by this change shall be given notice by the Employer of the change to the terms of employment effective upon date of contract ratification.
- 2.06 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.
- 2.07 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.
- 2.08 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 35 hours per week and 2080 hours of work per year for positions regularly scheduled to work an average of 40 hours per week.

- 2.09 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.
- 2.10 (a) The words "Regulated Health Professional" whenever mentioned in this agreement shall refer to an Employee who is registered or licensed with the professional regulatory college that governs his or her professional practice (Reg. OT, RN, RPN, RSW).
- (b) The following Classifications require "Regulated Health Care Professionals" (Reg. OT, RN, RPN, RSW) to perform the work required: Community support worker/Case Management Clinician, Crisis Response/Community Support Worker (Crisis and Outreach)/Crisis and Outreach Clinician, Clinical Team Leader, except those named in Letter of Understanding #2.
- (c) As per the Regulated Health Professions Act section 27 (1) No person shall perform a controlled act in the course of providing health care services to an individual unless, a) the person is a member authorized by a health profession act to perform the controlled act; or b) the performance of the controlled act has been delegated to the person by a member described in clause a).
- 2.11 Wherever "business days" are referenced in the Collective Agreement, Saturdays, Sundays and Statutory Holidays shall not be included as business days.
- 2.12 **Secondment**
A secondment is an opportunity for an employee who is 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 the Union. A seconded Employee's wages shall be no less than their most recent rate of pay at the time of going on secondment (unless there is mutual agreement to a lesser pay rate) and they shall remain an active Employee of CMHA Oxford County Branch and shall be covered by all of the terms and conditions of the Collective Agreement. An Employee who accepts a secondment shall return to his or her former position and location at CMHA Oxford at the conclusion of the secondment.

ARTICLE 3 - STRIKES 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 parties hereto mutually agree that any employee of the Employer covered by this Agreement may become a member of the Union if she wishes to do so and may refrain from becoming a member if she so desires.
- 4.02 The Employer will supply the Lead Unit Steward or alternate with the names of any new employees. Within thirty (30 business days of starting employment, the new employee(s) will attend a Union orientation with the Lead Union Steward or designated alternate of up to fifteen (15) minutes during regular working hours on site without loss of earnings for the purpose of acquainting the new employee 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 designated Union Steward or appointed alternate, and new employee(s). The meeting may be conducted on an individual or collective basis.
- 4.03 The Employer will supply the Union annually or upon any changes, all bargaining unit employees’ names, classifications and current contact information.
- 4.04 The Employer agrees to notify the Lead Union Steward by e-mail of all discipline, hiring, layoffs, recalls, suspensions and terminations of employment of bargaining unit employees.
- 4.05 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, 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.
- 4.06 The Employer shall commence deduction of Union dues effective the date of ratification of this Collective Agreement.

- 4.07 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.
- 4.08 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.
- 4.09 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. 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 of changes and shall provide to each employee an up to date copy of any amended rules, regulations or policies which the Employer intends to rely upon, prior to implementing any changes.
 - (b) Select, hire and direct the employees; to transfer, assign, promote, schedule and classify, layoff or recall employees; to plan, direct and *manage* its operations.
 - (c) Determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the work to be done; the services to be rendered, the standards of performance; whether to perform or contract for services; the scheduling of work; to determine the hours of work; to pick the number of shifts; to subcontract or transfer work or services; to determine the size or composition of the workforce; the direction of the employees; to establish, change or abolish job classification; to

shut down permanently or by day or week or for any other periods; to determine methods of pay and/or methods, process and means of performing work or providing services; standards of efficiency and quality of work; job content and requirements; the use of improved or changed methods of delivering services; the number of employees needed by the Employer at any time and how many shall work in any job; and generally the right to manage the enterprise and its business are solely and exclusively the right of the Employer.

- 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 between the Employer and any member of the bargaining unit, which may conflict with the terms of this Collective Agreement and/or impact the work of the bargaining unit. The OPSEU Staff Representative and Lead Unit Steward shall be notified and have discussion about any proposed changes impacting the work of the bargaining unit, prior to implementation of such changes.
- 5.04 The Employer agrees not to contract out any work normally performed by members of the bargaining unit, if, as a direct result of such contracting out, a layoff of any employee(s) covered by this Agreement occurs.

ARTICLE 6 - UNION REPRESENTATION

- 6.01 The Employer agrees to recognize six (6) Unit Stewards elected or selected from bargaining unit members. Each such Union Steward shall have at least one (1) year of seniority with the Employer and shall be regular full-time employees of the Employer during their time of office.
- 6.02 The privileges of the Unit Steward and grievor to leave their work to attend to business related to the administration of complaints or grievances under this Agreement are granted on the following conditions;
- (a) There will be no loss of regular earnings while absent from their work;
 - (b) Such business must be between the Union and Employer;
 - (c) The time shall be devoted to prompt handling of necessary business;
 - (d) The Unit Steward and grievor shall obtain the permission of the Director concerned before leaving his/her work;
 - (e) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.
 - (f) Meetings involving grievances shall be at times and places agreed to between the Union and the Employer.

- 6.03 The Union and employees may engage in any union activities during working hours or hold meetings on the premises of the Employer with the express permission of the Employer, and as may be provided in Article 6 hereof, unless it occurs during a break or lunch period where such express permission for Union communications shall not be required.
- 6.04 When the potential for discipline exists and when discipline is imposed, an employee is entitled to be represented by a Unit Steward of their choice. Such meetings shall be convened within three (3) business days of notification to the Lead Unit Steward and/or OPSEU Staff representative. Timelines for the meeting may be extended only by written agreement between the Union and Employer.
- 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 have at least one (1) year's seniority with the Employer and shall be regular employees 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.
- 6.06 The privileges of members of the Union Negotiating Committee to leave their work to attend at negotiations with the Employer are granted on the following conditions:
- (a) The Employer agrees to recognize a negotiating committee comprised of three (3) members to be elected or appointed from the bargaining unit. The Lead Unit Steward shall automatically serve as a member of the Union Negotiating Committee.
 - (b) The Employer will pay the cost of the Negotiating Committee members to attend negotiations for the renewal of this Collective Agreement.
 - (c) Such business must be related to the negotiations between the Union and Employer.
 - (d) The Employer, subject to its operational needs, shall also release the Negotiating Committee members from their duties for preparation time with the Union for negotiations with the Employer. The Employer shall maintain salary and benefits for such preparation time and will

bill the Union monthly for 100% reimbursement by the Union for the wages and benefits paid to such members for such time. The Union will remit payment within 30 days of receiving the invoice from the Employer.

- 6.07 Employees shall have the right to the assistance of an OPSEU Staff Representative whenever required for the purpose of assisting with complaints, grievances, investigations, labour/ management meetings, health and safety committee meetings, at no cost to the Employer. The Union agrees that the exercise of this right shall not interfere with the Employer's operation.
- 6.08 The duty of the Unit Stewards shall be to represent employee(s) and to process grievances or complaints as outlined in the grievance procedure of this Agreement.
- 6.09 The Union shall provide the Employer with the names of its Bargaining unit representatives on committees, Unit Stewards to be recognized by the Employer and the Local Unions assigned OPSEU staff representative and any subsequent changes. The Employer will provide the Union 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.
- 6.10 **Labour Management Relations Committee (LMRC):**
It is agreed by the Union and the Employer that there shall be a Labour Management Relations Committee for the purpose of discussing matters related to the administration of this Collective Agreement. The Committee shall not have the power to alter, amend or modify the specific terms of the Agreement. Both parties agree to have free and open discussion about ongoing operational and administrative change and development as it relates to all employees.
- 6.11 It is agreed that membership shall consist of three (3) representatives of the Union and three (3) representatives of the Employer. The Lead Unit Steward shall automatically serve as a Co-Chair to the Labour-Management Relations Committee.
- 6.12 The Labour-Management Relations Committee shall meet at the request of either party to discuss matters of concern at a mutually agreed time and place, a minimum of four (4) times per year. Each party shall notify the other party of the proposed agenda items Three (3) days in advance of the meeting.
- 6.13 An Employer representative and a Union representative shall act as Co-Chairs. Minutes of each meeting shall be prepared by the Co-Chairs and

a copy shall be forwarded to all members of the committee for review and approval within two (2) weeks following the meeting.

- 6.14 If not finalized at the next meeting, the parties may distribute minutes to their principles reflecting agreed-to items and listing items still outstanding.
- 6.15 Union Committee members will not suffer any loss of wages, benefits or credits for time spent at these meetings.

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 Director/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 shall have a Unit Steward of their choice present with them when meeting with the Director to attempt to adjust their complaint at any stage of the grievance process including the complaint's stage, unless the employee declines union support in writing.
- 7.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss her complaint with her Director. Such a complaint shall be brought to the attention of the Director within seven (7) 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 Director shall provide her written decision within seven (7) business days of receiving the complaint.

Step One

Should the employee be dissatisfied with the Director's disposition of the complaint she may, with the assistance of a Unit Steward, refer such matter, on a written grievance form supplied by the Union, to her Director. The written complaint shall constitute a formal grievance at Step One and shall be filed within three (3) 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 Director shall answer the grievance in writing within three (3) business days.

Step Two

Should the response of the Director at Step One be unsatisfactory, the grievance may be referred to the Executive Director. The grievance must be filed with the Executive Director within five (5) business days of the receipt of the Director's reply at Step One. The Executive Director shall meet within ten (10) business days, or a time mutually agreed upon, to discuss the grievance. If the grievance is not settled at the meeting, it may be referred to Arbitration under Article 8 herein, within *twenty (20)* calendar days of the meeting.

Where the Immediate Director is also the Executive Director, the grievance shall be filed at Step 2 with an alternate Director.

- 7.03 The Union or the Employer may initiate a policy grievance beginning at Step Two of the grievance procedure. Such grievance shall be filed within seven (7) business days of the incident 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 7.03 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.
- 7.04 Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may file a group grievance at Step One (1) signed by each employee who is grieving and the Lead Unit Steward or designate to the Director, within five (5) business days of the incident giving rise to the complaint. The grievance shall then be treated in the manner as set out for an individual grievance.
- 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 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. Time limits may be extended by mutual agreement of the parties.

- 7.07 The discipline, discharge, or lay-off 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*.
- 7.08 In order to facilitate an orderly and confidential investigation of grievances, the Employer will endeavour to make available the temporary use of an office.

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 fourteen (14) 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 Both parties to this Agreement agree that an opportunity to have a Mediation date between the parties may resolve the matter and avoid further costs incurred to the Employer and the Union. The parties agree to share in the costs 50/50 for a mutually agreed upon date, room and mediator to attempt to settle and resolve the matter before the Arbitration date occurs. Any and all information shared during a Mediation process shall not be submitted or relied upon as evidence in the Arbitration proceeding.
- 8.05 Where the parties are unable to agree to an Arbitrator either party may apply to the Minister of Labour to appoint an Arbitrator.
- 8.06 Nothing in this Agreement shall preclude the Union and the Employee from agreeing to substitute an Arbitration Board for the Sole Arbitrator.
- 8.07 No person who has assisted in the negotiation of this Collective Agreement, or any renewal thereof, may be appointed to such Board of Arbitration.
- 8.08 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.

- 8.09 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.
- 8.10 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.
- 8.11 The Arbitration/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.
- 8.12 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 fourteen (14) 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 30 days of receiving the invoice from the Employer.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

- 9.01
- (a) The Employer may opt to arrange a meeting with an Employee prior to imposing discipline to provide a "Letter of Professional Consultation" and meet with the Employee concerned to discuss the professional issues. The Professional Consultation meeting shall be scheduled to allow for Union representation and notice for the meeting shall be provided to the Employee concerned and the Lead Unit Steward. A Letter of Professional consultation shall not be considered discipline, but rather an option to discuss issues before they may become a matter involving discipline.
 - (b) When the Employer imposes discipline on an employee, the Employer agrees to provide notice of discipline to the employee

concerned and to the Lead Unit Steward, or the OPSEU Staff Representative. The disciplinary meeting shall be scheduled to allow for union representation at such meeting, within three (3) business days, or as mutually agreed in writing between the parties.

- 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 An employee who is discharged or suspended may file a grievance at Step Two of the grievance procedure within seven (7) business days of such discharge or suspension.
- 9.04 An employee, upon written request to her Director, may, in the presence of a Director and accompanied by a Unit steward, review the contents of her personnel file at a mutually agreeable time.
- 9.05 Any letter of reprimand or suspension will be removed from the record of an employee twelve (12) months following the receipt of such letter or suspension provided that the employee's record has been discipline free for such twelve (12) month period.
- 9.06 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.
- 9.07 An employee shall be given an opportunity to provide written comments on the performance appraisal form.
- 9.08 In cases involving disciplinary matters, the Unit Steward shall be permitted access to the employee's information as noted in Article 9.04 above, provided written consent has been given by the Employee concerned.
- 9.09 (a) The Employer shall provide an employee with written reasons for any disciplinary action.
- (b) The Employer shall provide the Union with a copy of any written complaint(s) and disclosures that are the subject of the discipline being grieved, before the Step 2 meeting of the Grievance Procedure.

- 9.10 When discipline is imposed, the Employee shall have the option to provide their written response to such discipline which shall be attached to the disciplinary letter in the Employees personnel file.

ARTICLE 10 – SENIORITY/LAY OFF

- 10.01 (a) Newly hired employees shall be on probation for a period of 455 hours of work from the date of hire for positions regularly scheduled to work 35 hours per week and 520 hours of work from the date of hire for positions regularly scheduled to work an average of 40 hours per week (exclusive of sick time, personal days or leaves of absences) within a continuous period of twelve (12) months. 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.
- (b) Probationary employees shall be provided with feedback during the course of their probationary period. A written performance appraisal shall be conducted during the probationary period. Any such evaluation shall describe the progress being made on the job and the supervisor's expectations regarding any improvements required, including timelines to achieve the supervisor's expectations.
- (c) If the Employer deems it necessary to extend the probationary period due to performance issues, the Employer shall notify the Lead Unit Steward and shall extend the probation period up to a maximum of 910 hours of work from the date of hire for positions regularly scheduled to work 35 hours/week and 1040 hours of work from the date of hire for those scheduled to work an average of 40 hours/week.
- (d) The Employer shall call a meeting with the probationary Employee and advise of the issues giving rise to the need to extend probation and a Union Steward of the Employee's choosing shall be present at the meeting.
- 10.02 (a) "Seniority" shall mean length of continuous service in the bargaining unit from the last date of hire in the employ of the employer and shall be on a bargaining unit-wide basis. Seniority shall be expressed in terms of years and/or fractions thereof.

- (b) Full-time employees shall accumulate seniority on the basis of years, months and days of employment from last date of hire in the bargaining unit.
- (c) Part-time and casual employees shall accumulate seniority on the basis of hours worked.
- (d) 1820 hours of work per year for positions regularly scheduled to work 35 hours per week and 2080 hours of work per year for positions regularly scheduled to work an average of 40 hours per week is equal to one (1) year of service.
- (e) No employee shall earn more than one (1) years seniority in a twelve (12) month period regardless of the number of hours actually worked.

10.03

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 10.01 above;
- (b) when on leave of absence with pay;
- (c) for a period of twenty-four (24) months 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 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*;
- (f) when taking vacation days, sick time, personal days, statutory holidays, bereavement leaves, jury duty service days;
- (g) when on Union leave.

- 10.04 In the event of a layoff, Employees shall be laid off in the reverse order of seniority provided that the Employees who are entitled to remain on the basis of seniority are qualified to perform the available work. The least senior employee will be laid off and the employee with the greatest Seniority will be recalled from lay-off. For the purposes of this article, a lay-off means a lay-off for more than five (5) scheduled shifts.
- 10.05 Where an employee moves from full-time status to part-time, casual or 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.
- 10.06 (a) The Employer shall maintain and post on all union bulletin boards a seniority list for all full-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 terms of a date.
- (b) The Employer shall maintain and post on all union bulletin boards a seniority list for all part-time, 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 10.05.
- 10.07 Where two or more employees commence work on the same day, seniority shall be calculated in accordance with the employee's last name at the time of hire.
- 10.08 Seniority lists shall be reconciled every six (6) months and a copy of each list shall be emailed to the Union and all bargaining unit members 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.
- 10.09 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.

- 10.10 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) fails to report to work at the expiration of a leave of absence unless a reason satisfactory to the Employer is given;
 - (h) is laid off for a period in excess of twenty-four (24) months.
- 10.11 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.
- 10.12
- (a) Employees shall provide proof of registration or license with the relevant professional regulatory college when requested on an annual basis.
 - (b) CMHA Oxford insurance covers employees for liability insurance as long as it's in the line of regular work duties. The Employer will provide proof of insurance annually to OPSEU.

- (c) The Employer carries liability insurance for the Organization. In the event that there are issue(s) regarding liability involving an Employee of CMHA Oxford, the Employer's liability insurance will cover the impacted Employee along with the Employee's independent malpractice insurance.
Note: The employer cannot guarantee insurance coverage.
 - (d) The Employer shall reimburse permanent employees registered with a professional college and/or professional association for annual fees up to one hundred and fifty dollars (\$150.00). Employees shall submit their receipt for reimbursement with the monthly expense form.
- 10.13
- (a) Employees promoted, assigned, transferred, or appointed to Director or 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. This article shall only be applied to a member once for up to 12 months out of a 24 month period.
 - (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.
- 10.14 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.
- 10.15 The Employer agrees to pay its premium cost share for employee benefit plans for full-time employees laid off for a period of six (6) months from date of layoff.
- 10.16
- (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 provide the Union with a minimum of two (2) months written notice of the proposed layoff. Where the Employer receives greater than two (2) months' notice from the LHIN, the Employer shall provide the equivalent written notice to the Union. The Employer shall provide the affected employee(s), if any, with written notice of layoff within two (2) weeks after the Union has been notified, or pay in lieu of notice.
 - (b) A LMRC meeting shall be scheduled to review reasons for layoff, services the employer will undertake after the layoff, alternatives to layoff, the method of implementation and what assistance the Employer can give employees seeking new employment. The Employer will provide a current seniority list at the LMRC meeting.

- (c) Prior to commencing layoffs, the Employer shall release all casual, part-time, probationary, and contract employees.
- 10.17 A copy of any notice of layoff to an employee will be provided to the Union at the same time.
- 10.18 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 the Senior employee is qualified to perform the available work.
- 10.19
- (a) It is recognized by the employer that there is no difference in support worker positions and therefore an employee with seniority who is advised by the Employer that they are to be laid off shall have the right to bump a junior full-time employee provided the bumping Employee is qualified to perform the available work of the junior Employee.
 - (b) No new employee shall be hired until those laid off and placed on the recall list have had the opportunity to be recalled and provided such employees are qualified to perform the available work.
- 10.20 If allowed by the Insurance carrier, the employee may continue to pay the full premium cost of a benefit or benefits up to a further twelve (12) months. Such payment can be made through the Performance & Accounting Department, provided that the employee informs the Employer of his/her intent to do so at the time of the layoff, and arranges the appropriate pre-payment of the benefits premium costs with the Employer.
- 10.21
- (a) Severance shall be paid to the laid off employee(s) in accordance with the *Employment Standards Act*, provided the employee waives recall rights under the Collective Agreement.
 - (b) An employee may elect, at any time during the recall period, to terminate his/her employment and to receive severance pay, in which event the employee's name shall be removed from the recall list and the Employer shall have no further obligation with respect to such employee.
- 10.22 Employees on layoff shall be given preference for temporary work for which they have the qualifications to perform the available work.
- 10.23 Employees shall be recalled in order of their seniority provided the employee recalled has the qualifications to perform the available work. A

full-time employee who exercised their bumping rights to a part-time position shall be entitled to be recalled to a full-time position.

10.24 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.

10.25 (a) **Voluntary Layoff**

It is understood between the parties that voluntary layoff is a means for the organization to maintain financial health. An employee may opt for a period of voluntary layoff up to a maximum period of 60 days or 1-2 days/week of recurring unpaid leave time. Upon entering a mutual agreement between Employee, Employer and Union, the Employee will receive a letter outlining the approval of the Voluntary Layoff which shall contain the start and end of the dates that will be unpaid, and/or the total days/hours per week/month to be taken without any payment from CMHA Oxford. The letter shall also contain, that upon return to work that the Employee will be reinstated to their former work position and location. Effect on Benefits: Group benefits will continue during the leave (health, dental, life, Health spending etc), The Employee has the option to continue LTD benefits while on leave at the expense of the Employee. Dependent Life premium must be paid by the Employee prior to beginning the leave. Vacation, Sick and Personal time will continue to accrue during a voluntary layoff. Statutory Holidays that fall within the leave period will be paid according to the Employment Standards Act. Seniority shall continue to accrue during a voluntary layoff. The Employee on Voluntary Layoff may opt to continue with HOOPP contributions at his/her own expense, and the Employer shall continue with the Employer's required contributions to HOOPP if the Employee opts to make HOOPP contributions while on Voluntary layoff.

(b) **Unpaid Leave**

An employee may opt to take unpaid leave days as mutually agreed between the Employer, Employee and Union. The Employee will receive a letter outlining the approval of the Unpaid Leave which shall contain the start and end of the dates that will be unpaid, and/or the total days/hours per week/month to be taken without any payment from CMHA Oxford. The letter shall also contain, that upon return to work that the Employee will be reinstated to their former work position and location. Effect on Benefits: Group benefits will continue during the leave (health, dental, life, Health spending etc), The Employee has the option to continue LTD benefits while on leave at the expense of the

Employee. Dependent Life premium must be paid by the Employee prior to beginning the leave. Vacation, Sick and Personal time will continue to accrue during an unpaid leave. Statutory Holidays that fall within the leave period will be paid according to the Employment Standards Act. Seniority shall continue to accrue during an unpaid leave. The Employee taking unpaid leave may opt to continue with HOOPP contributions at his/her own expense, and the Employer shall continue with the Employer's required contributions to HOOPP if the Employee opts to make HOOPP contributions while on an unpaid leave.

10.26

Voluntary Early Retirement Incentive Program

If the Employer chooses to offer Voluntary Early Retirement, an Employee may provide the Employer with irrevocable notice of retirement to commence March 31 of the fiscal year ending, or May 31 of the next fiscal year as long as notice to the Employer has been given in writing before January 8th of the current fiscal year. Benefits and payments for Voluntary Early Retirement are as follows:

- (a) With notice of retirement for March 31 of the fiscal year ending:
 - i) Six (6) months of salary (continuous, paid bi-weekly)
 - ii) Continuation of CBA Extended Health and Dental Benefits for a period of twelve (12) months, excluding the Health Spending Account (residual will be paid out to the Employee). Life not included, LTD not included, Travel not included, EAP not included, HOOPP is included.
 - iii) Bridging benefits (coverage to age 65), paid for by the Employee without proof of insurability
 - iv) Payout Bi-weekly of up to 70 (Seventy) hours vacation rolled over from the fiscal year ending, with payments beginning in April of the new fiscal year.
 - v) In the event that more Employees give notice than can be reasonably granted early retirement, then seniority will be used to confirm.

-or-

- b) With notice of retirement for May 31 of the next fiscal year:
 - i) Four (4) months of salary (continued, payout bi-weekly)
 - ii) Continuation of CBA Extended Health and Dental Benefits for a period of twelve (12) months, excluding the Health Spending Account (residual will be paid out to the Employee). Life not included, LTD not included, Travel not included, EAP not included, HOOPP is included.
 - iii) Bridging benefits (coverage to age 65), paid for by the Employee without proof of insurability

- iv) Payout Bi-weekly of up to 70 (Seventy) hours vacation rolled over from the fiscal year ending, with payments beginning in April of the new fiscal year.
- v) In the event that more Employees give notice than can be reasonably granted early retirement, then seniority will be used to confirm.

ARTICLE 11 - JOB POSTING; PROMOTION PROCEEDINGS

- 11.01 (a) When a new classification is created or when a permanent vacancy occurs within the bargaining unit, the Employer will, if it decides to fill the vacancy, post a notice of vacancy for internal bargaining unit members application only. The posting shall be made for a period of seven (7) days at all work locations and emailed to all staff. Such postings are for the purpose of permitting any member of the bargaining unit to make application.
- (b) The job posting shall contain the following information:
- i) the job title and description of the job, job classification;
 - ii) the skills, ability and qualifications required;
 - iii) the weekly 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) worksite office location (this is not to be construed as a guarantee of office worksite location);
 - vi) County Catchment area of work.
- 11.02 (a) When filling any posted vacancy under this Article, the Employer will consider the skills, ability, experience and qualifications of the individual to perform the normal required work and where these are relatively-equal (within 10% of total scores of each other per the attached Internal Interview Rubric in Appendix A), seniority shall govern. Seniority is calculated from date of hire to date of the job posting closure for internal job competitions. Immediately following selection, successful candidate(s) shall be informed in writing of his/her appointment to the new position and those who were not the successful candidate(s) shall be notified in writing.
- (b) If the job is not filled as a result of the internal posting, the Employer reserves the right to hire from external applicants. No applicants from outside the bargaining unit will be considered unless the posting and selection process is completed internally first, and no bargaining unit applicant was selected.

- 11.03 The successful applicant shall be placed on a sixty (60) working day familiarization period upon commencing work in the posted position. If, within sixty (60) working days, the successful applicant requests a return to her former position or proves unsatisfactory and is returned to her former position, the vacancy will be reposted. Any other employee(s) promoted or transferred because of the rearrangement of positions shall also be returned to their former position.
- 11.04 Any employee who has successfully bid under this Article need not be considered for another posted job before six (6) months from the date of a successful bid, except by mutual agreement.
- 11.05 (a) Any job which is vacant for less than six (6) months because of vacation, leave of absence, temporary transfers, temporary promotion and temporary vacancy shall not be deemed to be vacant for the purposes of this Article .
- (b) Whenever the employer determines that a vacancy shall not be filled, the employer will inform the Lead Unit Steward or designate of its decision within five (5) working days of the decision.
- 11.06 Copies of all job postings shall be submitted to the Lead Unit Steward or designate prior to the posting. The Employer will provide twenty-four (24) hours' notice to the Union prior to posting a job vacancy.
- 11.07 **Internal Organizational Changes**
- (a) The Employer agrees to notify the Union in advance and will provide at least two (2) weeks' notice of any significant operational changes that the Employer 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.

Organizational Changes linked to Merger/Integration/Amalgamation/Collaboration

- (b) The Employer agrees to notify the Union in advance and will provide at least sixty (60) days notice (unless the Employer can provide a funder/MOHLTC document that verifies they received less than 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.

- (c) 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.
- 11.08 (a) The Employer has the exclusive right to temporarily transfer employees within various job classifications and the right to direct the work function of all employees. Temporary transfers shall be transfers sixty (60) days or less.
- (b) 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 on sick leave, LTD, or as a result of an injury under the *Workplace Safety and Insurance Act*.
- 11.09 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.
- 11.10 If the rate of pay for the job to which an employee is temporarily transferred is a higher rated category she shall be paid not less than the start rate for that category. If the start rate in the higher category is less than the employee's own rate, the employee shall be paid the rate in the higher category, that is, next above her own rate.
- 11.11 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer; the Employer shall determine the rate of pay of such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with the rate for other classifications in the bargaining unit, having regard to the requirements of such classification, and shall be effective the date of the Arbitrator's award.
- 11.12 If an employee successfully bids for and is transferred to a position which has a higher wage rate grid than her current wage grid, the employee shall

receive the rate of pay on the higher wage grid in the new position that provides her with an increase in pay. The date of transfer shall be established as the new classification date and thereafter the employee shall progress through the wage grid based on her length of service (FTE equivalent) in that classification.

11.13 **Contract and Part-Time Positions**

- (a) If it is determined that a contract position is to become permanent it shall be posted and filled as per this article.
- (b) Contract employees in the bargaining unit shall be covered by the terms and conditions of this agreement save and except for statutory holiday provisions; health and welfare benefits; LTD; all of which will be granted according to the Employment Standards Act, 2000. Such employees shall have no right to grieve discharge upon the expiry of their contract. In the event that a contract employee becomes a full-time bargaining unit employee, such employee will be credited with seniority for their time worked and placed in the pay grid accordingly.

11.14 **Casual Positions**

Casual employees in the bargaining unit shall be covered by the terms and conditions of this agreement save and except vacation entitlement; statutory holiday provisions; health and welfare benefits; LTD; pension plan and sick leave, all of which will be granted according to the *Employment Standards Act, 2000*.

ARTICLE 12 – JOB SHARING

12.01 Two (2) employees may share a full-time position provided the following conditions are met:

- (a) Job Sharing shall be initiated by the incumbent of a full-time position who wishes to enter into such an arrangement and shall require approval of his/her Director.
- (b) Prior to posting the partnership vacancy, the Union shall be notified regarding the proposed job-sharing arrangement.
- (c) If approved, the partnership vacancy shall be posted and selection shall be based on the criteria set out in the Collective Agreement in Article 11. The Employer shall also post and fill the resultant full-time vacancy created after a new job-sharing arrangement is created as set out in the CBA in Article 11.

- (d) Schedules for job sharers shall be based on the schedules that would apply to a full-time employee holding that position. The division of the scheduled shifts shall be determined by mutual agreement of the two employees and the Director, however, each will work part-time hours which will, in total equal the hours of a full-time employee in each week. The caseload for the job sharers shall be shared 50/50 per the job share arrangement.
- (e) Job Sharers cover for their partner in all absences including vacation, as required.
- (f) The Employer will give notice of its desire to terminate a job sharing arrangement at any time provided at least sixty (60) business days' notice is given.
- (g) If the Employer has not terminated a job sharing arrangement, but a job sharing partner wishes to work full-time, such partner must continue in the job sharing arrangement until he/she successfully posts into a full-time vacancy.
- (h) In the event that a partnership is dissolved as a result of the departure of one of the partners, except in the event of a layoff, the vacant portion of the job sharing position shall be posted in accordance with article 11 of this agreement. Failing the selection of a new job sharing partner through Article 11, the incumbent shall fill the full-time position.
- (i) In the event of a lay off which affects the job sharers of the position which is being shared, the Employer will endeavour to preserve the job sharing arrangement.
- (j) In instances where a job sharer is not working full-time hours, for example covering for a job sharing partner's absence, he/she will have the opportunity to work additional hours as a call in employee. Job sharing hours will take precedence over any call in hours.
- (k) For the purpose of Health and Welfare benefits, the Employees in a job sharing arrangement shall be paid 9% in lieu of benefits, as per the CBA.
- (l) Job sharing employees shall receive vacation and sick leave entitlement proportionate to the hours worked and shall receive their sick and vacation time credits at the beginning of the fiscal year.
- (m) Team Leaders are not eligible for Job Sharing.

ARTICLE 13 - HEALTH AND SAFETY

- 13.01 The parties agree that they mutually desire to maintain high standards of health and safety in the workplace in order to prevent workplace illness or injury.
- 13.02 The Employer and the Bargaining Unit shall comply with the *Occupational Health and Safety Act* in maintaining a joint Occupational Health and Safety Committee.
- 13.03
- (a) All accidents must be reported immediately as required by *The Workplace Safety and Insurance Act*, and the procedures as set out under the Joint Occupational Health & Safety Committee.
 - (b) Incidents: The Employer and Employees shall ensure that incident reports are completed and submitted immediately in accordance with Agency Policy and the Occupational Health and Safety Act.
 - (c) The Employer agrees in consultation with the Joint Health and Safety Committee (JHSC) to assess, develop, implement and monitor a program for the prevention of infectious transmitted disease within the workplace environment. The program shall be evaluated annually by the Employer in consultation with the Joint Health and Safety Committee. The review and revisions of the measures and procedures shall be done more frequently than annually if there is a material change in circumstances that may affect the health and safety of a worker to an infectious agent.
- 13.04 **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.
- 13.05 **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.
- 13.06 **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 Executive Director or his/her designate only. Where such a closure occurs, staff, who have reported for work will be sent home with pay, and those contacted by management and advised not to report for work will be paid as if they worked their normal work day. All Employees shall be notified of Branch closure by the work email system by 7:00am on the day of the Branch closure.

- (b) The Employee's own decision not to attempt to travel due to inclement weather is paramount, and when the Branch has not been declared closed, the day will be paid with the following options; The Staff will elect to work from home provided the Employee has work to complete from home; utilize paid credits, and then use up to two (2) sick days per fiscal year, or opt to take an unpaid day off. Crisis and Outreach Employees shall be notified by their supervisor if they are permitted to work from home due to office closure. Approval for those Employees who request a work from home day shall only be approved provided the Employee has sufficient work to complete a work from home day and is able to complete the work duties from home.
- (c) In the event of official road closure(s) making it impossible for the employee to attend at work, the employee will notify the on-call supervisor and will remain at home with pay.

13.07

- (a) The Employer will provide/maintain work related safety equipment including employee cell phones, panic buttons, passenger seat covers and surveillance equipment as deemed appropriate or necessary by the Employer in consultation with the Joint Health and Safety Committee.
- (b) The Employer agrees to ensure and maintain adequate stocks and pursue all reasonable avenues to procure sufficient supply of all required PPE, as per Public Health and Health Canada guidelines, to meet current and projected usage rates, and shall share their efforts with the Joint Health and Safety Committee and the Union.

13.07

Workload Balance

- (a) Any increases to caseload shall be discussed before being implemented through LMRC and shall not exceed funder established standards unless requested by the employee.
- (b) In consultation with the Employee's Director, the Director shall assist each Employee whom they supervise with balancing their caseload/workload in accordance with identified concerns for balanced load. This will assist each Employee with work-life

wellness and with providing quality client care. The Employee has the option to have a Unit Steward present at a workload balance meeting discussion with their Director. It is recognized that workload can fluctuate and the goal is to ensure the fair, reasonable and equitable distribution of work.

ARTICLE 14 - NO DISCRIMINATION

- 14.01 The Employer, employees and the Union agree to conduct their affairs in accordance with the *Ontario Human Rights Code* and agree that there shall be no discrimination or harassment against any employee because of Age, Ancestry, Colour, Race, Citizenship, Ethnic Origin, Place of Origin, Creed, Disability, Family Status, Marital Status (Including single status), Gender Identity, Gender Expression, Receipt of Public assistance (in housing only), Record of Offences (in employment only), Sex and Sexual Orientation.
- 14.02 The Employer, employees and the Union agree to conduct their affairs in accordance with Bill 168 of the *Occupational Health and Safety Act*.
- 14.03 The Union and the Employer support the right of individuals to an environment free from harassment on the grounds specified in Articles 14.01 and 14.02. As such, conduct which can be construed as harassment, bullying and/or contributing to a toxic work environment will not be condoned and may result in loss of employment.
- 14.04 The Union and The Employer agree that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of CMHA-Oxford Branch.
- 14.05 The Employer agrees that there will be no discrimination against any employee by reason of membership or activity in the Union.
- 14.06 The Employer agrees to have policies and procedures to deal with harassment, bullying and toxic workplace issues. The policies and procedures will be part of the corporate policy. The Employer agrees to review and consult with the Union on policies and procedures dealing with workplace harassment, bullying and toxicity to jointly agree upon the policies to address these issues in the workplace. During the term of this agreement, the Employer agrees to apply the Employer's Policy on Workplace Discrimination and Harassment.
- 14.07 The Employer shall accommodate the needs of employees in accordance with the provisions of *Ontario Human Rights Code*. An Employee shall be offered Unit Steward representation during any discussions with the Employer related to their accommodation needs.

ARTICLE 15 - BULLETIN BOARD

- 15.01 The Employer will provide Union bulletin boards in all CMHA office/satellite office locations for the purpose of posting notices regarding meetings and other matters of Union business to bargaining unit members. Prior to posting, notices will be approved by the Lead Unit Steward.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

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.

16.01 Hours of Work - Full-Time Employees

Community Support Worker/Case Manager Shifts

- (a) The regular work week shall consist of thirty-five (35) hours per week. The normal workday may consist of either seven (7) hours or eight and three-quarter (8.75) hours a shift inclusive of a paid meal period of one-half (½) hour and two (2) paid fifteen (15) minute rest periods within the scheduled hours.
- (b) The flexed work week shall consist of a total of thirty-five (35) hours per week scheduled over a minimum of four (4) days. Paid time shall be inclusive of a paid meal period of one-half (1/2) hour within the hours of work and two (2) paid fifteen (15) minute break periods. All Employees shall ensure that their schedules and work location are updated in outlook. If not in a WIFI zone, the primary on-call Employee shall be notified by (text/call/email) of last minute changes to the Flexible Schedule. Employees working the flexed work week may choose to flex their times of work, however shift premiums and overtime during chosen hours of work, shall not be applicable. The flexed work week option shall be available to employees following completion of the probationary period and shall include work in the community and the ability to chart from home through the secure network access.
- (c) Employees working the regular/compressed work week or the flexed work week shall not be required by the Employer to work between the hours of 5:15pm and 8:00am and shall not be required to work weekends.

16.02 Two (2) paid rest periods of fifteen (15) consecutive minutes shall be provided during each workday. Employees working a shift less than seven (7) consecutive hours in duration, will be allowed a rest period of fifteen (15) consecutive minutes without any loss of pay within every three and one-half (3½) hours of work.

16.03 **Crisis and Outreach Shifts**
Employees working Crisis and Outreach shifts shall not receive a greater or lesser benefit than employees working regular shifts.

16.04 The regular work week for Crisis and outreach shifts shall consist of on average of forty (40) hours per week over the period scheduled by the Employer. The normal workday for an extended shift will consist of either 8 hours, 10 hours, 11 hours or 12 hours a shift inclusive of a paid meal period of one-half (½) hour and two (2) paid fifteen (15) minute rest periods during each workday. For employees working a shift of 12 hours or greater, the shift shall include an additional paid thirty (30) minute rest period.

16.05 **Team Leader Shifts**
The Regular work week for Team Leaders shall consist of 35 hours per week. Each shift shall be inclusive of one-half (1/2) hour and two (2) paid fifteen (15) minute rest periods during each workday.

- (a) Team Leaders shall be permitted to flex and compress their work week hours to meet servicing needs. Team Leaders who are on-call during their regular four day week shall not flex their hours during their week(s) on-call. Any hours of work accumulated to perform on-call duties that fall outside the regular four-day work hours shall be considered overtime and shall be paid in lieu credits. Those working the flexed work week shall ensure that their schedules are updated in outlook and if they should choose to flex their times of work, shift premiums and overtime during chosen hours of work, shall not be applicable.
- (b) Team Leaders shall perform on-call rotations for one (1) week's duration up to ten (10) times per fiscal year or more per Team Leader request. Team leaders may exchange on-call rotations with other Team Leader's by mutual agreement.
- (c) Team Leaders covering the supervisor on-call weekly rotation shall receive a minimum of three (3) hours pay per on-call shift day plus applicable shift premiums.
- (d) Team Leader time spent providing on-call servicing beyond three (3) hours will be billed hour per hour as lieu time.

- (e) Admin/HR/Management/Director staff shall assist with employee backfill for sick calls requiring shift coverage between the hours of 8:30am and 4:00pm on weekdays.

16.06 **Administrative Staff Work Schedule**

The regular work week for Administrative staff shall consist of 35 hours per week. Each shift shall be inclusive of one-half (1/2) hour and two (2) paid fifteen (15) minute rest periods during each workday. Administrative staff support shall have the option of flexing working hours to meet servicing needs as approved by Director. Shift premiums and overtime shall apply only if the flexed hours are required by the employer.

16.07 **Schedules**

Schedules of work for Employees who are not on a flexible time schedule, will be posted for a six (6) month period subject to change without notice. The finalized schedule shall be posted eight (8) weeks prior to a scheduled shift and any time off requests will only be accommodated after the final schedule posting if sufficient staff are available for coverage.

16.08 Full-time employees will not be required to work more than five (5) consecutive shifts unless otherwise mutually agreed upon between the Employer and the employee.

16.09 The Employer will schedule a minimum of eleven (11) hours off between regularly scheduled shifts for full-time employees and those working the flexible or compressed work week shall ensure there are eight (8) hours off between their worked shifts per the Employment Standards Act of Ontario.

16.10 **Part-Time/Contract/Casual Employees**

All part-time, casual or contract employees shall work either regular hours or crisis and outreach hours as assigned by the Employer and will be given the same consideration as full-time employees for break/rest/meal periods as outlined above.

16.11 **Peer Support Leader/Peer Support Coordinator**

- (a) The regular work week shall consist of thirty-five (35) hours per week. The normal workday will consist of seven (7) hours a shift inclusive of a paid meal period of one-half (1/2) hour and two (2) paid fifteen (15) minute rest periods within the scheduled hours. Peer support staff shall have the option of flexing working hours for meeting servicing needs as approved by the manager. Shift premiums and overtime shall apply only if the flexed hours are required by the employer.
- (b) Peer Support Leaders/Peer Support Coordinators shall not perform the work of a regulated health care professional position.

- 16.12 **Overtime**
It is recognized by the parties that the needs of the business 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 schedule overtime on a voluntary basis using the call in shift list as agreed between the parties in the attached memorandum of settlement in Appendix B. In the event that the Employer is unable to schedule overtime on a voluntary basis, the Employer will endeavour to schedule overtime in a reverse order of seniority, taking into account the particular circumstances of the situation requiring overtime.
- 16.13 All authorized time worked beyond forty-four (44) per week will be considered overtime and will be compensated on the basis of one and half (1½) hours of paid time off (lieu time) at a time mutually agreed between the Employer and the employee.
- 16.14 Employees may change shifts with each other provided the Director pre-approves such changes and provided it does not result in overtime or premiums. Approval for such changes should not be unreasonably withheld subject to operational needs and requirements.
- 16.15 All employees who are not already working a flexible work week may from time to time 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 Employer's Director prior to the schedule change.
- 16.16 There will be no pyramiding of overtime; once time worked is used for an overtime calculation it shall not be used on any other basis for calculating overtime.
- 16.17 All overtime hours must be authorized by the Director on call before being worked, or where that is not possible, retroactively where the overtime was justified as a result of emergency or crisis issue.
- 16.18 No more than seventy (70) hours of compensating time off, however earned, shall be carried forward from one fiscal year to the next.
- 16.19 Compensating time off shall be scheduled as requested by the employee at a mutually agreeable time approved by the Director.
- 16.20 Time worked beyond the employees scheduled hours up to forty-four (44) hours in a work week shall be compensated at the employee's regular rate of pay and shall be credited to the employee as lieu time to be taken at a mutually agreeable time between the employee and Employer during the Employer's fiscal year.

16.21 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 and it shall be the responsibility of the Employee to keep their contact information updated.

16.22 **Part-time Employees**

Part-Time employees may be scheduled to work less than the standard seventy (70) paid hours averaged over a two (2) week pay period for non-crisis and outreach program positions and less than the standard eighty (80) paid hours averaged over a two (2) week pay period for crisis and outreach program positions.

16.23 **On-Call Night Shifts**

Crisis and Outreach Night Shifts shall be worked on an on-call basis from home and paid a flat rate of compensation of a minimum of 3 hours pay at the regular rate of pay with applicable shift premium(s) per night from 10:30pm to 6:30am to hold the pager and be available to respond to incoming calls on the crisis line. Any face to face responses need to be first approved by the supervisor and there will be a minimum of a 3 hour call-in at full time rate of pay plus premiums paid to attend to any approved face to face calls and shall not be capped. Any night shift phone support calls attended to on the crisis line will be paid a one (1) hour rate of pay, plus applicable shift premiums capped at one (1) hour per call which shall include clinical documentation time.

For health and safety, staff shall notify Spectrum from home when leaving to attend a face-to-face call, arrival time at destination, time leaving destination and time of arrival back at home. The route of travel will be outlined in writing from home to destination at the time of signing up for on-call shifts from home. Mileage shall be paid to and from the home location. Union dues will be applied to on-call night shifts as applicable.

Eligibility for On-call Night shift coverage will include; Direct service Employees within the Crisis or community Support Worker Classifications, and shall include all full-time, part-time, casual and contract Employees within the Classifications eligible to sign up.

Employees will be discouraged from indicating availability to cover an on-call Night shift if they are unable to flex the day shift following the on-call Night shift. (ESA requirement for 8 hours between direct service provided during on-call shifts).

Working on-call Night shifts in addition to regular work hours will not increase seniority except for casuals and part-time employees who are not full-time equivalent employees, and the maximum seniority that can be

earned is 1820 hours / year for those working 35 hour work weeks and 2080 hours for those working a 40 hour work week. Seniority hours counted in total seniority shall be for actual crisis contact time worked only.

The Employer will strive to maintain a Roster of 9-14 Employees to work the on-call crisis night shifts. Sign up periods for on-call night shifts will be offered 3-4 times a year. Staff signed up for the on-call night shift roster will be asked to identify any dates they are available to cover on-call shifts 1-2 months in advance. Shifts will be assigned by Seniority and availability on a rotational basis for all Rostered staff.

If an Employee goes over 44 hours in a week when covering the on-call night shift, they will receive 1.5x their regular rate of pay for calls completed in a shift. Employees working on the on-call night shifts on a Statutory holiday shall receive 1.5x the rate of pay for on-call coverage and 1.5x the rate of pay for calls completed on shift.

Benefits such as sick time or any other compensatory time off will not apply to on-call Night shifts. The Employee will either be on call for the night and receive the flat rate or forfeit the shift if unable to cover the shift.

The number of Crisis and Outreach Casuals in the employ of the Employer shall be a maximum of 6.

16.24

Multi-site work locations

Current employees shall only be assigned to work outside of Oxford County catchment area by mutual agreement.

ARTICLE 17 – VACATIONS

17.01

Vacation entitlement will directly correspond to a full-time employee's years of service with the Employer.

Years of Service	Entitlement	35 Hour Week	40 Hour Week
Year 1 through to completion of 3 years	3 weeks	105 hours	120 hours
Years 4 through to completion of 7 years	4 weeks	140 hours	160 hours
Years 8 through to completion of 11 years	5 weeks	175 hours	200 hours
Years 12 through to completion of 15 years	6 weeks	210 hours	240 hours
16 years or more	7 weeks	245 hours	280 hours

17.02

Vacation Year

For the purpose of vacation entitlement a year will be defined as a fiscal year beginning April 1st and ending March 31st of the following year.

17.03

Accrual of Vacation

- (a) All full-time, part-time and contract employees begin to accrue paid vacation time upon date of hire and are credited with paid vacation time earned upon completion of their probationary period.
- (b) Part-time and contract employees shall accrue vacation entitlement on the basis of a FTE position of 1820 hours of work per year for positions regularly scheduled to work 35 hours per week and 2080 hours per week for positions regularly scheduled to work an average of 40 hours per week and vacation entitlement in any year shall be prorated according to hours worked.

17.04

Any leaves of absence without pay in excess of thirty (30) consecutive calendar days will be excluded from the calculation of vacation entitlement for the vacation year in which the leave occurs except for sick, pregnancy and/or parental leave and family leave under the *Employment Standards Act*.

17.05

Scheduling of Vacation

- (a) The Director is responsible for scheduling and approving vacations. The Employer will schedule vacation requests on the basis of the employee's preference and seniority subject to its operational needs.
- (b) Overlapping vacation requests within a classification will be resolved by seniority. 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 if the request is submitted prior to the prime time cut-off date.
- (c) When an employee's vacation has been approved it shall only be altered by mutual agreement.
- (d) It is the Director's responsibility to arrange for shift coverage while staff are taking approved vacation or statutory holidays, if the Employer determines that such shift coverage is required.

17.06

Where in respect to any period of vacation leave, an Employee is:

- (a) granted bereavement leave; or

(b) granted sick leave on production of a medical certificate;

the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date. The employee is responsible for notifying the Director of such circumstances when it occurs.

- 17.07 Casual employees shall receive vacation entitlement in accordance with the provisions of the *Employment Standards Act, 2000*.
- 17.08 Full-time, contract and part-time employees going on vacation shall receive their vacation pay at their regular pay periods.
- 17.09 Part-time and contract employees shall accrue vacation entitlement based on full-time equivalent length of service and shall be granted vacation hours proportionate to full-time employees.
- 17.10 Casual employees shall be entitled to vacation pay in accordance with the provisions of the *Employment Standards Act*.
- 17.11 **Employees on Probation**
Employees on probation shall not be entitled to take vacation days until the successful completion of their probationary period.
- 17.12 An employee whose employment ceases or is terminated for any reason shall be paid, with her final pay, an amount of money equal to her pro-rated and unused vacation entitlement as calculated the date the employee status ceases. Employees that have taken unearned vacation shall have that unearned portion deducted from their final pay.

ARTICLE 18 – PUBLIC HOLIDAYS

- 18.01 (a) The following shall be recognized as public holidays, for full-time employees, to be paid for on the basis of at the straight time hourly rate specified in this Agreement:

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

or days celebrated in lieu thereof, regardless of the day on which it falls, subject to the following conditions.

- (b) Float Day: There will be one paid Float day to be taken off between November 1st and November 30th each fiscal year in acknowledgement of Remembrance Day.

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

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

Note: For statutory holiday pay purposes the parties agree that:

For full-time employees working thirty-five (35) hours per week, and Full-time employees working an average of forty (40) hours per week, a statutory holiday entitlement in hours is based on the number of hours worked within the four (4) weeks prior to the Statutory Holiday divided by twenty (20) as per the *Employment Standards Act of Ontario*.

18.04 Part-time, casual and contract employees shall receive statutory holiday entitlement in accordance with the provisions of the *Employment Standards Act*.

18.05 An employee who is required to work on any of the above-mentioned holidays will receive pay at 1.5 times the Employee's regular rate for work performed on such holiday and receive one day's pay at the Employee's regular rate of pay.

18.06 **Personal Time**

- (a) Full-time employees working thirty-five (35) hours per week shall be entitled to four (4) personal days per employer fiscal year (April 1 to March 31). Personal time shall be credited to the employee at the beginning of the fiscal year, April 1st. Paid leave shall be deemed to be time actively at work for purposes of this Article. In the event that the employee leaves work before the end of the fiscal year for any reason, the employee will repay any unearned personal time.

- (b) Full-time employees working an average of forty (40) hours per week shall be entitled four (4) days of personal time per employer fiscal year (April 1 to March 31). Personal time shall be credited to

the employee at the beginning of the fiscal year, April 1st. Paid leave shall be deemed to be time actively at work for purposes of this Article. In the event that the employee leaves work before the end of the fiscal year for any reason, the employee will repay any unearned personal time.

- (c) Part-time and Contract employees shall be entitled to prorated personal time.
- (d) Casual employees shall not be entitled to accrue any personal time.
- (e) Such personal time to be taken is subject to the following terms:
 - (i) The dates to be taken off as personal time are to be mutually agreed between the Employer and each such employee.
 - (ii) The entitlement to personal time shall be based on the Employer's fiscal year and not the Collective Agreement year date.
 - (iii) Personal time must be taken in the Employer's fiscal year that it was earned.
 - (iv) There shall be no cash pay out of accrued personal time.

18.07 Employees not working Extended Shifts shall not be required to work on a Statutory Holiday.

18.08 The Employer shall schedule up to three (3) but no less than two (2) floating paid days off annually during the time between Boxing Day and New Year's Day which shall be in addition to current paid credit entitlement.

If any of the floating paid days fall during a full-time employee's regular day off, they shall not be entitled to an alternate day off with pay.

ARTICLE 19 - REPORTING PAY AND CALL IN ALLOWANCE

(Applicable to full-time and part-time employees only)

- 19.01 (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 two (2) 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 on the employee's voicemail message system at work.

19.02 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.

ARTICLE 20 - BEREAVEMENT LEAVE

- 20.01 Leave of absence with pay will be granted to employees in the following circumstances:
- (a) Ten (10) days with pay for death of spouse, partner, parent, step-parent, child, step child;
 - (b) Five (5) days with pay for death of 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) One (1) day with pay for the death of an Employee's friend to attend the funeral/memorial service.
- 20.02 Spouse, partner, for purposes of bereavement leave will be defined as in the *Family Law Act* and will also include a partner of the same sex.
- 20.03 Any further additional leave may be requested with the understanding it would be without pay. Permission for such leave shall not be unreasonably withheld. In such cases, the use of accrued vacation, compensatory time, holiday lieu time and/or personal time may be used.
- 20.04 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.
- 20.05 Employees shall not be paid pursuant to Article 20.01 while on leave of absence.

ARTICLE 21 - JURY DUTY

- 21.01 If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties with the Employer, the employee shall not lose regular pay because of such attendance and shall not be required to work on the day of such duty provided that the employee:
- (a) notifies the Employer immediately on the employee's notification that the employee will be required to attend court;
 - (b) presents proof of service requiring the employee's attendance;
 - (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances, and an official receipt where available.
- 21.02 Where the Employer requires an employee to attend any meetings in preparation for legal proceedings that involves the Employer, the Employer will make every reasonable effort to schedule such meetings at the Employer site during the employee's regularly scheduled hours of work. If the employee is required to attend such meetings outside of her or his regularly scheduled hours, the employee shall be paid for all hours spent in such meetings at her or his regular straight time hourly rate of pay plus any applicable overtime provision.

ARTICLE 22 - OTHER LEAVES

- 22.01 **Personal Leave of Absence**
Employees may be granted a Leave of Absence without pay provided the Employer is given at least four (4) weeks' notice of such request, unless there are extenuating circumstances. Vacation, sick or personal days will not accrue or accumulate during the period of a personal leave of absence.
- 22.02 **Education Leave**
- (a) Employees who have a least one (1) year's seniority may be granted an Education Leave without pay at the discretion of the Employer. The employee must provide the Employer with notice of intention to apply for Education Leave at least six (6) months in advance of the beginning of the Education Leave and formal application for Education Leave must be made at least two (2) months in advance of the beginning of the Education Leave. The Employer may waive the

time limits. Vacation, sick or personal days will not accrue or accumulate during the period of the Education Leave.

- (b) 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 will endeavour to fiscally support within available resources ongoing staff development opportunities for all full-time employees 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 full-time employees may also have the opportunity to attend external seminars/conferences as approved by CMHA Oxford and as set forward in their performance appraisal learning goals. Educational requests are to be submitted to their respective Director to discuss and request approval with supporting documents. The Employer shall continue the full-time employee’s salary and pay those travel and accommodation expenses approved by the Employer with respect to courses and programs approved by the Employer.
- (c) Where the Employer requires an employee to obtain additional education or qualification after the date of hire, in addition to those outlined in the employment offer, the Employer shall grant the employee time off with pay to obtain the necessary upgrades and pay for the courses for the additional education or qualification required after the date of hire. This provision will not apply to qualifications required for job postings.
- (e) When carrying out mandatory Employer related business or training the Employer shall provide meals for Employees. Where physical location does not allow for Employer provided meals, Employees shall bill for any meal claims linked to mandatory training with receipts.

22.03

Union Leaves

- (a) **Union Leave**
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, 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 three (3) working days’ notice in writing to the Employer. The Employee shall notify the Director for Union LOA requests giving at least ten (10) working days’ notice. 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 quarterly and the Union will remit payment within 15 days of receiving the invoice from the Employer.

(b) **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.

22.04 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.

22.05 **Sick Leave**

(a) Full-time Employees who have completed their probationary period and are working 7 (seven) hour shifts, thirty-five (35) hours per week shall be credited with 126 (one hundred and twenty-six) hours of sick leave credit per employer fiscal year on April 1st of the employer fiscal year.

Full-time Employees who have completed their probationary period and are working 8.75 hour average shifts, 35 (thirty-five) hours per week (Flexed/compressed) shall be credited with 157.5 (one hundred and fifty-seven and a half) hours of sick leave credit per employer fiscal year on April 1st of the employer fiscal year.

Full-time Employees who have completed their probationary period and are working 11 (eleven) hour average shifts (Crisis and Outreach), 40 (forty) hours per week shall be credited with 198 (one hundred and ninety-eight) hours of sick leave credit per employer fiscal year on April 1st of the employer fiscal year.

Paid leave shall be deemed to be time actively at work for purposes of this Article.

In the event that the employee leaves work before the end of the fiscal year for any reason, the employee will repay any unearned sick leave credits.

Note: For sick leave purposes the parties agree that:

- (i) For full-time employees working an average of thirty-five (35) hours per week, one sick day credit is equivalent to 7 hours for those employees regularly scheduled to work 7 hours in a day and 8.75 hours for those employees regularly scheduled 8.75 hours in a day.
- (ii) For full-time employees working an average of forty (40) hours per week, one sick day credit is equivalent to 8 hours.
- (b) Part-time and Contract Employees shall be entitled to accrue sick leave entitlement, according to hours worked in a month, proportionate to full-time employees.
- (c) Casual employees shall not be entitled to accrue any sick leave credits.
- (d) In order to qualify for pay for absences due to sickness by drawing on accumulated sick leave credits, the employee shall provide a medical certificate to the Employer upon demand for any such absences in excess of three (3) consecutive days. Such medical certificate shall state: the duration of the sickness; and, that the employee is fit to resume work. Failure or refusal to furnish such medical certificate will result in the employee not being paid for the time away from work and may result in disciplinary action.
- (e) Pay for absence(s) due to illness or injury as discussed in this Article is provided for the sole and only purpose of protecting employees against loss of income for absences due to illness or injury which are not compensatory under the *Workplace Safety and Insurance Act* the *Employment Insurance Act* or from any other source.
- (f) Unused sick days to a maximum of 560 hours or 640 hours respectively may be carried over to the following Employer fiscal year.
- (g) There shall be no cash payout for accumulated sick leave credits.
- (h) Sick leave is to be used for an employee's personal illness or medical appointments.

- (i) An employee prevented from performing their regular work with the Employer due to an occupational injury, accident or illness that has applied for Workplace Safety and Insurance Board Benefits may continue to receive their regular rate of pay by utilizing her accumulated sick leave credits pending claim approval by Workplace Safety and Insurance Board.
- (j) If all accumulated sick leave has expired, an employee may use vacation, personal time, or may take an unpaid medical leave.

22.06

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.

- (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 up to sixty-three (63) week Parental leave.
- (b) While on pregnancy or parental leave, the employee will continue to have employer premium cost 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 premium cost contributions to any such plans. Employees who choose to continue to pay their portion of the premium costs will make arrangements for such payment satisfactory to the Manager of Finance & Administration or their designate. Where an employee does not wish to pay their portion of the premium costs for benefits coverage, 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.
- (d) Upon return to work, the employee shall be reinstated to the position the employee held at the time the leave commenced, if it still exists, or to a comparable position if it does not, at the wage level the employee was earning at the time of the leave or would be earning if the employee had worked through the leave.
- (e) 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.

22.07 **Personal Emergency Leave**

The Employer shall grant a personal emergency leave of absence without pay in accordance with the *Employment Standards Act, 2000*.

22.08 **Family Medical Leave**

Family medical leave shall be granted in accordance with the *Employment Standards Act of Ontario, 2000* as amended.

22.09 **Domestic or Sexual Violence Leave**

Employees are entitled to up to 10 days of leave, 5 days to be fully paid (per Calendar year) if the Employee or their child experiences domestic or sexual violence, or the threat of Domestic or sexual violence. The Employee may also take an additional fifteen (15) weeks of domestic/sexual violence leave that is unpaid. Leave days can be taken consecutively or individually as needed within a calendar year. All Employee benefits shall continue during a leave for Domestic/sexual violence and seniority shall continue to accrue during the leave period.

22.10 The Employer and the Union recognize the following leaves as outlined in The Employment Standards Act of Ontario:
The Family Caregiver Leave;
Critical Illness Leave;

Organ Donor leave;
Crime Related Child Disappearance leave;
Reserviced Leave

ARTICLE 23 – HEALTH AND WELFARE BENEFITS

Full-time Employees

- 23.01 The Employer agrees to continue the health and welfare benefit plans in force at the time of the signing of this Agreement for those full-time 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. Benefits not covered by the employee's WSIB entitlements will be maintained through the Employer's benefit plan according to the provisions also available to employees receiving LTD benefits. The health and welfare benefits shall be as more particularly described and set forth in the respective plan documents and policies of insurance that are in effect and have been disclosed to the employees prior to ratification of this Collective Agreement.
- 23.02 Any dispute over payment of benefits under such plans or policies shall be adjusted between the full-time employee and the insurer concerned. The Employer will use its best efforts to assist in the settlement of any such disputes.
- 23.03 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 full-time employee to complete all eligibility requirements of the existing carriers of all medical, health and welfare benefits under this Collective Agreement.
- 23.04 **Health Benefits**
The Employer shall provide each full-time employee with a detailed Employee Benefit Statement. The benefits in force are those in place at the time of ratification and as described in RWAM Green Shield Canada Canadian Mental Health Association – Oxford Branch Billing Division No. 40069 Group 17029-1-A Outline of Benefits Booklet as attached in Appendix C this Agreement. Those benefits or equivalent benefits will be maintained for the life of the Agreement.
- The Company agrees to pay one hundred percent (100%) of the premium cost of those benefits as noted herein.

- A. Life Insurance:
- Employee – 200% of annual earnings with a maximum coverage
- B. Drug Plan:
- A co-payment of 20% applies to each prescription filled at a pharmacy and there is no co-payment for prescriptions filled through “direct to you” pharmacy.
 - Benefits include drugs legally requiring a prescription by law, diabetic needles and syringes.
- C. Health Services:
- Co-insurance for health services is 80%.
 - Deductibles and co-payments apply to Emergency Transportation, Audio, Medical Items, Paramedical Services, Dental Accident, Occupational Therapy and Acupuncture.
 - The medical practitioner benefit (Extended Health Benefits coverage) will be \$750.00/year per practitioner, per insured person.
- D. Vision Care:
- Vision benefit carries a maximum of \$350.00 every 24 months for prescription glasses and/or contact lenses or \$350.00 every 24 months for medically necessary contact lenses provided they are dispensed by an Optometrist, Optician or an Ophthalmologist.
- E. Travel Benefits:
- Travel benefits are eligible within the first 60 days per trip.
 - Maximum of \$5,000,000.00 per calendar year for Emergency Services.
- F. Health Spending Account:
- At the beginning of each Employer fiscal year, each full-time employee will receive a health spending account credit of \$950.00 to be placed into a Health Spending Account.
 - The money in this account may be utilized by an employee for verified medical and dental expenses.
 - An employee may carry over to the next Employer fiscal year a maximum of \$950.00 into her Health Spending Account.
 - Health spending account funding in excess of \$1900 on April 1 will be paid out to each employee by October 31st of the Fiscal year and the Employer shall provide the Employee with a statement confirming the amount.

G. Dental Benefits:

- The Employer agrees to maintain a group health insurance plan that includes dental benefits as disclosed in the insurance/benefits plan at the time of ratification. The Employer will contribute 100% of the dental benefit premium which shall be at the current year's Ontario Dental Association rates.

23.05

Long Term Disability

- Premium cost paid by employee
- 60% of gross monthly salary to a maximum of \$3,000.00

23.06

Group Registered Pension Plan and Defined Benefit HealthCare of Ontario Pension Plan (HOOPP)

- (a) 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.

(Note: the parties understand that matched contributions are currently 6.9% up to the YMPE and 9.2% above the YMPE. Current YMPE is \$52,500 which will change annually with the plan)

- (b) Part-time and Casual Employees shall be included in the Healthcare of Ontario Pension Plan (HOOPP).

23.07

Automobile Allowance and Expenses

- (a) 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 \$0.54 per kilometre.
- (b) Where Mileage is payable, it will be calculated to/from the Employee's assigned office location/starting office location or home office, whichever is less. If an Employee is directed to start work at another site outside of Oxford County or at a location that is not their assigned office; such employee will be paid mileage to and from the Employee's assigned office location or home, whichever distance is shorter.
- (c) Employees scheduled or directed to work walk-in counselling as part of their regular scheduled shift will be reimbursed for their mileage to and from the walk-in counselling location. Mileage expenses for travel departing walk-in counselling location that are in excess of regular travel at the end of shift will be reimbursed.

- (d) Expenses for the month should be submitted by the 5th of the next month. Expenses for multiple months are not to be combined and submitted at the same time. Employees should notify their supervisor as soon as possible if they are unable to submit their expenses by the 5th of the next month.

23.08 The Employer will reimburse an employee the parking cost of \$2.00 associated with parking on the municipal parking lot immediately adjacent to the employer's premises when the parking lot on the employer's premises at 522 Peel Street is full when the employee attends for work.

23.09 Every employee required to use their automobile to transport clients or equipment beyond personal use technology while engaged in employer related business shall also be eligible for paid interior car cleaning and detailing once during each fiscal year period at the service provider under the contract of the Employer. Employees who elect to attend to a vehicle detail service provider of their choice will be reimbursed at a rate of \$100 per year upon submission of a paid receipt.

This is in recognition by both employees and the Employer as important for the health and safety of both clients and staff. In addition, under extenuating circumstances, the employer may agree to pay additional interior car cleaning and detailing costs as a health and safety measure.

23.10 (a) Every employee required to use their automobile for transportation of clients while engaged in Employer related business shall carry a minimum of two million (\$2,000,000.00) liability insurance on their automobile insurance policy. The Employer will provide every Employee with a letter outlining the nature of use for personal vehicle, and that the Employee is not paid to transport clients.

The Employer will reimburse the employee for the cost difference between one million (\$1,000,000.00) and two million (\$2,000,000.00) liability insurance certificate upon insurance renewal date(s).

If, after having been provided a letter by the Employer, the insurance company requires an OPCF6A instead of two million (\$2,000,000.00) liability coverage, then the Employer will reimburse the Employee for the cost of the OPCF6A certificate. In all cases, the Employer will pay for certification (OPCF6A) for one vehicle only.

The changeover to two million (\$2,000,000.00) liability and/or to maintain the OPCF6A if required by the insurance provider, shall take effect upon the individual employee's insurance policy renewal date(s).

- (b) If an employee is not required to transport clients at all, 23.10 insurance requirements shall not apply per mutually agreed letter between Employer, Employee and Union.
- (c) The Employer shall be responsible to pay the full deductible up to \$500 maximum annually for any vehicle damages (Collision and Comprehensive) that is demonstrated to have occurred while performing the business of CMHA-Oxford.
- (d) The Employer shall be responsible to pay up to \$100.00 per Employee for CAA roadside coverage per fiscal year, upon submission of a paid membership receipt. This shall be for part and full time permanent employees.

23.11

Shift Premiums

Any employee who is required to work between 6:00 pm and 7:00 am shall receive shift premium of \$2.00 for each hour worked after 6:00 pm in addition to the employee's hourly rate.

23.12

Any employee who is required to work on Saturday and/or Sunday shall receive a weekend shift premium of \$2.00 for each hour worked on Saturday and/or Sunday in addition to the employee's hourly rate.

23.13

No Pyramiding

- (a) An employee shall not be entitled to receive both an evening shift premium and a weekend premium with respect to the same hours worked. Employees scheduled to work evenings on a weekend shall only receive the weekend premium.
- (b) Where employees work overtime as a continuation of their day shift, they shall not receive shift premiums.

23.14

Part-time/casual/contract employees

Part-time, casual and contract employees shall receive payment in lieu of benefits as outline herein, amounting to nine percent (9%) of their straight time hourly rate. This payment will not be included in any calculation of overtime and vacation and shall be paid to employees from date of hire.

23.15

Benefits Age 65 and Older

Semi-Private Hospital Insurance, Extended Health Care, and Dental benefits will be extended to active full-time employees from the age of sixty-five (65), and up to the employee's seventieth (70th) birthday, on the same cost share basis as those employees under the age of sixty-five (65).

ARTICLE 24 – SHORT NOTICE CALL-IN SHIFTS

24.01 For short notice backfills for crisis and outreach shift vacancies that the Employer deems coverage is needed, the Short Notice Call-in Shift list as attached in Appendix B shall be used for the call-in and backfilling procedure.

ARTICLE 25 - TERM OF AGREEMENT

25.01 The term of this Collective Agreement shall be from April 1, 2021 to March 31, 2022.

All of the terms and conditions of this Collective Agreement shall be binding and effective from the date of ratification until 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.

25.01 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.

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

26.02 With respect to grid progression on Schedule "A" by employees, grid progression will only be on an employee's anniversary date on his/her date of hire, with only one (1) step increase in any one (1) year.

26.03 Schedule "A" sets forth the classifications and wage rates based on a wage grid. Progression by Employees through the various levels of the wage grid shall be on the basis of Full-Time Equivalent (FTE) years of

service in the classification which is comprised of 1820 hours of work per year for positions regularly scheduled to work 35 hours per week and 2080 hours of work per year for positions regularly scheduled to work an average of 40 hours per week.

26.04 The Employer may recognize new hires related experience to a maximum of level 3 in the wage grid level.

26.05 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 which shall include: federal and provincial tax, rate of pay per hour, hours worked, extra taxes paid, shift premium pay rate, shift premium hours worked, donations, and all other deductions itemized. T4 statements shall include charitable contributions.

26.06 The Employer agrees to implement the following wage increases:

April 1, 2021 – 1% (Bill 124 – final year of 3-year moderation period).

General Wage increases shall not be considered Pay Equity Adjustments
Wage increases will be reflected in the attached Schedule "A".

26.07 **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 re-opening of the Collective Agreement for the negotiation of wages only, during the current term.

ARTICLE 27 – TECHNOLOGICAL CHANGE

27.01 The Employer shall 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.

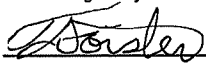
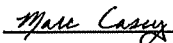
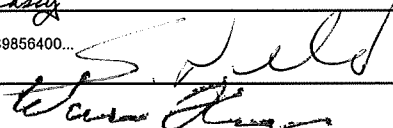
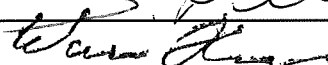
- 27.03 Employees will be given notice of the impending change in employment status and/or working conditions at the earliest possible time.
- 27.04 In the event of the introduction of any new computer equipment or software programs, which requires an employee to upgrade their skills, the employee shall 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 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

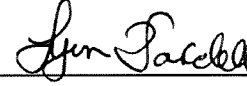
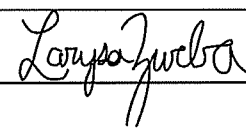
- 28.01 Unless otherwise specified in the Agreement, all correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director or designate and the Lead Unit Steward of the Union and the OPSEU Staff Representative.
- 28.02 **Employer Policies**
The Employer will continue to post all policies and procedures on the Agency shared drive. The Employer will ensure that employees receive alerts and electronic copies of any new and/or amended policies and procedures to be followed.
- 28.02 **Copies of the Agreement**
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.

Signed at Woodstock, Ontario this 17th day of January 2022.

**For the Ontario Public Service
Employees Union**

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 Scott Morrison
 DocuSigned by:

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**For the Canadian Mental Health
Association Oxford County Branch:**


 Patricia Baigent
 Sarah Aalbers


Appendix A
CMHA Internal Interview Rubric

CMHA Skills, Abilities and Qualifications Scoring Form for Internal Job Competitions

Employee Name: _____

Interview Date: _____

Staff on Internal Interview panel (non-bargaining unit management):

Article 11.02 (a) of the Collective Agreement states .the Employer will consider the skills, ability and qualifications of the individual to perform the normal required work and where these are relatively equal, seniority shall govern. If candidates score within **10%** of each other’s scores, they are considered relatively equal and seniority shall govern.

Interview Questions: Half shall be verbal responses and half shall be written responses for the questions posed to the internal candidate.

Total Score for interview questions: _____/35

Qualifications: Education

Meets specified requirements by having one of the following:

RN, RPN, Registered OT, Registered BSW/MSW and as per the CBA

Qualifications: Experience

Number of years at CMHA-Oxford (score 1.5 point for each year) _____

Number of years of other mental health experience (score 1 point for each year) _____

of years in professional field as a regulated health care professional (non-mental health)
(provide a ½ point for each year worked) _____

Total Qualifications Score: _____/35

Skills and Abilities

Achievements/Initiative: Completing Extra Duties in current position or has demonstrated going “above and beyond”?

Ex) Staff takes an initiative to develop a new group and organize/facilitate or volunteers on a committee within the organization to improve services.

(Score 2 if the candidate is assigned the duty and scored at a 3 if the person chose by own initiative. This gives an “extra duties score”

List/explain:

Skills and Abilities Extra Duties Score for achievement and initiative: _____/3

Performance Evaluation Score, Achievements, Critical Thinking and Responsibility

Review the most recent performance evaluation:

Score 0 = none completed yet

Score 4 = working on some identified performance issues

Score 8 = Successful performance evaluation (meets basic job requirements)

Total Score: Performance Evaluation _____/8

Communication Skills (written)

Updated Resume Score 3: _____/6

Letter of Interest/Intent (scored out of 3) _____/6

Achievements (showing trends of Excellence with identified goals/challenges) _____/4

Commitments (committed to client health and improvement/believe in mission of CMHA) _____/3

Constant Learning (Bases current/future clinical care on professional development needs/goals and previous experience) _____/3

Self-Reflection and Personal responsibility (Applies critical thinking and self-reflection to develop learning goals/needs and access supervision as needed. Assumes accountability for achieving outcomes) _____/3

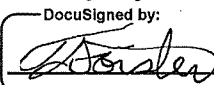
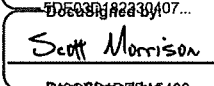
Total Skills and Abilities Score: _____/30

Total Internal Job Competition Score: Total Qualifications/Experience Score + Total Skills and Abilities Score + Total Interview Questions Score = _____/100

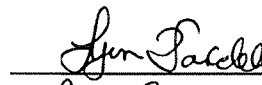
Total Score

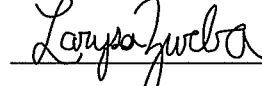
Signed at Woodstock, Ontario this 17th day of January 2022.

**For the Ontario Public Service
Employees Union**

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 Scott Morrison
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 Marc Casey
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**For the Canadian Mental Health
Association Oxford County Branch:**




 Sarah Aalbers

 Patricia Baigent

Appendix B

MEMORANDUM OF AGREEMENT

Between

CANADIAN MENTAL HEALTH ASSOCIATION
OXFORD COUNTY BRANCH

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS UNIT OF LOCAL #133

RE: Pay for Statutory Holidays and Crisis Shift Backfill

The Employer has notified the Union that effective April 1, 2013 that the Employer will now pay for Statutory Holiday shifts and pay for those employees who backfill shifts to cover short notice leave requests.

EXAMPLE: Crisis#1 works Canada Day Public Holiday for 10 hours:
PAY = (1.0xCrisis Rate STAT) + (1.5xCrisis Rate)

Where the Employer must find coverage for sick or other leave time, after the schedule has been posted, the following will apply:

Qualified Employee: Any employee as defined by the Collective Bargaining Agreement who is also properly oriented to the Crisis Support Work role required for coverage.

1. The Employer will open the call list for all qualified employees to volunteer for call-in shifts, and;
 - a. The call list will be open from March 15 – March 31, and September 15 – September 30 annually. Employees who volunteer for call in availability will commit to six (6) months of availability. The call in list will be closed from April – September, and October – March annually;
 - b. The employer will notify employees by the employees' CMHA Oxford email address for all communications related to the administration and application of the call in list;
 - c. Employees on extended leave will not be eligible for call in while on leave, but can sign up prior to return from leave for the call in list that will be current at the time of the employees' return;
 - d. Employees who volunteer for call in list must provide one (1) preferred telephone number for call in;
 - e. There Shall be 11 hours between regularly scheduled crisis shifts, however the parties agree that if an employee volunteers to accept an additional shift, there may be less than 11 hours between shifts, but no less than 8 hours per the *Employment Standards Act*;
 - f. Employees shall be bypassed if taking scheduled vacation, statutory or personal time off on the same day as the call in shift becomes available.

2. The Employer will call employees on the call in list in order of seniority; on a rotational basis within job classification as provided and posted by the employer following closure of the sign up periods, (**See Table 1**), and;
 - a. Crisis employees will be placed at the top of the call in list, in order of seniority;
 - b. Crisis employees will be called first, based on seniority on a rotational basis in all call in occurrences;
 - c. All other qualified employees (Case Management, Team Leaders) will be placed on the call in list after Crisis employees, in order of seniority;

- d. The Employer will call the preferred telephone number provided by the employee, **one time**. The Employer will then call the next employee on the call in list. When *voice mail, no answer, or busy signal notification* is received at the preferred telephone number, the Employer will leave a message and then proceed to call the next employee.
3. Employees whose hours will exceed 44 hours (due to accepting a call in shift) in one week will not be considered for call in, regardless of seniority, and;
 - a. Sick leave time during one week will be considered time worked, included in the calculation of hours worked;
 - b. Statutory holiday hours and Vacation hours will not be considered time worked, and are excluded from the calculation of hours worked;
 - c. Employees may be offered a shift that is shorter than the vacant scheduled shift at the time of the call in, at the discretion of the Employer.
 4. Approved time worked at the end of a scheduled shift is **excluded** from payment provisions herein and will be credited with time in lieu.

Table 1: Short Term Call-In Case Study

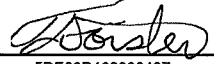
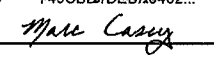
4 Short Notice Calls (highly unlikely, example provided for evidence)

Sick Call #1	Sick Call #2	Sick Call #3	Sick Call #4
Crisis 1	Crisis 1	Crisis 1	Crisis 1
Crisis 2	Crisis 2	Crisis 2	Crisis 2
Crisis 3	Crisis 3	Crisis 3	Crisis 3
Qualified 1	Qualified 1	Qualified 1	Qualified 1
Qualified 2	Qualified 2	Qualified 2	Qualified 2
Qualified 3	Qualified 3	Qualified 3	Qualified 3
Qualified 4	Qualified 4	Qualified 4	Qualified 4

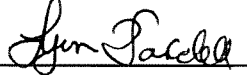
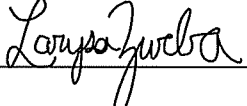
Call #1: Crisis 1 accepts coverage
 Call #2: Start at Crisis 2, unavailable, Crisis 3 has 44 hours, Qualified 1 accepts.
 Call #3: Start at Crisis 1, all unavailable through Qualified 2, Qualified 3 accepts.
 Call #4: Start at Crisis 1, Crisis 1 accepts.

Signed at Woodstock, Ontario this 17th day of January 2021.

**For the Ontario Public Service
 Employees Union**

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 Scott Morrison
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**For the Canadian Mental Health
 Association Oxford County Branch:**

Patricia Baigent

 Sarah Aalbers


Letter of Understanding #1

Between:

Canadian Mental Health Association
Oxford County Branch

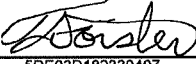
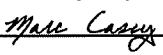
And

Ontario Public Service Employees Union

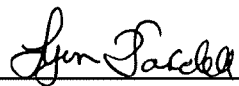
The Union is prepared to agree that there will be an exception for Lisa Cousins who shall be grandfathered in accordance with the previous seniority arrangement negotiated with the employer upon their return to case management positions within the bargaining unit. The Employer also agrees to this exception.

Signed at Woodstock, Ontario this 17th day of January 2021.

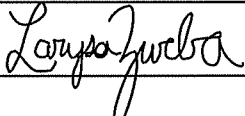
**For the Ontario Public Service
Employees Union**

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**For the Canadian Mental Health
Association Oxford County Branch:**



Patricia Baigent

Sarah Aalbers


Letter of Understanding #2

Between:

Canadian Mental Health Association
Oxford County Branch

And

Ontario Public Service Employees Union

Professional Responsibility Requirements:

The parties agree that the following employees shall not be required to comply with Article 10.12 and shall be grandfathered with respect to their educational qualifications at time of hire:

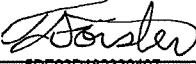
- Teena Maissan
- Gina Lawley.

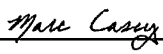
If they acquire registration and/or licence then the provisions of Article 10.12 herein shall apply to them.

Signed at Woodstock, Ontario this 17th day of January 2022.

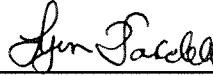
**For the Ontario Public Service
Employees Union**

**For the Canadian Mental Health
Association Oxford County Branch:**


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Scott Morrison

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Patricia Baigent



Sarah Aalbers



Letter of Understanding #3

Between:

Canadian Mental Health Association
Oxford County Branch

And

Ontario Public Service Employees Union

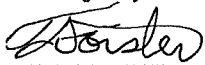
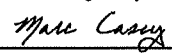
Re: Pay Equity

During the Lifetime of the Collective Agreement:

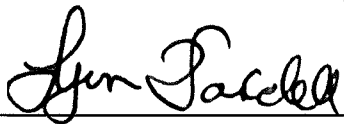
Through the Labour-Management Relations Committee, and at least annually, the parties agree to review and analyze pay equity maintenance issues. In the event a new job class is created, the parties will meet to review the duties and responsibilities, evaluate the position based upon the agreed Gender Neutral Comparison System to identify the position's job value and assess the mutually satisfactory gender-neutral pay equity complaint job rate and wage schedule. The pay equity compliant wage schedule shall be implemented immediately to the new position. If so required, the parties will strike a Pay Equity Maintenance Committee to resolve any and all outstanding issues on an expedited basis.

Signed at Woodstock, Ontario this 17th day of January 2022.

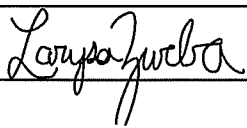
**For the Ontario Public Service
Employees Union**

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Scott Morrison
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**For the Canadian Mental Health
Association Oxford County Branch:**



Patricia Baigent

Sarah Aalbers


Schedule “A”

Level	1	2	3	4
Progression	Start Rate	After 1 year FTE Service	After 2 years FTE Service	After 3 years FTE Service
Classification:				
Community Support Worker/Case Management Clinician				
Jan 1, 2018 (PE Adj \$0.37)	\$28.98/hour	\$31.03/hour	\$31.30/hour	\$31.59/hour
April 1, 2018 (2.45%)	\$29.69/hour	\$31.79/hour	\$32.07/hour	\$32.36/hour
Jan 1, 2019 (PE Adj \$0.37)	\$30.06/hour	\$32.16/hour	\$32.44/hour	\$32.73/hour
Jan 1, 2020 (PE Adj \$0.35)	\$30.41/hour	\$32.51/hour	\$32.79/hour	\$33.08/hour
April 1, 2020 (1%)	\$30.71/hour	\$32.84/hour	\$33.12/hour	\$33.41/hour
Jan 1, 2021 (PE Adj \$0.35)	\$31.06/hour	\$33.19/hour	\$33.47/hour	\$33.76/hour
April 1, 2021 (1%)	\$31.37/hour	\$33.52/hour	\$33.80/hour	\$34.10/hour
Crisis Response/ Community Support Worker (Crisis and Outreach) / Crisis and Outreach Clinician				
Jan 1, 2018 (PE Adj)	\$28.98/hour	\$31.03/hour	\$31.30/hour	\$31.59/hour
April 1, 2018 (2.45%)	\$29.69/hour	\$31.79/hour	\$32.07/hour	\$32.36/hour
Jan 1, 2019 (PE Adj)	\$30.06/hour	\$32.16/hour	\$31.33/hour	\$32.73/hour
Jan 1, 2020 (PE Adj \$0.35)	\$30.41/hour	\$32.51/hour	\$32.79/hour	\$33.08/hour
April 1, 2020 (1%)	\$30.71/hour	\$32.84/hour	\$33.12/hour	\$33.41/hour
Jan 1, 2021 (PE Adj \$0.35)	\$31.06/hour	\$33.19/hour	\$33.47/hour	\$33.76/hour
April 1, 2021 (1%)	\$31.37/hour	\$33.52/hour	\$33.80/hour	\$34.10/hour
Educator/Volunteer Coordinator				
Jan 1, 2018 (PE Adj)	\$28.98/hour	\$31.03/hour	\$31.30/hour	\$31.59/hour
April 1, 2018 (2.45%)	\$29.69/hour	\$31.79/hour	\$32.07/hour	\$32.36/hour
Jan 1, 2019 (PE Adj)	\$30.06/hour	\$32.16/hour	\$32.44/hour	\$32.73/hour
Jan 1, 2020 (PE Adj \$0.35)	\$30.41/hour	\$32.51/hour	\$32.79/hour	\$33.08/hour
April 1, 2020 (1%)	\$30.71/hour	\$32.84/hour	\$33.12/hour	\$33.41/hour
Jan 1, 2021 (PE Adj \$0.35)	\$31.06/hour	\$33.19/hour	\$33.47/hour	\$33.76/hour

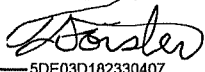
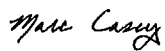
IT/Client Record Data Support Worker				
Jan 1, 2018 (PE Adj \$0.37)	\$19.55/hour	\$22.34/hour	\$22.54/hour	\$22.73/hour
April 1, 2018 (2.45%)	\$20.03/hour	\$22.89/hour	\$23.09/hour	\$23.29/hour
Jan 1, 2019 (PE Adj \$0.37)	\$20.40/hour	\$23.26/hour	\$23.46/hour	\$23.66/hour
Jan 1, 2020 (PE Adj \$0.35)	\$20.75/hour	\$23.61/hour	\$23.81/hour	\$24.01/hour
April 1, 2020 (1%)	\$20.96/hour	\$23.85/hour	\$24.05/hour	\$24.25/hour
Jan 1, 2021 (PE Adj \$0.35)	\$21.31/hour	\$24.20/hour	\$24.40/hour	\$24.60/hour
Quality Compliance Administration Coordinator (New Classification May 15/15)				
Jan 1, 2018 (PE Adj \$0.37)				\$27.75/hour
April 1, 2018 (2.45%)				\$28.43/hour
Jan 1, 2019 (PE Adj \$0.37)				\$28.80/hour
Jan 1, 2020 (PE Adj \$0.35)				\$29.15/hour
April 1, 2020 (1%)				\$29.44/hour
Jan 1, 2021 (PE Adj \$0.35)				\$29.79/hour
April 1, 2021 (1%)				\$30.09/hour
Reception				
Jan 1, 2018 (PE Adj \$0.37)	\$17.85/hour	\$19.03/hour	\$19.19/hour	\$19.34/hour
April 1, 2018 (2.45%)	\$18.29/hour	\$19.50/hour	\$19.66/hour	\$19.81/hour
Jan 1, 2019 (PE Adj \$0.37)	18.66/hour	\$19.87/hour	\$20.03/hour	\$20.18/hour
Jan 1, 2020 (PE Adj \$0.35)	\$19.01/hour	\$20.22/hour	\$20.38/hour	\$20.53/hour
April 1, 2020 (1%)	\$19.20/hour	\$20.42/hour	\$20.58/hour	\$20.74/hour
Jan 1, 2021 (PE Adj \$0.35)	\$19.55/hour	\$20.77/hour	\$20.93/hour	\$21.09/hour
April 1, 2021 (1%)	\$19.75/hour	\$20.98/hour	\$21.14/hour	\$21.30/hour
Clinical Team Leader				
Jan 1, 2018 (PE Adj \$0.37)	\$31.03/hour	\$33.08/hour	\$33.35/hour	\$33.64/hour
April 1, 2018 (2.45%)	\$31.79/hour	\$33.89/hour	\$34.17/hour	\$34.46/hour
Jan 1, 2019 (PE Adj \$0.37)	\$32.16/hour	\$34.26/hour	\$34.54/hour	\$34.83/hour
Jan 1, 2020 (PE Adj \$0.35)	\$32.51/hour	\$34.61/hour	\$34.89/hour	\$35.18/hour
April 1, 2020 (1%)	\$32.84/hour	\$34.96/hour	\$35.24/hour	\$35.53/hour

Jan 1, 2021 (PE Adj \$0.35)	\$33.19/hour	\$35.31/hour	\$35.59/hour	\$35.88/hour
April 1, 2021 (1%)	\$33.52/hour	\$35.66/hour	\$35.95/hour	\$36.24/hour
Administrative Assistant				
Jan 1, 2018 (PE Adj \$0.37)	\$21.14/hour	\$22.58/hour	\$22.76/hour	\$22.96/hour
April 1, 2018 (2.45%)	\$21.66/hour	\$23.13/hour	\$23.32/hour	\$23.52/hour
Jan 1, 2019 (PE Adj \$0.37)	\$22.03/hour	\$23.50/hour	\$23.69/hour	\$23.89/hour
Jan 1, 2020 (PE Adj \$0.35)	\$22.38/hour	\$23.85/hour	\$24.04/hour	\$24.24/hour
April 1, 2020 (1%)	\$22.60/hour	\$24.09/hour	\$24.28/hour	\$24.48/hour
Jan 1, 2021 (PE Adj \$0.35)	\$22.95/hour	\$24.44/hour	\$24.63/hour	\$24.83/hour
April 1, 2021 (1%)	\$23.18/hour	\$24.68/hour	\$24.88/hour	\$25.08/hour
Volunteer Coordinator				
Jan 1, 2018 (PE Adj \$0.37)	\$19.33/hour	\$20.63/hour	\$20.79/hour	\$20.97/hour
April 1, 2018 (2.45%)	\$19.80/hour	\$21.14/hour	\$21.30/hour	\$21.48/hour
Jan 1, 2019 (PE Adj \$0.37)	\$20.17/hour	\$21.51/hour	\$21.67/hour	\$21.85/hour
Jan 1, 2020 (PE Adj \$0.35)	\$20.52/hour	\$21.86/hour	\$22.02/hour	\$22.20/hour
April 1, 2020 (1%)	\$20.73/hour	\$22.08/hour	\$22.24/hour	\$22.42/hour
Jan 1, 2021 (PE Adj \$0.35)	\$21.08/hour	\$22.43/hour	\$22.59/hour	\$22.77/hour
April 1, 2021 (1%)	\$21.29/hour	\$22.65/hour	\$22.82/hour	\$23.00/hour
Peer Support Leader				
April 1, 2018 (2.45%)	\$15.62/hour	\$17.96/hour	\$18.11/hour	\$18.27/hour
Jan 1, 2019 (PE Adj \$0.37)	\$15.99/hour	\$18.33/hour	\$18.48/hour	\$18.64/hour
Jan 1, 2020 (PE Adj \$0.35)	\$16.34/hour	\$18.68/hour	\$18.83/hour	\$18.99/hour
April 1, 2020 (1%)	\$16.50/hour	\$18.87/hour	\$19.02/hour	\$19.18/hour
Jan 1, 2021 (PE Adj \$0.35)	\$16.85/hour	\$19.22/hour	\$19.37/hour	\$19.53/hour
April 1, 2021 (1%)	\$17.02/hour	\$19.41/hour	\$19.56/hour	\$19.72/hour

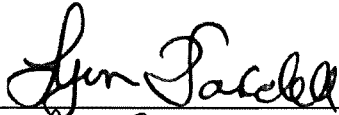
					5	6
					After 4 years FTE Service	After 5 years FTE Service
Peer Support Coordinator (New Classification Jan 18/21)						
	\$23.60/hour	\$24.33/hour	\$25.08/hour	\$25.86/hour	\$26.66/hour	\$27.48/hour
April 1, 2021 (1%)	\$23.84/hour	\$24.57/hour	\$25.33/hour	\$26.12/hour	\$26.93 /hour	\$27.75/hour

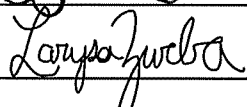
Signed at Woodstock, Ontario this 17th day of January 2022.

**For the Ontario Public Service
Employees Union**

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 DocuSigned by:
 Scott Morrison
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**For the Canadian Mental Health
Association Oxford County Branch:**





 Sarah Aalbers

 Patricia Baigent

