

Collective Agreement

Between

**Ontario Public Service Employees Union
on behalf of its Local 206**

and

**Canadian Mental Health Association
(Hamilton Branch)**

DURATION: April 1, 2021 – March 31, 2023



**Canadian Mental
Health Association**
Hamilton
Mental health for all

**Sector 18
2-206-10446-20230331-18**

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PREAMBLE

The Canadian Mental Health Association, Hamilton Branch, in partnership with its employees and the community aims to assist and encourage clients to achieve and maintain their optimum level of functioning in the community within the framework of self-determination.

ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the CMHA Hamilton and its employees and to establish and maintain mutually satisfactory working conditions, hours of work, and wages and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – SCOPE & RECOGNITION

2.01 The CMHA recognizes OPSEU as the sole and exclusive bargaining agent of all employees of the Canadian Mental Health Association, Hamilton Branch, employed in the City of Hamilton, save and except directors, coordinators and persons above the rank of directors, and coordinators, employees in the Finance and Human Resources department and students funded through the Canada Summer Jobs program or working an unpaid internship as part of an academic program.

2.02 With respect to a newly created position, if the primary duties of that position are the same as those normally assigned to employees in the Bargaining Unit, the person holding that position will be deemed included in the Bargaining Unit.

ARTICLE 3 – DEFINITIONS

3.01 “Agreement” means the Collective Agreement between the CMHA and OPSEU.

3.02 “Bargaining Unit” means the group of employees for whom OPSEU is the sole and exclusive bargaining agent as set out in Article 2.01. Except where the context requires otherwise, any reference to an “employee” in this Agreement shall mean an employee in the Bargaining Unit.

3.03 “CMHA” or “Employer” means the Canadian Mental Health Association, Hamilton Branch.

- 3.04 “Code” means the Ontario Human Rights Code, as may be amended.
- 3.05 “ESA” means the *Employment Standards Act, 2000*, as may be amended.
- 3.06 “LRA” means the Ontario *Labour Relations Act*, as may be amended.
- 3.07 “OPSEU” or “Union” means the Ontario Public Service Employees Union, and its Local 206.
- 3.08 “Party” means either the CMHA or OPSEU.
- 3.09 “Seniority” means the length of an employee’s continuous service in the Bargaining Unit as identified by the employee’s hire date. Continuous service includes a transfer of positions without a break in employment.
- 3.10 “Temporary Employee” means an employee hired on a fixed-term appointment (i.e. with an identified expiry date). The provisions of this Agreement apply to Temporary Employees except where stated otherwise. Subject to operational requirements and where the funding source permits, the Employer will endeavour to hire employees on an indefinite term basis wherever feasible.
- 3.11 “Working Days” means Monday through Friday, excluding the recognized holidays in accordance with Article 18.02.
- 3.12 Any definition in the singular has the corresponding meaning in the plural, and vice-versa.

ARTICLE 4 – UNION SECURITY AND DUES DEDUCTION

- 4.01 The CMHA agrees to deduct union dues from the bi-weekly wages of each employee in the Bargaining Unit, in the amount specified by OPSEU in writing. Any change to that amount shall be communicated to the CMHA, in writing, at least thirty (30) days in advance. In addition, the Employer shall deduct union dues from any retroactive wage payments.
- 4.02 The Employer agrees that it will remit the total amount of such deductions to the Accounting Department of the Union, 100 Lesmill Road, Toronto, Ontario, not later than the 15th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names, employee number or a unique identifier, and the amount deducted. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence.

- 4.03 OPSEU agrees to save the CMHA harmless and to indemnify the CMHA with respect to any claim made against the CMHA, by any employee or group of employees arising out of the deduction of union dues. For the purposes of this Article 4.03, the "CMHA" shall include any of its employees or any member of its Board of Directors.
- 4.04 The Employer agrees to give each employee a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each employee on time for inclusion in their income tax return.

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 obligations, 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 exercise its functions in a manner that is consistent 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.
- 5.04 The Employer agrees not to contract out any work normally performed by members of the Bargaining Unit, if as a result of the contracting out, a lay off of a Bargaining Unit member occurs.

ARTICLE 6 – UNION REPRESENTATION

- 6.01 The Employer agrees to recognize up to three (3) Union Stewards elected or appointed from among the employees in the Bargaining Unit, provided not more than one (1) Union Steward is elected or appointed from any one program having three (3) or fewer employees.
- 6.02 The duty of the Union Stewards shall be to process grievances and represent employee(s) in accordance with Article 7 (Grievance Procedure).
- 6.03 The Union will inform the Employer, in writing, of the names of the Union Stewards and of any subsequent changes and the Employer will not be required to recognize such Union Stewards until notification from the Union has been received.
- 6.04 The Union acknowledges that the Union Stewards are employees and have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their Director. Such permission shall not be withheld unreasonably. Where leave is granted, the time on leave shall be without loss of pay.
- 6.05 All employees, including Union Stewards, require express permission from their Director to attend at the workplace outside of scheduled work hours.

- 6.06 (a) Meetings involving grievances or complaints shall be at times and places agreed to between the Union and the Employer.
- (b) A grievor, Union Steward or an employee whose participation is necessary at a meeting arranged between the Employer and the Union shall attend the meeting without loss of pay.
- 6.07 An employee is entitled to be represented by a Union Steward at any meeting in which discipline is imposed.
- 6.08 Employees shall have the right to the assistance of an OPSEU Staff Representative whenever required for the purpose of assisting with grievances, meetings of the Employer/Employee Relations Committee, occupational health and safety Committee meetings, or other matters at the invitation of the Employer, at no cost to the Employer. The Union agrees that the exercise of this right shall not interfere with the Employer's operation.

Negotiating Committee

- 6.09 (a) The Employer agrees to recognize a negotiating Committee comprised of a Union staff person plus up to four (4) representatives who shall be elected or appointed from among the employees in the Bargaining Unit for the purpose of negotiating the Agreement or its renewal, provided not more than one (1) representative is elected or appointed from any one program having three or fewer employees.
- (b) Employees on the negotiating Committee shall be granted leave for all scheduled negotiating time with the Employer, as that time may be agreed between the Employer and Union. At the Union's request, and with at least fourteen (14) days notice, leave will also be granted for reasonable preparation time.
- (c) During leave, employees' salary, accrual of sick leave credits and applicable benefits shall be maintained by the Employer. The Union shall reimburse the Employer for all salary and benefits costs of employees on leave.

Employer/Employee Relations Committee (EERC)

- 6.10 (a) The purpose of the Employer/Employee Relations Committee is to discuss items of concern to management or employees. The Committee shall not have the power to alter, amend or modify the specific terms of the Agreement. The Committee shall convene at least four (4) times per year

at dates and times as may be agreed between the Parties, and additionally as may be agreed. Committee meetings shall be scheduled for two (2) hours. The Parties shall exchange proposed agenda items at least two (2) weeks prior to the date the Committee is to convene.

- (b) Membership on the Committee shall consist of the Chief Executive Officer, or designate, two (2) people appointed by the Chief Executive Officer, and three (3) people elected or appointed by OPSEU, who must be employees in the Bargaining Unit.
- (c) The Committee shall be co-chaired by one (1) member of the Committee appointed by the Chief Executive Officer and one (1) member appointed by OPSEU.
- (d) Live Minutes shall be kept by one (1) Party, alternating on a meeting-by-meeting basis, approved by the co-Chairs. The final approved Minutes shall be posted on the shared drive.
- (e) Attendance of Committee members at Committee meetings shall be without loss of pay.

6.11 The Parties agree that the Union will arrange to have copies of this Agreement printed. The Employer shall reimburse the Union for the cost of the number of copies the Employer requests. The Employer agrees to upload this Agreement to its website and to include the URL in the written offer of employment. Where required the parties shall co-operate in making the Agreement accessible to employees in alternative formats or languages.

6.12 A new employee will have the opportunity to meet with a Union Steward for a period of up to fifteen (15) minutes during the employee's orientation period without loss of pay.

Bulletin Board

6.13 The Employer will provide a bulletin board for the purpose of posting notices regarding meetings and other matters of Union business at the work site. Notices must be approved by the Chief Executive Officer of CMHA Hamilton, in addition to the Union Local President and/or Union Steward.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 Any dispute involving the application, interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be made the subject of a grievance and an earnest effort shall be made to settle such a grievance as quickly as possible.
- 7.02 A grievance may be filed by the Employer, by an employee or by OPSEU on behalf of a group of employees or in its own right.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee is encouraged and expected to discuss such complaint with their immediate Program Director giving them the opportunity of adjusting their complaint, prior to filing a grievance. Before either Party files a grievance, that Party shall make a good faith effort to resolve the matter through informal means, as may be feasible.

Individual Grievances

Stage 1

- 7.04 An employee (the “grievor”) may file an individual grievance in writing with their immediate Program Director. The written grievance, signed by the grievor and a Union Steward, shall state the nature of the grievance, the specific Article(s) of the Collective Agreement alleged to have been violated, and the re-dress sought. It shall be filed within:
- (i) thirty (30) days of the date the grievor became aware of the circumstances giving rise to the grievance; or
 - (ii) thirty (30) days of the date the grievor ought to have reasonably been aware of circumstances giving rise to the grievance; whichever date is earlier.

The Program Director shall give the grievor their decision in writing within seven (7) days of the submission of the grievance.

Stage 2

- 7.05 If the grievance is not resolved at Stage 1, the grievor may submit the grievance to the Chief Executive Officer, or their designee, who shall hold a meeting with the grievor and their union representative at a mutually agreeable time within fifteen (15) days of receipt of the request. The Chief Executive Officer or their designee

shall deliver their decision in writing within seven (7) days of the meeting. If the grievance is not resolved at Stage 2, the grievor may submit their grievance to arbitration in accordance with Article 8.

Dismissal Grievance

7.06 A claim by an employee that they have been discharged or suspended from employment at CMHA Hamilton, without just cause, shall be treated as an individual grievance if the written claim is lodged with the Employer within thirty (30) days of the discharge or suspension. Such grievance shall commence at Stage 2 of the grievance procedure in accordance with Article 7.05; such grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation or by any other arrangement which is acceptable to the parties.

Policy Grievance

7.07 A grievance filed by OPSEU concerning the interpretation, application or alleged violation of the Agreement shall be originated at Stage 2 within thirty (30) days following the circumstances giving rise to the grievance.

7.08 A policy grievance filed by the Employer shall be submitted to OPSEU Local 206 within thirty (30) days following the circumstances giving rise to the grievance.

Group Grievance

7.09 Where a number of employees have identical grievances and each one would be entitled to grieve separately, OPSEU may present a group grievance on their collective behalf in writing, signed by each employee who is grieving and the Local Union President, or designate. The grievance shall be filed with the Chief Executive Officer or designee, at Stage 2 within thirty (30) calendar days after the circumstances giving rise to the grievance have occurred.

7.10 Time limits referred to in the grievance procedure and arbitration procedure may be extended by mutual agreement if specified in writing.

7.11 The employee has the right to be accompanied and represented by a Union representative at all meetings in the grievance/arbitration procedure.

ARTICLE 8 – ARBITRATION

- 8.01 Where a grievance has not been resolved through the grievance procedure, it may be referred to arbitration, in accordance with the following:
- (a) The Party referring the grievance shall give written notice to the other Party not later than thirty (30) days after the response from Stage 2, or following submission of the grievance in accordance with Articles 7.07 or 7.08, that it intends to refer the matter to arbitration, giving the name and address of the proposed arbitrator.
 - (b) Within ten (10) days after receiving such notice, the other Party shall respond by agreeing to the arbitrator or proposing an alternative Arbitrator(s).
 - (c) Failing agreement within twenty-one (21) days, or such extended period as may be agreed by the Parties, an appointment may be made by the Ministry of Labour at the request of either Party. The single arbitrator shall be bound by all clauses in Article 8.
- 8.02 The arbitrator shall determine the procedure but give full opportunity to OPSEU and the CMHA to present evidence and make representations. The arbitrator shall hear and determine the grievance and issue a decision which is final and binding upon the Parties and upon any employee affected by it.
- 8.03 Each Party shall pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator.
- 8.04 The Parties reserve the right to make application for arbitration in accordance with Section 49 of the *LRA*.
- 8.05 The arbitrator shall not have the authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms or conditions of this Agreement, or in any way modify, add or detract from any of the provisions of this Agreement.
- 8.06 An employee, in addition to the grievor, whose attendance is required by OPSEU at an arbitration hearing shall receive permission to be absent from work, without loss of pay or benefits/pension, provided the employee or OPSEU provides the CMHA with fourteen (14) days written notice. OPSEU shall reimburse the CMHA for the costs of the employee's pay and benefits/pension while away from work.

ARTICLE 9 – DISCHARGE AND DISCIPLINE

- 9.01 Any letter of reprimand, suspension or other disciplinary action shall be removed from the record of an employee eighteen (18) months following the effective date of such letter, suspension or action, provided no further disciplinary action had been taken during that period.
- 9.02 (a) The Employer shall provide an employee with written reasons for any disciplinary action, and with a copy of any adverse letter or report.
- (b) Any verbal warning, counselling, coaching or performance management shall not be considered disciplinary action for purposes of this Article 9.
- 9.03 An employee shall be entitled, by scheduled appointment, to view the contents of their Employee File. An employee may request that inaccurate records be corrected or removed from their file. If the Employer disputes the inaccuracy, the employee may document the disputed inaccuracy for inclusion in their file, which may take the form of a written reply to disciplinary action or any adverse letter or report.
- 9.04 An employee is entitled to be represented by a Union Steward at any meeting in which discipline is imposed. An OPSEU staff representative may also attend at the invitation of the Union Steward.

ARTICLE 10 – JOB SECURITY – LAYOFF & RECALL

Layoff

- 10.01 A layoff is defined as a reduction in the normal hours of a position, or the elimination of one (1) or more Bargaining Unit positions which are occupied by employees at the time of elimination.
- 10.02 In the event more than one (1) employee is employed in the same position within a program, layoffs shall be carried out by reverse order of seniority, provided that the senior employees are able to perform the normal requirements of the work.
- 10.03 (a) Prior to notifying an employee of a layoff, the Employer will offer to meet with the Union to discuss:
- the reasons causing the layoff;
 - the impact, if any, of the layoff to services the Employer will undertake;

- any possible alternatives to layoff, including any opportunity for displacing the employee with the least Seniority, who in turn is subject to layoff;
 - the method of implementation, including identification of the affected employee(s) and the length of notice that will be provided to the employee(s); and
 - ways the Employer can assist the employee(s) to find alternative employment and/or ameliorate the impact of the layoff.
- (b) The Employer undertakes to consider in good faith any comments or suggestions provided by the Union at the meeting referenced in Article 10.03 (a) that may eliminate the need for the layoff or ameliorate the impact of the layoff on employee(s).

10.04 In the event of a layoff of a permanent or long-term nature, the Employer will provide affected employees with one (1) months' notice. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

Recall

10.05 Employees on layoff shall be given preference for temporary work for which they are qualified, if such work is expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept the recall and may instead remain on layoff.

10.06 Employees who are laid off shall be placed on a recall list for up to twenty-four (24) months from the effective date of layoff and shall retain Seniority in accordance with Article 11.07.

10.07 Employees on the recall list shall be recalled in order of Seniority to vacant Bargaining Unit positions for which the employee has the skills, ability, and qualifications to perform the job. Notice of recall shall be sent by registered mail or courier to the last known address of the employee, who shall respond to the recall notice within seven (7) days.

10.08 The rate of pay of an employee who is recalled shall be determined by the classification of the position to which the employee is recalled, at the Step having a rate of pay that is closest to the rate of pay at which the employee was laid off.

10.09 An employee who is recalled and reinstated to a position with a lower rate of pay than the position that the employee occupied at the time of the layoff shall be given the first opportunity to return to their former position, should that position become vacant.

10.10 The Employer shall apply Article 10.07 prior to hiring any new employee.

10.11 Articles 10.01 – 10.10 shall not apply to Temporary Employees. The Employer may terminate a Temporary Employee's appointment prior to its expiry date upon providing written notice or pay-in-lieu of notice in accordance with the *ESA*, to a minimum of two (2) weeks.

Restructuring

10.12 In the event of reorganization or restructuring of the Employer which will have adverse effects upon employees in the Bargaining Unit, the Employer shall notify the Union of such plans as far as practicable in advance so that the parties can meet to discuss possible ways and means of minimizing the impact, including:

- (a) identifying and proposing alternatives to any action that the Employer may be considering;
- (b) identifying and seeking ways to address retraining needs of employees.

ARTICLE 11 – PROBATION & SENIORITY

Probation

11.01 Newly hired employees to the CMHA shall be on probation for a period of six (6) calendar months. The period of probation may be extended by agreement of the CMHA, Union and the employee for a defined period.

11.02 The CMHA shall endeavour to assess an employee's performance no later than three (3) months after the hire date in order to provide the employee a reasonable opportunity, where necessary, to improve performance. A subsequent assessment shall be completed prior to the end of the six (6) month probationary period.

11.03 During the probationary period, the employee 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 Code.

11.04 Notwithstanding Articles 7 and 8, the discipline, termination, or lay-off of an employee on probation shall not be the subject of a grievance and/or arbitration, unless there is an alleged violation of the Code.

11.05 Employees on probation shall accrue vacation but shall not be entitled to take vacation during the probationary period.

Seniority

11.06 The Seniority list will be posted within thirty (30) days after ratification of the Agreement and on or about June 30 and December 31 of each year. It is the employees' obligation to identify any discrepancies with their date of hire and/or Seniority within thirty (30) days of posting; otherwise the Seniority list as posted will be deemed to be correct. A copy of each list shall be supplied to the Union at the time of initial posting and subsequent revision.

Loss of Seniority and Termination of Employment

11.07 Continuity of service shall be considered broken and employment terminated if the employee:

- (a) resigns or retires;
- (b) is discharged (and the discharge is not reversed through the grievance arbitration procedure);
- (c) fails to respond to a recall notice within seven calendar days from the date it is issued by the Employer, by courier, to the employee's last address on file;
- (d) fails to attend at work following a recall notice on the start date indicated in the notice, which shall be no sooner than fourteen (14) days from the date of issuance;
- (e) is laid off for a period in excess of twenty-four (24) months;
- (f) is a Temporary Employee and the appointment has expired and has not been renewed or extended.

ARTICLE 12 – HEALTH AND SAFETY AND WSIB

12.01 The Parties and employees agree to comply with the terms of the *Occupational Health and Safety Act* and the *Workplace Safety and Insurance Act*.

Health & Safety

- 12.02 The Employer agrees to establish and maintain one or more joint Health and Safety Committee(s). The Committee shall be comprised of at least three (3) representatives from the Union who shall be elected or appointed from amongst the employees and at least three (3) representatives from the Employer. Attendance at Committee meetings shall be without loss of pay.
- 12.03 The Employer shall make reasonable provisions for the safety and health of its employees during working hours. It is agreed that both the Employer and the Union shall co-operate in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 12.04 The Employer agrees to provide all safety clothing and equipment required by the Employer. The Employer agrees to pay for any monitoring and testing it requires.

Workplace Safety & Insurance

- 12.05 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the *Workplace Safety & Insurance Act* (“WSIA”), subject to Article 12.06, the employee will continue to receive one hundred (100%) percent of regular salary until sick leave credits, accrued in accordance with Article 19.09, are exhausted or the WSIA claim is approved, whichever occurs first. One (1) credit will be exhausted for each hour absent.
- 12.06 The employee may be required to provide a medical certificate by a qualified physician substantiating the absence.
- 12.07 Where an employee receives an award under the WSIA, the employee shall continue to participate in the benefits plans and the pension and/or GRRSP plans in accordance with Article 20, for a period of up to one (1) year, provided the employee continues to make any required employee contributions to such plans.
- 12.08 While on approved leave, an employee’s service shall be considered continuous for the purposes of determining their Seniority.

ARTICLE 13 – HIRING & TEMPORARY TRANSFERS

Hiring

- 13.01 When a new classification is created or when a permanent or temporary vacancy occurs within the Bargaining Unit, the Employer will post a notice of vacancy for a

period of at least seven (7) days in any electronic, media and/or physical location as deemed appropriate by the Employer. Upon posting the notice of vacancy, it shall also be emailed to all then-current employees at their work email address, with a copy to OPSEU.

13.02 In the event there are employees on the recall list in accordance with Article 10.06, the Employer shall comply with Article 10.07 prior to posting a notice of vacancy.

13.03 The notice of vacancy shall contain:

- (i) the job title and program
- (ii) the location of the program
- (iii) the reporting line and supervisory structure
- (iv) the hours of work for the job, including salary range
- (v) the skills, ability, qualifications and experience required to perform the job
- (vi) a brief description of the nature of the job
- (vii) date of posting and deadline date for application, if any
- (viii) the location or person to whom applications shall be made.

13.04 Upon request, an employee shall be provided a copy of the job description.

13.05 When filling any posted vacancy under this Article 13, the Employer will consider the skills, ability, qualifications and experience (collectively "Qualifications") of all internal candidates required to perform the job in accordance with the job description of the position.

13.06 If the Qualifications of an internal candidate are determined by the Employer to meet a satisfactory standard, the candidate shall be offered the position, in writing. If there are two such internal candidates whose Qualifications are determined by the Employer to be relatively equal, the candidate with the greater seniority shall be offered the position, in writing.

13.07 Upon written acceptance by the successful candidate, all unsuccessful employee candidates shall be notified that the vacancy has been filled.

13.08 The Union shall be provided with the name of the successful candidate and a list of all the names of the unsuccessful employee candidates. The Union shall be notified of the successful candidate's Step placement in accordance with Schedule B.

13.09 If the successful candidate is a current employee, they shall be placed on a familiarization period of sixty (60) working days in the posted position.

- 13.10 During the first thirty (30) working days of the familiarization period, the employee may elect to return to their former position. After the first thirty (30) working days, the employee may elect to return to their former position provided the Employer:
- (i) has determined that the position is vacant and is to be filled; and
 - (ii) has not made an offer of appointment to another candidate, unless that offer has been rejected.
- 13.11 If the Employer decides that the successful candidate is not performing the normal duties of the position adequately, assistance will be provided to the employee to become familiar with the position. In the event the Employer decides within the familiarization period that the employee cannot adequately perform the normal duties of the position, the employee will be returned to the employee's former position. In such cases, the affected employee may elect to grieve management's decision as to the adequacy of performance on the posted job. Any other employee(s) promoted or transferred because of the rearrangement of positions shall also be returned to their former position. The vacancy(s) will be reposted.

Temporary Transfers

- 13.12 The Employer has the exclusive right to temporarily transfer employees across or within job classifications and the right to direct the work function of all employees. Temporary transfers shall be transfers of ninety (90) days or less, except as may be agreed by the Employer, OPSEU and the employee.
- 13.13 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 their regular rate of pay during such temporary transfer.
- 13.14 If the rate of pay for the job to which an employee is temporarily transferred is a higher rated classification they shall be paid not less than Step 1 for that classification. If Step 1 in the higher classification is less than the employee's rate, the employee shall be paid at the Step in the higher classification that is next above their rate.
- 13.15 Articles 13.01 – 13.11 inclusive shall not apply in the case of temporary transfers.
- 13.16 On expiry of the temporary transfer, the employee shall return to their former position at the rate of pay the employee would have earned but for the transfer.

ARTICLE 14 – NO DISCRIMINATION OR HARASSMENT

- 14.01 The Parties and employees agree to comply with the terms of the CMHA *Prevention of Harassment and Discrimination in the Workplace* policy, the *Occupational Health and Safety Act (“OHSA”)*, the *Occupational Health and Safety Amendment Act (Violence and Harassment in the Workplace), 2009 (Bill 168)*, the *Sexual Violence and Harassment Action Plan Act (Supporting Survivors and Challenging Sexual Violence and Harassment), 2016 (Bill 132)* and the Ontario Human Rights Code and agree that there shall be no discrimination on any prohibited grounds or harassment against any employee.
- 14.02 The Parties support the right of individuals to an environment free from bullying or behaviour that is harassing and/or contributes to a toxic work environment. These behaviours shall not be condoned.
- 14.03 The Union and the Employer agree that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees in accordance with the *LRA*, *OHSA* and the Code.
- 14.04 The Employer agrees that there will be no discrimination against any employee by reason of membership or activity in the Union.
- 14.05 The Employer shall accommodate employees in accordance with the Code. An employee, upon request, is entitled to be represented by a Union Steward in any discussions with the Employer related to their accommodation needs.

ARTICLE 15 – TECHNOLOGICAL CHANGE

- 15.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status or working conditions of employees within the Bargaining Unit.
- 15.02 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, which may include providing a period of training to acquire any new skills necessitated by the technological change.
- 15.03 Where the Employer provides a period of training, it will assume the cost of tuition and travel, if any, and as determined necessary by the Employer. There shall be no reduction in normal earnings during the training period of any such employee.

Training shall occur during the employee's normal hours of work whenever possible.

15.04 As soon as practicable and following the application of Article 15.02, employees will be given notice of the impending change in employment status and/or working conditions.

ARTICLE 16 – HOURS OF WORK, OVERTIME & ON-CALL

16.01 The provisions of this Article 16 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, or overtime.

16.02 The terms "week" and "weekly" refer to the period Monday to Sunday.

Hours of Work

- 16.03 (a) employees shall be scheduled weekly hours, normally thirty-five (35) hours per week between the hours of 8:00 a.m. and 4:00 p.m., Monday to Friday;
- (b) part-time employees shall be scheduled weekly hours as needed by the CMHA, normally for less than thirty (30) hours per week;
- (c) casual employees shall not have any scheduled hours but may be offered hours of work on an as-needed basis;
- (d) Temporary Employees may be hired to work on a full-time, part-time basis or casual basis.

16.04 Employees are entitled to a one (1) hour break, without pay, for each shift of at least five (5) hours in duration.

16.05 Employees who are unable to attend work due to illness or other unavoidable reasons shall make every reasonable effort to report the absence to their immediate Director or designate, as soon as possible, or if their immediate Director or designate is unreachable, to the receptionist.

Lieu Time (Full-Time Employees)

16.06 Notwithstanding Article 16.03 (a), the annual salaries set out in Schedule A for full-time employees are inclusive of wages earned for all hours worked up to forty-four (44) per week. Time worked beyond the employee's scheduled hours up to forty-

four (44) hours in a work week shall be credited to the employee as lieu time: time off work, without loss of pay, scheduled as agreed between the employee and the employee's immediate Director.

16.07 All lieu time hours must be authorized in advance by the employee's immediate Director, or where that is not possible, retroactively where the lieu time was justified as a result of an emergency or crisis issue.

Overtime

16.08 All authorized time worked beyond forty-four (44) per week will be considered overtime and will be compensated on the basis of time-and-a-half (1½).

16.09 At the election of the employee, accumulated overtime may be taken as time off without loss of pay. The scheduling of time off shall be subject to the approval of the employee's immediate Director.

16.10 All overtime hours must be authorized in advance by the employee's immediate Director, or where that is not possible, retroactively where the overtime was justified as a result of an emergency or crisis issue.

Special Events

16.11 (a) "Special Event" means a unique work opportunity occurring outside of normal working hours, such as but not limited to a CMHA-hosted fundraising event and the client Christmas dinner/dance.

(b) Employees who indicate their preference to work a Special Event shall be scheduled to work that event. Subject to operational requirements and by reverse order of seniority, employees not indicating such a preference may also be scheduled to work an event.

A. Employees of CMHA hired before July 1, 2019

16.12 In accordance with Article 16.06, full-time employees who work at Special Events are entitled to seven (7) hours lieu time for each Special Event worked. In accordance with Article 16.08 employees who work at Special Events are entitled to overtime where their weekly hours, including the hours at the Special Event, exceed forty-four (44).

16.13 For each Special Event worked, an employee shall be entitled to allocate accrued and owing lieu time and/or vacation against one (1) normally scheduled working day in the period December 27 – 31, inclusive.

B. Employees of CMHA hired after July 1, 2019

16.14 Articles 16.12 and 16.13 shall not apply to employees hired on or after July 1, 2019.

16.15 In accordance with Article 16.06, full-time employees hired after July 1, 2019 who work at Special Events are entitled to hour-for-hour lieu time where their weekly hours, including the hours at the Special Event, exceed thirty-five (35). In accordance with Article 16.08, employees who work at Special Events are entitled to overtime where their weekly hours, including the hours at the Special Event, exceed forty-four (44).

On-Call

16.16 On-Call shall be Program-based. At the Employer's discretion, subject to Articles 16.17 – 16.24, an employee in the Program of (1) Baldwin Housing and Community Support or (2) Mental Health and Justice Housing Support Services, may be notified by their immediate Director that they are On-Call for a specified period.

16.17 An On-Call Period shall be defined as any of the following:

Holidays	Weekend
8:00 p.m. on day before the Holiday – 8:00 a.m. on the Holiday	8:00 p.m. Friday – 8:00 a.m. Saturday
8:00 a.m. on the Holiday – 8:00 p.m. on the Holiday	8:00 a.m. Saturday – 8:00 p.m. Saturday
8:00 p.m. on the Holiday – 8:00 a.m. on the day after the Holiday	8:00 p.m. Saturday – 8:00 a.m. Sunday
	8:00 a.m. Sunday – 8:00 p.m. Sunday
	8:00 p.m. Sunday – 8:00 a.m. Monday

16.18 Where an On-Call schedule is required, employees are required to advise their immediate Director by the first (1st) of every month of any On-Call Period for which they are available to work in the next calendar month; the Employer will post a completed On-Call schedule by the fifteenth (15th) of the month (for the next calendar month).

- 16.19 Where an On-Call schedule is required, employees must be available for at least two (2) On-Call Periods per month. An employee who does not advise their immediate Director of their availability for at least two (2) On-Call Periods by the first (1st) of the month shall be deemed available for any On-Call Period in the next calendar month.
- 16.20 If two (2) or more employees are available for the same On-Call Period for which the Employer requires an On-Call employee, employees shall be notified on the basis of seniority on a rotational basis.
- 16.21 Employees who are On-Call and called to work are expected to report for work as soon as reasonably possible, or at such later time during the specified On-Call Period as may be directed by the employee's immediate Director.
- 16.22 Employees who are On-Call shall be compensated at the rate of four (\$4.00) dollars per hour for all hours not worked during the specified On-Call Period.
- 16.23 Employees who are On-Call shall be compensated at their regularly hourly rate for all hours worked during the specified On-Call Period. Irrespective of the number of hours worked, the Employee shall be compensated, at a minimum, for the minimum number of hours as set out in the *ESA*.
- 16.24 The Employer will consult with the Union in advance prior to any Programs other than those identified in Article 16.16 that may be required to be On-Call, from time to time. The Parties must agree to expand the list of Programs identified in Article 16.16.

ARTICLE 17 – VACATIONS

- 17.01 (a) Vacation is earned and taken in the same calendar year. Subject to Articles 11.05 and 17.06 (b), an employee's vacation for a calendar year is deemed fully earned effective January 1 of that year.
- (b) Notwithstanding Article 17.01 (a), in the calendar year in which an employee's employment ends, the employee's earned vacation for that year shall be based on completed months of service in that year as of the date of cessation in accordance with the rates set out in Article 17.06 (b). Article 22.05 shall apply in the event an employee has taken more vacation than earned as of the date of cessation of employment.
- (c) The employee's Director is responsible for scheduling and approving vacations. The employee's Director will endeavour to schedule vacation on

the basis of employees' preferences, subject to operational requirements, in minimum three (3) hour blocks. When an employee's vacation has been approved, it shall only be altered by mutual agreement, subject to Article 17.04.

- 17.02 (a) An employee may request to carry-over earned and unused vacation to the following year, which request shall not be unreasonably denied.
- (b) If a request is not made all earned and unused vacation at the end of a year will be carried over into the next year or paid out, at the election of the Employer.

17.03 Earned vacation will directly correspond to an employee's years of service, in accordance with the following table:

Years of Service	Earned Vacation	
	Full-Time Employees	Part-Time Employees
Less than 1	70 hours per completed 6-month period	Prorated (regular PT hours per week / 35 * FT accrual)
At least 1 but less than 5	140 hours	
5 or more	175 hours	

- 17.04 (a) If an employee is granted sick leave that begins prior to and extends into scheduled vacation, the period of vacation leave so displaced shall be reinstated for use at a later date or, if requested by the employee and approved by the employee's Director, added to the vacation period.
- (b) Where in respect to any period of vacation leave, an employee is granted bereavement leave, the period of vacation so displaced shall be added to the vacation period, if requested by the employee and approved by the employee's immediate Director, or reinstated for use at a later date. The employee is responsible for notifying their immediate Director of such circumstances when they occur.

17.05 Annual salaries for full-time employees are inclusive of vacation pay. Part-time employees shall receive vacation pay on each bi-weekly pay as required by the *ESA*.

- 17.06 (a) Subject to Article 22.05, all earned and unused vacation shall be paid out upon cessation of employment.
- (b) For the purposes of Article 17.06 (a), vacation is earned at the following rates:
- (i) for those with less than five (5) years of service at the date of cessation, 11.67 hours per completed month of service in the calendar year;
 - (ii) for those with five (5) or more years of service at the date of cessation, 14.58 hours per completed month of service in the calendar year.

17.07 Articles 17.02, 17.03, and 17.06 (b) shall not apply to Temporary Employees. Temporary Employees shall receive two (2) weeks vacation time per twelve (12) months of employment and vacation pay in accordance with Article 17.05.

ARTICLE 18 – HOLIDAYS

18.01 Subject to Articles 18.02 to 18.04, eligibility for holidays and holiday pay shall be governed by the *ESA*.

18.02 For all employees, the CMHA recognizes the following holidays:

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

or any day celebrated in lieu thereof as designated by the CMHA.

18.03 Holiday pay shall be determined in accordance with the *ESA*.

18.04 An employee who is required to work on a holiday shall receive time-and-a-half (1½) for time worked on that holiday plus holiday pay for that day.

ARTICLE 19 – LEAVES

19.01 Subject to the terms of the benefit plans, an employee shall be allowed to continue enrolment in all employee benefit plans while on an approved unpaid leave at the employee's own expense.

19.02 While on approved leave, an employee's service shall be considered continuous for the purposes of determining their Seniority.

Statutory Leave

19.03 Except as may be enhanced by the provisions of this Article 19, all statutory leaves shall be governed by the provisions of the *ESA* and other applicable legislation. Statutory leaves include:

- Pregnancy Leave
- Parental Leave
- Family Medical Leave
- Family Caregiver Leave
- Family Responsibility Leave
- Critical Illness Leave
- Domestic or Sexual Violence Leave

Jury Duty

19.04 Employees required to attend for jury duty shall be granted leave without loss of pay.

Bereavement Leave

19.05 In the event of the death of a member of an employee's immediate family or a person of significance to the employee, upon the employee's request, bereavement leave shall be granted for up to five (5) consecutive days without loss of pay.

19.06 Notwithstanding Article 19.05, at the request of an employee, the employer shall grant an extension of a bereavement leave up to an additional two (2) days without pay except where the employee chooses to allocate accrued and owing vacation, lieu time and/or overtime. Where there is none to allocate, the employee may choose to borrow-forward two (2) days vacation from their next year's entitlement.

Sick Leave, STD and LTD

- 19.07 Full-time employees, following successful completion of their probationary period, are eligible for sick leave, short-term disability and long-term disability in accordance with Articles 19.08 – 19.13.
- 19.08 Full-time employees shall accumulate sick leave credits at a rate of ten and a half (10½) credits for each completed month of service to a maximum of four hundred twenty (420) credits. A completed month is defined as any calendar month in which the employee works at least ten (10) days.
- 19.09 Subject to Article 19.13, if an employee is unable to attend at work due to sickness, illness or injury, the employee will continue to receive one hundred (100%) percent of regular salary until sick leave credits, accrued in accordance with Article 19.08, are exhausted. One (1) credit will be exhausted for each hour absent. Credits may be exhausted in no less than half increments, provided the employee works the balance of that day. Upon cessation of employment for any reason, accrued and unused sick leave credits shall be forfeited and not paid out.
- 19.10 Subject to Article 19.11, if an employee remains unable to attend at work due to sickness, illness or injury, and sick leave credits are exhausted, the employee is eligible for short-term disability leave up to and including the 105th day of disability. During short-term disability leave, the employee shall receive two-thirds (2/3) of regular salary.
- 19.11 For the first five (5) consecutive working days of absence, the employee will not normally be required to provide a medical certificate by a qualified physician substantiating the absence. After the first five (5) consecutive working days, the employee will be required to provide a medical certificate by a qualified physician substantiating the absence, which requirement may be waived by the Employer. An employee who is required to provide a medical certificate and fails to do so is no longer eligible for sick leave or short-term disability leave in accordance with Articles 19.09 and 19.10.
- 19.12 (a) On the 106th day of disability, the employee is eligible for long term disability, subject to Article 20 and the terms of the Long-Term Disability Insurance Program.
- (b) Article 19.12 (a) shall not apply to Temporary Employees.
- 19.13 Pay for absence(s) due to sickness, illness or injury provided in accordance with Articles 19.09 and 19.10 is provided for the sole and only purpose of protecting employees against loss of income for absences due to sickness, illness or injury

which are not compensatory under the *Workplace Safety and Insurance Act*, the *Employment Insurance Act* or from any other source.

Union Leave

19.14 With at least ten (10) days' notice, an employee may request an unpaid leave of absence to attend a Union function, which request shall not be unreasonably denied. During such leave-of-absence, the employee's salary and benefits shall be maintained by the employer and the Union agrees to reimburse the Employer for all related costs.

19.15 (a) An employee who is elected or appointed to a full-time position with OPSEU, or as an Executive Board Member of the Union shall be granted an unpaid leave of absence for up to twenty-four (24) months. If the employee's position is eliminated during the leave, the employee shall be entitled to return to a comparable position with no decrease in pay.

(b) Article 19.15 (a) shall not apply to Temporary Employees.

19.16 An employee who is elected or appointed to a position as a Union Trustee of the OPSEU Pension Plan shall be granted an unpaid leave of absence to attend trustee and Committee meetings, subject to the reasonable operational requirements of the Employer.

Educational Leave

19.17 An employee may request a leave of absence for the purpose of advancing their education or skills development, which request shall not be unreasonably denied. If approved, such leave may be unpaid or without loss of pay, at the discretion of the Employer.

Family Responsibility Leave

19.18 Full-time employees may use accrued sick leave credits for the purpose of family responsibility leave, without loss of pay. If an employee's sick leave credits have been exhausted, the employee may request an unpaid family responsibility leave.

ARTICLE 20 – BENEFITS AND PENSION

Benefits (Full-Time Employees Only)

- 20.01 The CMHA is a sponsor to the following benefits plans: Health, Dental, Group Life, AD&D and Long Term Disability Insurance Program. Participation for full-time employees in these benefits commences on the first (1st) of the month following three (3) complete calendar months after the date of hire.
- 20.02 The benefits shall be as more particularly described and set forth in the respective plan documents and policies of insurance that are in effect. Any dispute over payment of benefits under such plans or policies shall be adjusted between the employee and the insurer concerned. The CMHA will use its best efforts to assist in the settlement of any such disputes.
- 20.03 Notwithstanding anything to the contrary in the provisions of this Agreement, the benefits and plans of insurance are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The responsibility rests with the employee to complete all eligibility requirements of the existing carriers of all benefits under this Agreement.
- 20.04 The CMHA agrees to pay one hundred (100%) percent of the premium cost of Health, Dental and Group Life benefits.
- 20.05 Participation in CMHA's Long Term Disability Insurance Program is mandatory. Premiums are paid one hundred (100%) percent by the employee by payroll deduction.
- 20.06 Participation in CMHA's optional Group Life, Dependent Group Life and AD&D benefits is optional. Premiums are paid one hundred (100%) percent by the employer.

Pension & GRRSP

- 20.07 Employees are eligible to participate in the CMHA National pension plan and/or the CMHA National Group RRSP, subject to, and in accordance with, the terms of the plan texts. Participation for full-time employees commences on the first (1st) of the month following one (1) complete year after the date of hire.
- 20.08 Articles 20.01 – 20.07 shall not apply to Temporary Employees.

ARTICLE 21 – TERM

- 21.01 The term of this Agreement shall be from April 1, 2021 to and including March 31, 2023.
- 21.02 There shall be no strikes or lock-outs during the term of this Agreement as provided in the *LRA*.
- 21.03 This Agreement shall continue from year to year thereafter unless either Party gives the other Party notice to bargain in writing in accordance with the *LRA*, Section 59.
- 21.04 On receipt of such notice by either Party, the two (2) Parties shall meet and bargain in good faith to reach a renewal Agreement.
- 21.05 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 22 – WAGES AND CLASSIFICATIONS

- 22.01 The job classifications and rates of pay shall be as set forth in Schedule A attached hereto and forming part of this Agreement.
- 22.02 Employees shall be entitled to grid progression. Grid progression will occur effective April 1 each year, beginning with the April 1 following a minimum period of six (6) months employment with the CMHA. Employees shall progress only one (1) step on the grid in any one year until the maximum step is reached.
- 22.03 When a new classification is to be created or an existing classification within the Bargaining Unit is to be revised; the Employer shall notify the Union and provide all relevant information concerning the proposed new or revised classification. The Parties shall meet within thirty (30) days to negotiate the salary range for the new or revised classification. Should no agreement be reached between the Parties then the Employer will set the salary range for the new or revised classification, subject to the right of the Parties to have the rate determined by arbitration.

- 22.04 Wages are paid biweekly, every second (2nd) 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, donations, and all other deductions itemized. T-4 statements shall include charitable contributions.
- 22.05 It is acknowledged that the CMHA may recover one hundred (100%) percent of overpaid wages, vacation pay, benefits or other amounts from an employee by automatic deduction of wages owing. It is agreed that this Article 22.05 satisfies the requirements for written authorization set out in Section 13(5) of the *ESA*.

ARTICLE 23 – GENERAL PROVISIONS

- 23.01 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 Chief Executive Officer, or designate, and the OPSEU Staff Representative and the President of OPSEU Local 206.
- 23.02 Every employee required to use their automobile for CMHA-related business shall carry a minimum of one million (\$1,000,000) liability insurance on their personal automobile insurance policy. It is understood that employees are not permitted to transport clients in their vehicles.
- 23.03 All Letters of Agreement, Schedules, and Appendices to this Agreement shall be considered attached to and part of this Agreement.

ARTICLE 24 – PROFESSIONAL DEVELOPMENT

- 24.01 The Parties recognize the importance of continuing professional development opportunities that will enable staff to keep abreast of new ideas and to enhance the skills required for their current, or a prospective, job at the CMHA.
- 24.02 Employees shall prepare a Professional Development Plan, which may include a proposal for the contribution of funds by the Employer toward the cost of a course, conference, workshop etc., and related expenses. The Plan is subject to the approval of the Employer and any funds shall be allocated at the discretion of the Employer.
- 24.03 Notwithstanding Article 24.02, the employee may submit for approval an amended Professional Development Plan at any time.

24.04 Irrespective of whether or not any funds are allocated by the Employer towards an employee's professional development, a request for unpaid leave for such purpose shall not be unreasonably denied.

ARTICLE 25 – EXPENSES

Transportation/Mileage

25.01 Employees using their personal vehicle for business use shall be provided fifty-two (\$0.52) cents per kilometre for any travel exceeding the total distance of the employee's usual round-trip to and from their regular place of employment and their residence.

Travel Expenses

25.02 While attending a training, conference or similar work-related event at locations outside of Hamilton, and such event extends into the evening hours, the Employee shall be reimbursed for the cost of dinner up to a maximum of thirty (\$30.00) dollars. If the employee is spending the night at the event location (with the pre-approval of the Employer), the employee shall be reimbursed for the cost of breakfast the following day up to a maximum of fifteen (\$15.00) dollars. Reimbursement shall not be provided if dinner/breakfast is provided as part of the event.

SIGNED AT HAMILTON THIS 15th DAY OF June, 2022.

FOR THE UNION

FOR CANADIAN MENTAL HEALTH ASSOCIATION (HAMILTON BRANCH)

DocuSigned by:
Frank Joseph
Frank Joseph 1D43631130AB40B...

DocuSigned by:
Louise Balcomb
Louise Balcomb E3258C320F9D4EA...

DocuSigned by:
Francis Joaquim
Francis Joaquim A8C0D00CA84D4B9...

DocuSigned by:
Margaret Foley
Margaret Foley 5E68A9FA99634AE...

DocuSigned by:
Luisa Caruso
Luisa Caruso 78C12439CCC243D...

DocuSigned by:
Joel Perez
Joel Perez 2A08F69FFF1A4EE...

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Sandra Cabral-Belfiore
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Sue Phipps
Sue Phipps 3ADC5A6E8342497...

DocuSigned by:
Shannon Morton
Shannon Morton 4A66BBE34F224F9...

DocuSigned by:
Marc Casey
Marc Casey FFD6890C9856400...

SCHEDULE A – WAGE GRID¹

Effective January 1, 2021 ² (2.5%)									
Classification	Position	Annual Salary ³ (gross)							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Registered Nurse	\$61,251	\$62,307	\$63,364	\$64,420	\$65,476	\$66,532	\$67,588	\$68,644
2	Case Manager ⁴	\$58,083	\$59,139	\$60,195	\$61,251	\$62,307	\$63,364	\$64,420	\$65,476
3	Mental Health Promotion Facilitator	\$55,971	\$57,027	\$58,083	\$59,139	\$60,195	\$61,251	\$62,307	\$63,364
4	Housing Support Worker	\$40,130	\$41,186	\$42,242	\$43,298	\$44,354	\$45,411	\$46,467	\$47,523
5	Community Support Worker	\$38,018	\$39,074	\$40,130	\$41,186	\$42,242	\$43,298	\$44,354	\$45,411
6	Rehabilitation Counsellor	\$35,378	\$36,434	\$37,490	\$38,546	\$39,602	\$40,658	\$41,714	\$42,770
7	Program Assistant/ Receptionist	\$30,626	\$31,682	\$32,738	\$33,794	\$34,850	\$35,906	\$36,962	\$38,018
8	ESRPP (Therapeutic Recreationist)	\$28,830	\$28,830	\$28,830	\$28,830	\$28,830	\$28,830	\$28,830	\$28,830

Notes

1. The wage grid provides annual salaries applicable to full-time employees. The hourly rate for part-time employees shall be the equivalent full-time annual salary divided by 1820 hours.

2. The implementation date shall be the second (2nd) regular pay date following January 1, 2021.
3. A newly-hired employee may be hired at any Step subject to, and in accordance with, Schedule B. An internal employee who accepts a position at a higher Classification (e.g. a promotion) shall be placed in the higher Classification at the Step that is equal to the employee's current salary, and if that is not possible, at the next highest Step. An internal employee who accepts a position at a lower Classification (e.g. a demotion) shall be placed in the lower Classification at the same Step or, at the Employer's election, any higher Step.
4. Classification 2 includes the following positions: Case Manager (Concurrent); Case Manager (MHCSS); Case Manager (Intensive); Case Manager (Transitional); and Case Manager (Release from Custody).

SCHEDULE A – WAGE GRID¹

Effective April 1, 2021									
Classification	Position	Annual Salary ² (gross)							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Registered Nurse	\$61,251	\$62,307	\$63,364	\$64,420	\$65,476	\$66,532	\$67,588	\$68,644
2	Case Manager ³	\$58,083	\$59,139	\$60,195	\$61,251	\$62,307	\$63,364	\$64,420	\$65,476
3	Mental Health Promotion Facilitator	\$55,971	\$57,027	\$58,083	\$59,139	\$60,195	\$61,251	\$62,307	\$63,364
4	Housing Support Worker	\$40,130	\$41,186	\$42,242	\$43,298	\$44,354	\$45,411	\$46,467	\$47,523
5	Community Support Worker	\$38,018	\$39,074	\$40,130	\$41,186	\$42,242	\$43,298	\$44,354	\$45,411
6	Rehabilitation Counsellor	\$35,378	\$36,434	\$37,490	\$38,546	\$39,602	\$40,658	\$41,714	\$42,770
7	Program Assistant/ Receptionist	\$30,626	\$31,682	\$32,738	\$33,794	\$34,850	\$35,906	\$36,962	\$38,018
8	ESRPP (Therapeutic Recreationist)	\$34,330	\$34,330	\$34,330	\$34,330	\$34,330	\$34,330	\$34,330	\$34,330

Notes

1. The wage grid provides annual salaries applicable to full-time employees. The hourly rate for part-time employees shall be the equivalent full-time annual salary divided by 1820 hours.

2. A newly-hired employee may be hired at any Step subject to, and in accordance with, Schedule B. An internal employee who accepts a position at a higher Classification (e.g. a promotion) shall be placed in the higher Classification at the Step that is equal to the employee's current salary, and if that is not possible, at the next highest Step. An internal employee who accepts a position at a lower Classification (e.g. a demotion) shall be placed in the lower Classification at the same Step or, at the Employer's election, any higher Step.
3. Classification 2 includes the following positions: Case Manager (Concurrent); Case Manager (MHCSS); Case Manager (Intensive); Case Manager (Transitional); and Case Manager (Release from Custody).
4. The ESRRP salary/wage rate (\$34,330, representing an increase of \$2.89/h) shall be effective retroactively to January 1, 2018. Any current employee in this position on the Date of Ratification will receive a retroactive pay adjustment, subject to applicable taxes and union dues.

SCHEDULE A – WAGE GRID¹

Effective April 1, 2022 (1.6%)									
Classification	Position	Annual Salary ² (gross)							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Registered Nurse	\$62,231	\$63,304	\$64,378	\$65,451	\$66,524	\$67,597	\$68,669	\$69,742
2	Case Manager ³	\$59,012	\$60,085	\$61,158	\$62,231	\$63,304	\$64,378	\$65,451	\$66,524
3	Mental Health Promotion Facilitator	\$56,867	\$57,939	\$59,012	\$60,085	\$61,158	\$62,231	\$63,304	\$64,378
4	Housing Support Worker	\$40,772	\$41,845	\$42,918	\$43,991	\$45,064	\$46,138	\$47,210	\$48,283
5	Community Support Worker	\$38,626	\$39,699	\$40,772	\$41,845	\$42,918	\$43,991	\$45,064	\$46,138
6	Rehabilitation Counsellor	\$35,944	\$37,017	\$38,090	\$39,163	\$40,236	\$41,309	\$42,381	\$43,454
7	Program Assistant/ Receptionist	\$31,116	\$32,189	\$33,262	\$34,335	\$35,408	\$36,480	\$37,553	\$38,626
8	ESRPP (Therapeutic Recreationist)	\$34,879	\$34,879	\$34,879	\$34,879	\$34,879	\$34,879	\$34,879	\$34,879

Notes

1. The wage grid provides annual salaries applicable to full-time employees. The hourly rate for part-time employees shall be the equivalent full-time annual salary divided by 1820 hours.

2. A newly-hired employee may be hired at any Step subject to, and in accordance with, Schedule B. An internal employee who accepts a position at a higher Classification (e.g. a promotion) shall be placed in the higher Classification at the Step that is equal to the employee's current salary, and if that is not possible, at the next highest Step. An internal employee who accepts a position at a lower Classification (e.g. a demotion) shall be placed in the lower Classification at the same Step or, at the Employer's election, any higher Step.

3. Classification 2 includes the following positions: Case Manager (Concurrent); Case Manager (MHCSS); Case Manager (Intensive); Case Manager (Transitional); and Case Manager (Release from Custody).

SCHEDULE A-1 – LUMP SUM PAYMENTS

Any employee who is employed on the Date of Ratification shall receive a one-time lump sum payment of seven hundred fifty (\$750.00) dollars, subject to applicable taxes and union dues. The payment shall be made on the first (1st) pay day following Date of Ratification by direct deposit.

SCHEDULE B – MATRIX FOR STEP PLACEMENT OF NEW HIRES

Relevant Education	Relevant On-The-Job Experience (Years)							
	2 or less	2+	3+	4+	5+	6+	7+	8+
Bachelor's Degree	A1	A2	A3	A4	A5	A6	A7	A8
Master's Degree	B1	B2	B3	B4	B5	B6	B6	B6
Completion of 2-year formal post-secondary program at a community college	C1	C2	C3	C4	C5	C6	C7	C8
Completion of 3-year formal post-secondary program at a community college	D1	D2	D3	D4	D5	D6	D6	D6

Classification	Position	Step Placement for New Hires							
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1	Registered Nurse	A1	A2	A3	A4	A5	A6	A7	A8
				B1	B2	B3	B4	B5	B6
2	Case Manager ²	A1	A2	A3	A4	A5	A6	A7	A8
				B1	B2	B3	B4	B5	B6
3	Mental Health Promotion Facilitator	A1	A2	A3	A4	A5	A6	A7	A8
				B1	B2	B3	B4	B5	B6
4	Housing Support Worker			A1	A2	A3	A4	A5	A6
						B1	B2	B3	B4
		C1	C2	C3	C4	C5	C6	C7	C8
				D1	D2	D3	D4	D5	D6
5	Community Support Worker			A1	A2	A3	A4	A5	A6
						B1	B2	B3	B4
		C1	C2	C3	C4	C5	C6	C7	C8
				D1	D2	D3	D4	D5	D6
6	Rehabilitation Counsellor			A1	A2	A3	A4	A5	A6
						B1	B2	B3	B4
		C1	C2	C3	C4	C5	C6	C7	C8
				D1	D2	D3	D4	D5	D6
7	Program Assistant/ Receptionist	C1	C2	C3	C4	C5	C6	C7	C8
				D1	D2	D3	D4	D5	D6
8	ESRPP (Therapeutic Recreationist)	C1	C2	C3	C4	C5	C6	C7	C8
		D1	D2	D3	D4	D5	D6	D6	D6

SCHEDULE C – TRANSITION

The provisions of this Agreement shall take effect beginning on the Date of Ratification, except as specifically noted in the Agreement otherwise.

The Date of Ratification means the date that is the later of:

- (1) The date the Union has received written notice from the Employer confirming the approval of the Collective Agreement by the CMHA Board of Directors; and
- (2) the date the Employer has received written notice from the Union confirming ratification of the Collective Agreement by the Bargaining Unit.

LETTER OF UNDERSTANDING

Between

The Ontario Public Service Employees Union Local 206

And

**Canadian Mental Health Association
(Hamilton Branch)**

RE: SUMMER DAYS TIME OFF PROGRAM

Full-time employees may participate in the Summer Day Time Off Program. Employees who choose to participate shall work an additional thirty (30) minutes each day from 4:00 p.m. to 4:30 p.m. during the months September to May* until the employee has accumulated eighty-four (84) hours. During the following summer (the twelve [12] week period ending with the first (1st) full week prior to Labour Day), the employee shall be entitled to work a four (4) day work week, without loss of pay. At the request of the employee, subject to the approval of the employee's Director, the four (4) day work week shall be either Monday to Thursday or Tuesday to Friday.

The Program shall be in effect for the life of this Agreement. During this period, the Employer will review the impact of the Program on client service, operational efficiency and effectiveness. Continuation of the Program beyond the summer of 2023 is subject to mutual agreement as may be negotiated during collective bargaining for a renewal Collective Agreement.

** ending on the date in May that is 168 business days after Labour Day*