

# COLLECTIVE AGREEMENT

BETWEEN:

CANADIAN MENTAL HEALTH ASSOCIATION  
NIAGARA BRANCH

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

**April 1, 2022 to March 31, 2025**

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## AGREEMENT

Between:

CANADIAN MENTAL HEALTH ASSOCIATION  
NIAGARA BRANCH

And:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

### ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to the Agreement:

1. To foster and maintain harmonious relations between the Employer and the Union and provide fair and consistent treatment for all employees in the Bargaining Unit.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, etc.
3. To provide working conditions that result in effective achievement of program objectives, staff development and growth.
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

### ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union acknowledges and recognizes that the management of the Employer's operations and direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer 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;
- (b) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by all employees;
- (c) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, suspend or otherwise discipline employees, provided that a claim of discharge without just cause by an employee who has successfully completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided.

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- (d) Determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance, plan, direct, control and alter all operations, determine in the interest of efficient operation and highest standards of service the direction of the working forces, the number of personnel required, the services to be provided and the methods, procedures and equipment to be used in connection therewith, determine the descriptions of the jobs, the classifications and the hours of work, establish, modify, combine or abolish job classifications and create, modify, eliminate or discontinue any job in whole or in part of the work assignments, the methods of doing the work and the working establishment for any service and the standards of performance for all employees, may require the medical examination of an employee at the Employer's expense by a physician designated or approved by it.
- (e) Determine the qualifications of employees, the number of employees required by the Employer at any one time, introduce new and improved methods, facilities, equipment, control the amount of supervision necessary, to increase or reduce personnel in any particular area, generally, solely and exclusively manage the Agency and its operations without interference subject to the express terms of this Agreement.
- (f) Managers or supervisors shall not perform work of the type and grade regularly performed by members of the bargaining unit except:
- In cases of emergencies,
  - For purposes of instruction or training.

### ARTICLE 3 - RECOGNITION

#### 3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 1287 as the sole and exclusive collective bargaining agent for all employees of the Canadian Mental Health Association – Niagara Branch in the Regional Municipality of Niagara, save and except Executive Director, Managers, office and clerical employees and students engaged in co-operative education programs.

#### 3.02 No Other Agreements

No bargaining unit employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative, which may conflict with the terms of this Collective Agreement.

#### 3.03 Definition of Employment Status

##### (a) Full-Time

Full-time employees are those who regularly work 35 hours or 37.5 hours per week, as per their signed employment contract.

(b) Part-Time

A part time employee means an employee who has successfully completed their probationary period and works on a regular basis for less than thirty-five (35) hours per week and who is not a temporary employee.

(c) Project/Contract Staff

It is understood and agreed that from time to time as a result of the availability of unspent or one-time funding the Employer may engage staff on a temporary basis for defined projects. Such employees will not be covered by the terms and conditions of the Collective Agreement, but should such funding be renewed or become available for a period of in excess of one (1) year the parties will meet to review the status of the project and the inclusion of the position in the contract.

(d) Temporary

(i) Temporary employees are those who are retained to fill temporary positions.

a) Any external hire employed on a temporary posting shall be covered by the terms of this Agreement except that they shall not accumulate seniority unless subsequently employed as a regular employee.

b) In the event that an external hire becomes a bargaining unit employee the employee will be credited with seniority for their time worked.

(e) Relief

Relief staff are those employees who work on a casual or hourly basis, or who are called into work when needed by the Employer or who work on an intermittent basis.

3.04 Volunteers

Both the Employer and the Union recognize that volunteers can and may perform a useful function in assisting the Association in meeting its objectives.

(a) Volunteers are exempt from article 3.01 (Recognition) and shall not be paid.

(b) The Employer agrees that volunteers will not do work of bargaining unit employees and no bargaining unit employee(s) shall be replaced either temporarily or permanently with a volunteer worker(s) nor shall an employee(s) be laid off as a result of the Employer utilizing the services of volunteers.

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#### ARTICLE 4 – NO DISCRIMINATION

4.01 The Parties shall not discriminate against employees with respect to the terms or conditions of employment on the grounds of race, creed, color, age, sex, marital status, family status, religion, nationality, ancestry, place of origin, political affiliation or activity, or sexual orientation or disability/handicap.

There shall be no discrimination against or intimidation of any employee for reasons of Union membership or for Union activity or for exercising rights found in the Labour Laws of Ontario.

4.02 The parties agree that there shall be no discrimination or harassment practiced against any employee, in accordance with all relevant Federal and Provincial legislation and agency policy. The investigation procedure is outlined in the Respectful Workplace policy. The parties further agree that it is in their mutual interest to ensure the workplace environment is respectful and free of inappropriate behavior or other offensive conduct.

Employees may choose a Union Representative to assist them in presenting such a complaint. Both the complainant and respondent are entitled to Union Representation throughout an investigation process.

#### ARTICLE 5 – UNION MEMBERSHIP

5.01 The Employer agrees that all employees currently members of the Union shall remain members of the Union and all new hires shall become members of the Union as a condition of their continued employment.

#### ARTICLE 6 – CHECK OFF OF UNION DUES

##### 6.01 Check of Payments

The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members.

##### 6.02 Deductions

- (a) Deductions shall be forwarded to the Treasurer of CUPE Local 1287, located at 133 Front Street North, Unit #3, Thorold, Ontario, L2V 0A3, not later than the 10<sup>th</sup> day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names, addresses and classifications of those employees from whose wages the deductions have been made.
- (b) The Union agrees to save the Employer harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made, or payments made in accordance with this Collective Agreement.

### 6.03 Dues Receipts

The Employer shall ensure the amount of Union dues paid by Bargaining Unit members in the previous year appears on their Income Tax (T4) slips.

## ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

### 7.01 Potential Employees

The Employer agrees to acquaint potential bargaining unit employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check off.

### 7.02 Interviewing Opportunity

On commencing employment, the bargaining unit employee's immediate Supervisor shall introduce the new employee to their Union Steward or Representative. The Steward or Representative shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of sixty (60) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership, review the Collective Agreement and their responsibilities and obligations to the Employer and the Union.

## ARTICLE 8 – CORRESPONDENCE

### 8.01 Correspondence

- (a) All correspondence, email, and notices between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the President or Designate and the Recording Secretary of the Union and the Executive Director or their designate of the Agency. A copy of any correspondence, email, or notices between the Employer or their designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the President or Designate and the Recording Secretary of the Union or their designate.
- (b) It shall be the responsibility of employees to keep the Employer informed of their current address and telephone number and emergency contact information. If an employee fails to do this, the Employer will not be responsible for failing to reach an employee or failing to give a notice.
- (c) An employee shall have the right to have access to and review their personnel file upon providing the Employer with forty-eight (48) hours written notice.

#### 8.02 Union Notification

The Union shall be notified of all appointments, hiring's, layoffs, recalls, resignations, and terminations, of Bargaining Unit employees within five (5) working days of occurrence. Where feasible, the Employer will provide three (3) days' notice of termination of any member of the Bargaining Unit to the Union President or Designate.

#### 8.03 Employer Policies

All employees will receive a copy of Employer policies in electronic form.

### ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

#### 9.01 Establishment of Committee

- (a) It is agreed by the Union and the Employer that a Labour Management Relations Committee be maintained for the purpose of an interchange of ideas and information on matters of mutual interest and concern.
- (b) It is the Labour Management Relations Committee's duty to maintain and update the Terms of Reference as needed.

#### 9.02 Chairperson of the Meeting

An Employer representative and the Union representative shall alternate being designated as Chairperson.

#### 9.03 Minutes of meeting

Minutes of each meeting shall be prepared by the Chairperson and a copy shall be forwarded to the members of the committee and the Recording Secretary of the Union.

### ARTICLE 10 – UNION STEWARDS AND COMMITTEES

#### 10.01 Union Stewards

- (a) No employee or group of employees shall undertake to represent the Bargaining Unit at meetings with the Employer without the proper authorization of the Union.
- (b) The Union shall provide the Employer with the names of its executive officers, Bargaining Unit Representatives and Stewards and the Local Unions assigned CUPE National Staff Representative. The Employer will provide the Union with a list of its Supervisory personnel with whom the Union is required to transact business.

- (c) The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit.

#### 10.02 Union Bargaining Committee

A Union bargaining committee shall be elected or appointed and consist of three (3) members of the Bargaining Unit, the President of the Local and or their designate and representative(s) of the National Union. The Union will advise the Employer of the members of the committee.

#### 10.03 Time off for Meeting

Any representative of the Union or the bargaining committee, who is in the employ of the Employer, shall have the right to attend meetings between the Union and the Employer held within working hours without loss of remuneration.

### ARTICLE 11 – MOTIONS/RESOLUTIONS/BYLAWS

- 11.01 Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Employer other than in-camera deliberations, which affect the members of the bargaining unit, shall be forwarded to the President or Designate, and the Recording Secretary of the Union and a copy posted on employee bulletin boards as soon as Minutes have been completed.

### ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.01 It is the mutual desire of the Employer and the Union to address and resolve all complaints and grievances as quickly as possible.
- 12.02 (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- (b) Written individual, policy or group grievances shall set out clearly the issue(s) being grieved, the articles of the Collective Agreement claimed to be violated and the specific resolution sought.
- (c) The reference to working days in article 12 excludes Saturday, Sunday, and public holidays.
- 12.03 Complaint Stage: The parties agree that reasonable efforts will be made to resolve complaints informally before resorting to the formal grievance procedure. Accordingly, before a complaint is reduced to writing, any employee who has a complaint or grievance shall, with the presence of a Steward if desired, discuss the matter with their Supervisor and/or Manager within five (5) working days after the employee/Union became aware, or should have reasonably become aware, of the

circumstances giving rise to the grievance. The Supervisor and/or Manager (or the Supervisor's and/or Manager's designate) shall give their verbal answer within five (5) working days thereafter.

#### 12.04 Settling of Grievances

##### STEP 1

Any employee having a grievance which has not been settled under the Complaint section of this Article shall present their grievance in writing to their immediate Supervisor within five (5) working days after the verbal response of the Supervisor and/or Manager but not thereafter. The immediate Supervisor shall provide a written answer within five (5) working days after receipt of the written grievance.

##### STEP 2

Any employee having a grievance that has not been settled under Step 1 shall refer the grievance in writing to the Executive Director within five (5) working days after the day on which the immediate Supervisor provides their written answer under Step 1. The Executive Director or the Executive Director's designate shall hold a meeting within five (5) working days. The Executive Director shall deliver a final written response to the employee within five (5) working days after the called meeting.

##### STEP 3

- (a) Failing settlement at Step 2 of the grievance procedure the Union may refer the dispute to arbitration within ninety (90) days of the employer's response.
- (b) Notwithstanding the provisions of the preceding section of this article, any grievance which alleges the improper discharge or suspension of an employee shall commence at Step 2 within five (5) working days after the employee is notified of their discharge or suspension.

#### 12.05 Employer Grievance

Any Employer grievance shall be presented in writing to the Union representative within five (5) working days after the occurrence of the circumstances giving rise to the grievance. The Local Union President shall provide a final written answer to the Executive Director within five (5) working days after receipt of the grievance.

#### 12.06 Policy/Group Grievance

A policy grievance shall commence at Step 2 of the grievance procedure within five (5) working days of becoming aware of the circumstances giving rise to the grievance. Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this article may be bypassed.

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12.07 The Union and or its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such grievance shall commence at Step 2.

12.08 In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

12.09 Grievance Mediation Officer

(a) Prior to proceeding to arbitration, if the parties agree to utilize the services of a Grievance Mediation Officer, all time limits to proceed to arbitration will be suspended. If the grievance is not resolved at the Mediation meeting the time limits to proceed to arbitration will commence on the first day after the grievance mediation meeting.

(b) The cost of a Grievance Mediation Officers service will be jointly shared between the Union and the Employer.

12.10 Grievances

Representatives of the Bargaining Unit shall not suffer any loss of pay when required to leave their employment temporarily in connection with the grievance procedure up to but not including a referral to arbitration or thereafter.

12.11 Permission to Leave Work

The Employer agrees that Union Representatives shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Union Representative is employed to perform full time/part time work for the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no steward shall leave their work without obtaining the permission of their Supervisor, which permission shall not be withheld unjustly.

Union Representatives will seek permission from their supervisor, in writing when they leave work during working hours for Union-related work.

ARTICLE 13 – ARBITRATION

13.01 It is agreed that any grievance which has been properly processed through all the applicable steps of the grievance procedure set forth in this Agreement and which has not been settled or abandoned shall be referred to arbitration if either of the parties to this Agreement presents a written notice of submission to arbitration to the other party within twenty (20) calendar days after receipt of the final written answer to the grievance.

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- 13.02 (a) If the parties have failed to agree upon an arbitrator within ten (10) working days from the date on which written notice of submission to arbitration was presented, either party may request the Ontario Minister of Labour to appoint an arbitrator
- (b) Either party may elect to have any grievance heard by a three-person Board of Arbitration and if a party, so elects shall name its nominee to such a Board either at the time the referral to arbitration is made or, alternatively, notice of referral is received.
- 13.03 The Arbitrator, or Board shall not have any power or authority to alter, add to, subtract from, modify, or otherwise change any of the provisions of this Agreement, or to substitute any new provision for an existing provision or to make any decision inconsistent with the provisions of this Agreement.
- 13.04 The Arbitrator, or Board, shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 13.05 Each party shall pay:
- (a) the fees and expenses of its own nominee that it appoints
- (b) one-half (1/2) of the fees and expenses of the arbitration chairperson.
- (c) In the event that an employee is subpoenaed to or requested to attend an arbitration hearing, the party that issues the subpoena or request will bear the cost of the employees' wages.
- 13.06 The time limits specified in the arbitration procedure may be altered on the written agreement of the parties.
- 13.07 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee or employees involved and any necessary witnesses.

#### ARTICLE 14 – DISCHARGE/SUSPENSION/DISCIPLINE

##### 14.01 Discharge Procedure

The Employer agrees to provide a written notice of discipline or discharge to the employee concerned and to the Union, containing the reason for such discipline. Such notice shall be issued with reasonable promptness after the Employer has become aware of the events giving rise to the discipline.

14.02 A discharge grievance may be commenced at Step 2 of the grievance procedure.

14.03 (a) The Employer will not rely upon or refer to discipline notations and written warnings contained in employee's file after twelve (12) months if there has been no intervening disciplinary action taken by the Employer.

- (b) The Employer will not rely upon or refer to discipline where a suspension was part of the discipline in an employee's file after eighteen (18) months if there has been no intervening suspension.

14.04 Where a Supervisor/Manager intends to impose discipline on an employee the Supervisor/Manager shall so notify the union and the employee in order that the union may be present at the time the discipline is imposed.

#### ARTICLE 15 – SENIORITY

15.01 For the purpose of this agreement, seniority is defined as the length of service of any employee of the Employer computed from the date of hire after such employee attained seniority by completing their probationary period successfully and shall apply only to the extent specifically provided in this Agreement.

15.02 (a) A seniority list showing the names of those employees who have completed the probationary period shall be established for employees covered by this Agreement. Such seniority lists shall be updated on a semi-annual basis. A copy shall be supplied on a semi-annual basis to the Union at the times of initial posting and subsequent revisions.

(b) The Employer shall maintain a seniority list showing an employee's current classification, the date upon which each employee's service commenced and years in hours of seniority, if different from employee's service date.

#### 15.03 Calculation of Seniority

Seniority shall continue to accrue when an employee is absent from work for the following reasons: vacation, sick time, pregnancy/parental leave, adoption leave, Union leaves, statutory holidays, bereavement leaves, medical leaves, jury duty.

Part time employees - seniority will be based on hours of work. When a part time employee moves to a full-time position, the following calculation for seniority will be used – 1500 hours of work equals one (1) year of seniority.

Full time employees – one (1) year of employment equals one (1) year of seniority.

In January of each year, an up-to-date seniority list shall be sent to the Union and posted on a bulletin board in each location where the employees work.

Where two or more employees commence work on the same day, seniority ranking shall be determined by confirming who had the earliest hire date. If more than one employee was hired on the same date the employee's Social Insurance Number (SIN) will be used to determine their seniority ranking. The last three digits of the employees SIN numbers will be compared and the employee with the lowest 3-digit number will be considered the first hired, and so on. If two more employees share the identical 3-digit number, the fourth number of the SIN number will be compared, with the lowest fourth number of the two being considered the first hired, and so on.

Example 1

EMPLOYEE AXXX XXX 789  
EMPLOYEE BXXX XXX 690  
Employee B is considered the first hire

Example 2

EMPLOYEE AXXX XX1 789  
EMPLOYEE BXXX XX3 789

Employee A is considered the first hire.

15.04 Probationary Employees

(a) On successful completion of offer of employment, a new employee shall be placed on the wage grid in accordance with their education and experience as determined by the employer's external hiring policy and procedure.

(b) The Employer will have an opportunity to assess the suitability of any new hire for continued employment for a period of 910 hours worked, from the date of hiring.

In case of Relief positions, all hours worked in combined Programs shall be recognized towards completion of the probationary period.

(c) Employees on probation shall not be entitled to take vacation days or attend training opportunities until the successful completion of their probationary period.

(d) Probationary employees will be provided with feedback during the course of their probationary period and a written performance appraisal will be completed within thirty (30) days prior to the end of their probation period. Employees successfully completing the probationary period shall become full-time or part-time employees.

(e) The discharge of a probationary employee will be at the Employer's discretion. A probationary employee shall have the rights otherwise outlined in this Agreement except article 14.01, 20 and 29. Unless a grievance alleges a specific violation of article 4.01 or there is a claimed violation of the *Human Rights Code*, the *Employment Standards Act 2000 as amended* or any other employment related legislation or regulations, there shall be no discharge grievance filed by or on behalf of a probationary employee. It is understood by the parties that employees shall only be required to serve one probationary period for the same classification.

15.05 Seniority shall be lost, and an employee shall be deemed to have terminated their employment with the Employer if they;

a) voluntarily quit their employment;

b) are discharged, and are not reinstated through the grievance procedure;

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- c) fail to report for work within thirty-five (35) working hours after notification of recall is sent by the Employer by a receipted delivery mail system to the employee's last known address; unless a reason acceptable to the Employer is provided.
  - d) are laid off for a period in excess of twenty-four (24) months;
  - e) fail to report for work upon the expiration of any leave of absence which was granted to them; unless a reason acceptable to the Employer is provided.
  - f) utilize a leave of absence for a purpose other than that for which it was granted; unless a reason acceptable to the Employer is provided.
  - g) retire or is retired;
  - h) are absent from work in excess of thirty-five (35) working hours without notifying their immediate supervisor or the Executive Director; unless a reason acceptable to the Employer is provided.
  - i) accept other employment while on sick leave or LTD without first obtaining consent in writing from the Executive Director.
  - j) perform activities inconsistent with the reasons the employee is off work on sick leave, LTD or collecting WSIB benefits unless such activities are part of the employee's recovery program plan.

#### 15.06 Transfers and Seniority outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee is transferred and/or applies for a non-Union position this employee shall retain their seniority for a period of twelve (12) months acquired at the date of leaving the unit.

### ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

#### 16.01 Job postings

- (a) When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall notify the Union in writing and post notice of the position in the Employers offices, on bulletin boards, for a minimum of five (5) working days, so that all members will know about the vacancy or new position.

The Employer may advertise for a vacancy or new position but not complete the processing of applicants until internal candidates have been considered.

- (b) An employee who has been successful on a job posting for a position in a new program cannot bid on another job posting for one year unless it is for a full-time position. For all other job postings, successful bidders cannot bid on another job posting for six (6) months, unless it is for a full-time position. The Employer shall

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waive these restrictions if they determine that employee movement would not be detrimental to the program.

16.02 Information in postings

Such notices shall contain the following information:

Job Title, Summary of position, location, qualifications, required knowledge and education, skills, shift, wage or salary rate or range.

16.03 Promotions, Transfers and Training

The Employer will consider the following factors in determining which, if any, of the applicants is to be awarded the posted positions:

- (a) the requirements of the posted position and the skill, ability, experience, knowledge, training;
- (b) seniority.

Where the qualifications listed in paragraph (a) above are, in the judgment of the Employer, relatively equal, as between two (2) or more applicants, factor (b) will govern.

- 16.04 If no written applications are received by 4:00 p.m. of the fifth (5<sup>th</sup>) day of posting, or if none of the applicants have the required skills, ability, qualifications, experience, training, and ability to relate to the participant group, the Employer may fill the new job or vacancy from outside the bargaining unit.
- 16.05 Probationary Employees and Temporary Employees may indicate their desire to be considered for a regular full-time or regular part time position that is posted. Such employees will be considered prior to outside candidates if the vacancy is not filled by a regular Full-Time Employee or a regular Part Time Employee.
- 16.06 If no employee is appointed to a vacancy in accordance with Article 16.03, the Employer agrees to give consideration to the senior applicant who does not possess the required qualifications providing such employee is currently enrolled in the last term of the relevant program, is preparing for final qualifications, and is scheduled to write a final qualifying exam not later than 180 days from the posting date.
- 16.07 The parties agree that should a successful applicant prove unsatisfactory within four hundred and fifty-five (455) hours following their appointment to the new position or if the employee is unwilling to perform the duties of the new position they shall be returned to their former position and former wage rate without loss of seniority within one hundred and forty (140) hours of the decision the position is deemed to be unsatisfactory. Any other employees affected by the employee returning to their position shall return to their former position.
- 16.08 Whenever the Employer determines that a vacancy shall not be filled, the Employer will inform the Union of its decision within ten (10) working days of the decision. Such notice

shall be in writing addressed to the President/Vice-President of the Union and will confirm that the duties are being distributed to other employees or not performed.

16.09 Temporary Positions

- (a) When a temporary position is created for any reason, the Employer has the right to either fill or not fill the position in any manner it wishes for up to ten (10) weeks.
- (b) If the Employer decides to fill a temporary vacancy that will extend beyond ten (10) weeks, the temporary position shall be posted and articles 16.02, 16.03, 16.04 and 16.05 shall apply.
- (c) Any temporary position that is longer than 24 months in duration shall be posted and filled in accordance with Article 16.

ARTICLE 17 – LAYOFFS AND RECALLS

17.01 The parties recognize that job security and job opportunity should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of seniority. Employees shall be recalled in order of their seniority providing they are qualified to do the work.

- 17.02 (a) (i) Employees with seniority who are advised by the Employer that they are to be laid off shall have the right to bump a junior employee provided the bumping employee has the minimum required skills and experience to perform the work of the junior employee. It is intended that the laid off employee will bump the most junior employee in the classification they are bumping into. The junior employee shall have the right to bump any temporary position (if any) for they are qualified to perform or shall be laid off.
- (ii) The Employer's decision on acceptance or denial of a bump shall be communicated in writing to the affected employee(s) within five (5) working days with a copy to the Union.
- (iii) Transfers resulting from the displacement of active employees shall be held in abeyance until all transfers can take place.
- No employee will suffer any loss of wages while awaiting a transfer under this clause. Once the last employee affected by this process is confirmed, all transfers of affected employees shall be made within ten (10) working days.
- (b) When exercising bumping rights an employee will be given an orientation and assessment period not to exceed four hundred and fifty-five (455) working hours. Should the Employer believe the employee is unsatisfactory, unsuitable, or medically unfit for the work required the Union shall be notified and a meeting between the parties will be held to find a mutually agreeable resolution.

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- (c) Should the employee find they are unable to perform the duties of the position, or if the employee finds the new position unsatisfactory for some other reason, the employee will again be laid off in accordance with Article 17.07 (a). Such decision by either party will not prejudice future consideration of the employee under a posted vacancy for the same position. Any other employee displaced as a result of rearrangement of the position shall be returned to their position without loss of seniority and wage or salary.
  - (d) In circumstances involving a temporary layoff at a particular location or operation within CMHA for a period of thirty (30) days or less, laid off employees may exercise their seniority rights by displacing a junior employee with less seniority in their classification for the duration of the layoff. For temporary layoffs in excess of thirty (30) days, Article 17.02(a) shall govern.

17.03 Before the Employer hires new bargaining unit employees, the Employer will assess the skill sets and experience of all laid-off employees. If the Employer is satisfied a senior laid-off employee can perform the duties of the new position, the employee will be recalled and given up to four hundred and fifty-five (455) working hours to demonstrate their ability to perform the available work. The Employer shall have the right to do as it wishes for temporary positions up to ten (10) weeks as per article 16.08.

17.04 Advance Notice of Layoff

The Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective date of layoff. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, they shall be paid in lieu of work for that part of twenty (20) days during which work was not made available.

The Employer shall notify the President or Designate and the Recording Secretary of the Union of such layoff(s).

Notwithstanding the above, the Employer may provide as much additional notice as possible.

17.05 Grievances concerning issues arising due to layoffs shall be initiated at Step 2 of the Grievance Procedure.

17.06 Benefits will be paid to the end of the following month in which a layoff occurs. Refer to Article 28.01 regarding benefits.

ARTICLE 18 – HOURS OF WORK

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

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- 18.02 (a) The normal work week for full time employees shall be seven (7) hours per day, Monday to Friday, exclusive of a daily unpaid lunch period of one-half (1/2) hours, for a total of thirty-five (35) hours per week.
- (b) In cases of twenty-four (24) hours, seven (7) days a week, full-year operations, certain cyclical arrangements consistent with employment standards may be made providing employees with time off equivalent to Saturdays and Sundays over periods of four (4) to eight (8) weeks. Each full-time employee shall be scheduled an average of thirty-five (35) hours per calendar week.
- (c) In cases of programs operating seven (7) days a week, full-year operations, certain cyclical arrangements consistent with employment standards may be made, providing employees with time off equivalent to Saturdays and Sundays over periods of four (4) to eight (8) weeks. Each full-time employee shall be scheduled an average of up to thirty-seven and a half (37.5) hours per calendar week.
- (d) Part time employees will normally work less than 35 hours per calendar week depending on the Program served within the scheduling arrangements.
- 18.03 (a) All employees may be required to alter their regular hours of work, not to exceed thirty-five (35) hours per week, 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.
- (b) Managers shall consider employee requests for flextime. The Manager will approve or disapprove such requests based on the efficient operation of the effected program, client needs, team coverage, staff safety requirements and so on.
- 18.04 Scheduling of daily and weekly hours of work stating lunch breaks and quitting times, in accordance with this article, is the responsibility of the immediate Supervisor.
- (a) Employees working a minimum of seven (7) hours per day are permitted, one (1) fifteen (15) minute rest break in the first half of their shift and one (1) fifteen (15) minute rest break in the second half of their shift.
- (b) Employees working less than five (5) hours per day are permitted one (1) fifteen (15) minute rest break.
- 18.05 Part-Time and Relief Staff Hours of Work
- (a) Part-time or relief staff will be offered all available shifts distributed by seniority and availability.
- (b) When the most senior person has reached their maximum available hours as per Article 18.02 (d), the next most senior person will be contacted and offered the next available shift.

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#### 18.06 Relief Staff Pool Hours of Work

- (a) The Niagara Branch of the Canadian Mental Health Association has a number of employees who act as relief staff who are employed to replace regular full-time staff who are off on approved vacation, sick leave, involved in job related training or on approved Union leave.

Relief staff may work up to (37.5) hours per week depending on the Program. Once all relief staff have fulfilled their maximum allotted hours, all remaining available relief work will be shared amongst all employees who regularly work in their Programs.

- (b) In the event sufficient coverage from within a Program cannot be found, any available hours shall be offered to qualified employees from any Program.
- (c) Relief employees must be available to work at least one (1) of every four (4) shifts offered where such replacement opportunities were available and are not permitted to decline five (5) or more opportunities within any successive scheduled cycle.
- (d) Relief employees who continue to refuse available shifts or continue to be unavailable to work will be subject to the Employer's disciplinary procedure.

18.07 When the time changes from standard to daylight savings time, the night shift will work one less hour but will be paid the full shift hours. In the fall when the time changes, the night shift will work the extra hour and shall be paid for the additional hour at the appropriate rate.

#### 18.08 Job Sharing Arrangements

- (a) Job sharing work arrangements will be confined to full time positions. The employees who are job sharing a full-time position will be considered as filling one (1) full time staff complement position for purposes of employment status during the duration of the approved job-sharing agreement. The Employer agrees that job sharing will not be used to eliminate full time positions.
- (b) Job sharing arrangements shall be considered where employees express an interest in job sharing in writing. The Employer and Union must approve a job-sharing arrangement before it can be initiated. A request initiated by employees shall identify the two employees proposing to job share the position. The request will be considered subject to the Employer's operational requirements and for the purpose of providing a more flexible work environment for interested employees. Any resulting vacancies created by a job-sharing arrangement shall be posted in accordance with the Collective Agreement.
- (c) The two employees wishing to job share shall present their proposed arrangement including schedule and time to be worked to their Supervisor. There will be a discussion between the employees and the Supervisor after which the Supervisor

shall decide on whether or not to proceed and if so, on the details of the job-sharing arrangement.

- (d) Work scheduling for a position being job shared will provide for work hours that are equivalent to a full-time position, between both employees. Therefore, the job sharers shall ensure that there is coverage for all working hours. If one job sharer takes a vacation the other job sharer may be required to work full time during the vacation period. If there are exceptional operational requirements, the job sharers may be required to work unless the Supervisor can make other arrangements.
- (e) If one of the job sharers gives formal notice that they wish to terminate the job-sharing arrangement, the remaining job sharer will be given the option of remaining as a job sharer or reverting to full time work. If the employee prefers to continue the job share, the job-sharing vacancy will be posted. If there is no successful applicant to the job-sharing position the remaining employee shall be required to fill the position on a full-time basis until another job sharer can be found.
- (f) A job share partner who wishes to terminate the job-sharing arrangement within twelve (12) months will be allowed to return to their original full-time position. After the twelve (12) month period a job share partner who wishes to terminate the job-sharing arrangement is "locked in" to the job share until they are able to post into a full-time or part-time position.
- (g) The Collective Agreement applies as written to the job sharers with the following exceptions:
  - (i) Job sharers seniority will accrue on a prorated basis from their start date as a job sharer.
  - (ii) The seniority accrued by job sharers will be maintained on the seniority lists.
  - (iii) Grievances will be considered as individual grievances unless the alleged incident applies to both job sharers.
  - (iv) For the purpose of benefit coverage, job share partners shall be entitled to benefits provided they work the minimum hours required by the benefit plan (currently 19 hours as per the current carrier).
- (h) Notwithstanding the foregoing, employees who wish to enter into a job share arrangement but cannot find another employee to partner with, may approach their supervisor indicating they now wish to work part-time. Management shall consider the employee's request and depending upon operational requirements and client service needs may approve such an arrangement. If the Employer approves a part time arrangement, the Employer may post the remaining half job as a temporary position. Any such arrangement will not reduce the full-time staff complement.
- (i) All job share arrangements shall be reduced to writing and signed off by the job sharers, the Unit Vice President or their designate and the immediate Supervisor.

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It is understood that while some job share arrangements may differ they must be consistent with the provisions outlined in this Agreement.

- (j) CMHA undertakes to keep the President of the Local Union or their designate fully appraised of any and all changes as they pertain to job sharing arrangements.
- (k) Upon the completion of one (1) year of employment, each regular employee in the job share arrangement will receive one (1) pro-rate float holiday to be taken within the following twelve (12) month period based on their anniversary date of the commencement of their job share. The date of the floating holiday will be determined in consultation with the immediate Supervisor.

#### ARTICLE 19 – OVERTIME

- 19.01 All overtime hours must be authorized in advance by the immediate Supervisor with the exception of an emergency or crisis situation.
- 19.02 Authorized time worked beyond the normal weekly hours, as provided in this Agreement, shall be considered overtime. Such overtime shall be compensated at time off in lieu at straight time for all overtime hours worked up to forty-four (44) hours per week, and one and one half (1 ½) times the overtime hours worked, with the exception of those programs that have a formal Over Time Averaging Agreement.
- 19.03 Overtime for overnight trips with clients and any other trips where staff are required to care for clients will be deemed to include all hours, over the standard day, less the meal and if applicable sleep time. If a staff's sleep is interrupted to care for a client, that time will be deemed to be overtime.
- 19.04 Time off in lieu of accumulated overtime will be taken, subject to the following provisions:
- (a) All staff must obtain the approval of their immediate Supervisor before taking any time in lieu.
  - (b) Time off in lieu taken will be documented in writing for the purpose of personnel records.
  - (c) Time taken should be requested by the employee and approved by the immediate Supervisor. The immediate Supervisor retains the right to ensure that time in lieu taken does not adversely disrupt the delivery of service.
  - (d) If the compensatory overtime is not scheduled within six (6) months of occurrence, then the employee shall be paid out.

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## ARTICLE 20 – HOLIDAYS

### 20.01 Paid Holidays

- (a) All employees are eligible to receive paid holidays. In order to receive paid holidays, an employee is required to work the regularly scheduled hours preceding and succeeding the paid holiday or be on paid vacation. In cases when an employee is away from work due to illness, on the day preceding or succeeding a paid holiday, a medical certificate may be requested by the immediate Supervisor.

Staff working a compressed or flex work week must adjust or reduce their worked hours as not to exceed the agreed upon hours of work stated in their employment offer or they may not be compensated for their worked hours.

- (b) CMHA Niagara Branch observes the following holidays;

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day (July 1)	1 Floating Holiday per year [21.01 (c)]
Easter Monday	Christmas Eve Day (half-day)
Simcoe Day (Civic Holiday)	
New Year's Eve Day (half-day)	(half-day = 3.5 or 3.75 hours)

Relief staff are employed to work statutory holiday, other holidays (as defined above), vacation and sick time. Relief staff will be paid for Statutory Holidays according to the *Employment Standards Act*. Schedules will be posted four (4) weeks in advance.

- (c) Upon the completion of one (1) year of employment, each regular full-time employee will receive one (1) float holiday to their normal scheduled daily hours of work to be taken within the fiscal year following twelve (12) month period based on their anniversary date of hire. Newly eligible employees will receive one float holiday on a pro rata basis. The date of the floating holiday will be determined in consultation with the immediate Supervisor.

In the event of termination of employment, employees will not be reimbursed for their floating holiday.

### 20.02 Holiday Occurring During Employee's Vacation

When a public holiday, as defined above, occurs during an employee's vacation period, an additional vacation day will be arranged by the individual and approved by the Supervisor.

**20.03 Compensation for Holidays Falling on Saturday or Sunday**

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

**20.04 Compensation for Holidays Worked**

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) day's pay. Employees who work on a holiday shall receive pay equal to one and one half (1 ½) times the time worked and time in lieu to be taken at a time acceptable to both the employee and the Supervisor.

**ARTICLE 21 – VACATIONS**

21.01 (a) Vacation entitlement will directly correspond to an employee's years of service at CMHA, Niagara Branch.

YEARS OF SERVICE	ENTITLEMENT
After 1 year of service	3 weeks
After 5 years of service	4 weeks
After 9 years of service	5 weeks
After 14 years of service	6 weeks
After 19 years of service	7 weeks
After 24 years of service	8 weeks

(b) A "year of service" for vacation entitlement shall equal 1820 hours worked commencing with the employee's date of hire for both full and part-time employees.

(c) Employees will receive one (1) additional week of vacation for every five (5) years of service after nine (9) years to a maximum of eight (8) weeks.

(d) Vacation pay for Relief staff shall be calculated at four (4) percent on each pay period. Upon obtaining full-time or part-time employment status, vacation entitlement shall include all hours worked as Relief staff, effective April 1, 2010.

**21.02 Vacation Year**

For the purpose of vacation entitlement, a year will be defined as a fiscal year beginning on April 1<sup>st</sup> and ending March 31<sup>st</sup> of the following year.

**21.03 Banking Vacation Credits**

Employees may carry over only one week of vacation accrued in the previous year to the next year. In such cases, the forwarded vacation time must be taken in the first three (3) months of the new fiscal year.

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#### 21.04 Accrual of Vacation

All employees begin to accrue vacation time on their first day of employment.

21.05 Leaves of absence without pay in excess of thirty (30) calendar days will be excluded from the calculation of vacation entitlement for the vacation year in which the leave occurs except for pregnancy/parental leaves as specified in the *Employment Standards Act*.

21.06 (a) The immediate Supervisor is responsible for scheduling and approving vacations. In doing so, the efficient operation of the Agency must be maintained while meeting employee needs to the extent possible.

(b) Overlapping vacation requests within a program will be resolved by seniority. Vacation and float holiday requests for the vacation year as defined in Article 21.01, above, are to be submitted twice per fiscal year as follows:

(i) For the vacation period April 1<sup>st</sup>, to September 30<sup>th</sup> of the coming year the employee shall indicate by March 1<sup>st</sup>, the vacation they wish.

(ii) For the vacation period October 1<sup>st</sup> to March 31<sup>st</sup>, the employee shall indicate by September 1<sup>st</sup>, the vacation they wish.

(c) The Employer shall set the vacation periods taking into account the wishes of the employees on the basis of seniority. Barring special circumstances, consideration of seniority shall be related to only two (2) weeks of an employee's vacation in each vacation period. Employees entitled to a vacation in excess of two (2) weeks may, with the approval of the immediate supervisor, take their vacation at one time during the calendar year. If requesting more than two weeks' vacation in a vacation period, the employee shall indicate which two (2) weeks are priority.

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

All responses to vacation requests require a response through the employee portal.

21.07 Upon verification from a medical practitioner that an employee was bed-ridden, unable to leave their home or hospitalized during their period of vacation, there shall be no deduction from vacation credits for the period of illness. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the mutual agreement of the employee and the Employer.

#### ARTICLE 22 – SICK LEAVE PROVISIONS

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#### 22.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.

#### 22.02 Eligibility

Full time employees become eligible for paid sick leave following the successful completion of their probation period.

#### 22.03 Sick Leave Allowance

The sick leave allowance is as follows:

- (a) Full-time employees shall be entitled to 10.5 hours per month to a maximum of 126 hours per year, transferable to the following year to a maximum of 210 hours. Sick leave hours for part-time employees shall be pro-rata based on their agreed upon hours of work.
- (b) Full-time employees shall be entitled to 28 personal paid hours per fiscal year pro rata for part-time employees (April 1 to March 31) drawn from their accumulated sick leave allowance. Such personal paid hours off will be scheduled at the mutual agreement of the employee and the Employer. Personal paid hours for part-time employees shall be pro-rata based on their agreed upon hours of work.
- (c) Sick leave is nontransferable between employees.
- (d) Relief staff do not qualify for sick time.

There shall be no payment for accumulated sick leave to an employee at the time of resignation from, or termination of employment. No remuneration shall be granted in lieu of unpaid sick benefit.

#### 22.04 Expiration of Sick Leave Credits

If all accumulated sick leave has expired, an employee may use accrued vacation, compensatory time off credits, or may take an unpaid medical leave. Sick leave time is not accumulated during an absence for sickness exceeding three weeks in any given month.

#### 22.05 Notification of Extended Illness

It is the employee's responsibility to notify the immediate Supervisor as soon as possible when a period of sick leave extends beyond thirty-five (35) hours. If the illness continues the employee should keep the supervisor informed on at least a weekly basis as to when they may be expected to return to work.

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#### 22.06 Short Term Sick Leave

Short term sick leave benefits are available to employees through the Employment Insurance Commission Short Term Disability Plan.

When an employee is off on short term sick leave the employer agrees to maintain its portion of the benefit premium payments on a monthly basis for a maximum of 4 months or 16 weeks.

Employees will have up to four (4) weeks to arrange with their supervisor or Human Resources their benefit coverage after the unpaid sick leave has started. If the employee has not arranged a benefit plan, benefit coverage will be terminated until the employee returns to work.

#### 22.07 Long Term Disability

All full-time or part time employees must participate in the Association's Long Term Disability Benefit Plan subject to carrier defined eligibility. Long Term Disability (LTD) benefits commence after 17 weeks of continuous illness.

The employee shall contact the Branch's Benefits Administrator after ninety (90) days of sick leave to begin the LTD benefits application process. Medical evidence of insurability as required by the carrier must be submitted at this time.

Employees off on LTD must maintain their portion of the benefit premium payments on a pre-arranged monthly basis or their benefits shall be terminated. Such payments shall remain in effect until a waiver of premium is issued by the insurance company.

#### 22.08 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner after an absence for any illness lasting longer than thirty-five (35) hours or one (1) work week certifying that they are unable to carry out their duties due to illness.

### ARTICLE 23 – LEAVE OF ABSENCE

#### 23.01 General Leaves

- (a) Except as provided in this Agreement, employees absent from work on unpaid leave, other than a period of vacation, pregnancy and parental leave, shall not earn vacation or sick leave credits during the period of any such absence. Anniversary and seniority dates shall be adjusted accordingly.
- (b) In addition, the Employer shall not be required to contribute to the payment of any applicable employee benefits during any such absence. Employees who desire to maintain the applicable employee benefits provided herein must arrange for the payment of premiums for all such benefits and pay all such premiums through the

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Employer before commencing the leave. Such payment may be made in a lump sum or in installments by pre-authorized payments or postdated cheques.

Notice: All requests for leaves of absence shall be directed through the immediate Supervisor to the Executive Director and should be requested at least two (2) weeks in advance.

#### 23.02 Authorization

A leave of absence for an employee is subject to the approval of the immediate supervisor. Leaves in excess of 6 months are subject to Executive Director.

#### 23.03 Accrual of Vacation and Sick Leave Days During a Leave of Absence

An employee who takes a leave of absence exceeding two (2) weeks shall not accrue vacation or sick days during such absences. Employer paid benefit premiums shall be discontinued after one (1) month leave of absence.

#### 23.04 Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority shall be granted, upon approval of the Employer, to a maximum of one (1) employee away at any one time elected or appointed to represent the Union at Union conventions. A leave of absence without pay shall be granted to employees by the Employer to attend executive and committee meetings of C.U.P.E., its affiliated or chartered bodies. The Employer reserves the right to limit this leave of absence if the time requested is deemed to be excessive. Such leave shall not be unreasonably denied.

#### 23.05 Paid Bereavement Leave

(a) Employees shall be allowed five (5) working days without loss of pay to arrange and/or attend the funeral, memorial, or service of an immediate family member. For the purpose of this Article, immediate family shall be defined as (per ESA):

- spouse
- parent, stepparent, foster parent, child, stepchild, foster child, grandparent, step grandparent, grandchild or step grandchild of the employee or the employee's spouse
- the spouse of an employee's child (son in law, daughter in law)
- a brother or sister of the employee
- a relative of an employee who is dependent on the employee for care or assistance.

Note: spouse includes both married and unmarried couples of the same sex or opposite sex

Bereavement leave which falls during a vacation period, will not be counted as part of the vacation to a maximum of three (3) working days.

- (b) In recognition of the fact that circumstances which call for bereavement leave are based on individual factors the Employer, on request, may grant additional bereavement leave without pay.
- (c) An employee may be granted one (1) day unpaid leave to attend a funeral as a pallbearer.
- (d) If a death occurs in the immediate family of an employee when the employee is at work, the employee shall be granted the remainder of the workday with pay in addition to the provisions above.
- (e) In the event that the funeral for any of the persons listed in does not take place within the period of bereavement leave, the employee may defer the final day of their bereavement leave without loss of regular pay until the day of the funeral.

#### 23.06 Service Requirement for 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 of Ontario*.

#### 23.07 Paid Jury or Court Witness Duty Leave

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

### ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

#### 24.01 Pay Days

The Employer shall pay wages biweekly in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

#### 24.02 Legal Fees

The Employer shall pay legal costs arising out of the defense of an employee charged in any court as a result of performing their duties for the Employer, exclusive of the giving of professional treatment, advice or the omission thereof, in accordance with present insurance coverage.

#### 24.03 Mileage

The Employer agrees to compensate employees for authorized travel using their personal automobile for Employer business as per the following rates for the term of this contract:

Upon Ratification Fifty-two cents (.52) per kilometer.

#### 24.04 On-Call

A qualified employee assigned to on-call duty (immediately available by direct telephone contact) shall be paid a flat rate of \$220.00 for each seven (7) day period. While on-call duty if an employee is required to provide service, outside the employee's normal hours of work, then that employee shall be compensated equivalent to a minimum of three (3) hours.

The Employer will post an On-Call schedule for the next month by the fifteenth (15<sup>th</sup>) day of the current month.

If two (2) or more Employees are available for the same On-Call shift for which the Employer requires an On-Call Employee, employees shall be notified on the basis of seniority until 7 shifts per employee is reached, in order of seniority.

### ARTICLE 25 – RESTRICTIONS ON CONTRACTING OUT

25.01 The Employer agrees not to contract out any work regularly 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. Contracting out to an Employer who is organized and who will employ the affected employees of the bargaining unit who would otherwise be laid off is not a breach of this Agreement.

### ARTICLE 26 – NO STRIKES, NO LOCKOUTS

26.01 During the term of this Agreement, the Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs.

### ARTICLE 27 – HEALTH AND SAFETY

27.01 The Employer and the Bargaining Unit shall comply with the *Occupational Health and Safety Act* in establishing and maintaining a joint Occupational Health and Safety Committee. The Employer and the Bargaining Unit will ensure that a safe work environment is provided for the employees.

#### 27.02 Injury Pay Provisions

Employees injured during working hours and who are required to leave for treatment or are 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 medical practitioner states in writing that the employee is fit for further work on that shift.

27.03 All workplace related incidents must be reported immediately as required by *The Workplace Safety and Insurance Act*.

27.04 Transportation of Accident Victims

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

ARTICLE 28 – EMPLOYEE BENEFIT PLANS

28.01 (a) The Employer shall provide each employee with a detailed employee benefit statement which outlines the benefits received, including sick leave and vacation credits, group life insurance, extended health and dental insurance, pension and all statutory benefits received by an employee.

(b) The Employer agrees to remit premiums for all eligible employees (other than casual and relief staff) to the group insurance provider, as outlined in the Employee Benefit Program booklet. (Appendix “A”) Employees will be eligible for benefits subject at all times to the terms and conditions of the policy and any disputes regarding eligibility for any benefit shall be taken up with the insurance carrier only.

(c) Benefits will be paid to the end of the following month in which a layoff occurs.

ARTICLE 29 – GENERAL CONDITIONS

29.01 Bulletin Boards

The Employer shall provide bulletin boards, which the Bargaining Unit shall have the right to post notices of interest to employees.

29.02 Miscellaneous

All unionized staff will be allowed access to a clinical manager who is employed by the employer who has registration with one of the following regulatory bodies: OCSWSSW, COTO, CNO, CPRO, CPO, CPSO in addition to related mental health experience to provide them with clinical consultation.

29.03 Job Evaluation and Pay Equity

The parties mutually agree to meet as required for purposes of reviewing job descriptions and maintenance of pay equity.

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The parties will meet before the end of each calendar year to determine the pay equity maintenance allocation.

### ARTICLE 30 – TECHNOLOGICAL AND OTHER CHANGES

30.01 Technological Change: The Employer and the Union acknowledge that technological change will occur in the workplace. To this end, both parties recognize the importance of training and support of those impacted by technological change. It is in the interest of both the Employer and the Union that employees acquire the confidence and skills to perform their duties, subsequent to technological changes that will likely occur.

If the Employer is considering the introduction of significant technological or other changes which would necessitate training and would change the way in which an employee performs their daily tasks, it agrees to notify the Union as far in advance as is practicable of its intent to introduce such changes and to meet with the Union, if requested by either party. At any such meeting, the Employer will provide the Union with information as to the nature of the changes, the date on which the Employer proposes to effect the changes and the employees likely to be affected by such changes. It will also advise the Union of the effect, if any, the change will have on the working conditions and job description(s) of the employee(s) affected.

### ARTICLE 31 – COPIES OF AGREEMENT

- 30.01 (a) The Union and the Employer desire every employee to be familiar with the provisions of the Agreement and their rights and obligations under it. For this reason, the Employer and the Union shall share the cost of printing sufficient copies of the Agreement and distribute them to the Bargaining Unit members.
- (b) The Union will arrange for the printing of the Collective Agreement and will bill the Employer for their equal share of the costs.

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**ARTICLE 32 – TERM OF AGREEMENT**

31.01 This Agreement shall be binding and remain in effect from the date of ratification until March 31, 2025, and shall continue from year to year thereafter unless either party gives the other party notice in writing that it desires its termination or amendment.

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 of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

Signed electronically this 23rd day of June, 2023.

FOR CUPE LOCAL 1287

FOR CANADIAN MENTAL HEALTH ASSOCIATION

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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## APPENDIX "A" – GROUP BENEFIT PLAN SUMMARY

Below is a summary of the Group Benefit Plan. For more detail regarding each benefit, please see your Group Benefit Plan booklet provided by the insurance carrier.

For a summary of eligibility requirements for benefits, please see Appendix A(i).

Employee Basic Life Insurance	The Employer pays 100 percent of the billed premiums for eligible employees. Life insurance benefits are equivalent to two times an employee's annual wages, to a maximum of \$100,000.
Optional Dependent Basic Life Insurance	The employee can choose additional coverage of \$5,000 for a spouse and \$2,500 for a child. The employee pays 100 percent of premiums.
Optional Life Insurance	The employee can choose additional coverage for themselves or their family, subject to insurability. If approved by the carrier, optional life insurance benefits are available in \$10,000 units to a maximum of \$500,000 for an employee or their spouse. If an employee is covered under this plan as both an employee and a spouse, they are limited to the \$500,000 maximum. The employee pays 100 percent of the premiums.
Employee Basic Accidental Death, Dismemberment and Specific Loss (Principal Sum)	The Employer pays 100 percent of the premiums for eligible employees. Benefits are equivalent to two times an employee's annual wages, to a maximum of \$100,000.
Optional Employee Basic Accidental Death, Dismemberment and Specific Loss (Principal Sum)	<p>The employee can choose additional coverage for themselves or to cover their dependents. The employee pays 100 percent of the premiums.</p> <p>Additional coverage for an employee is available in \$10,000 units to a maximum of \$250,000.</p> <p>Benefits for a spouse if there are no children are fifty (50) percent of the employee amount or forty (40) percent of the employee amount if there are children.</p> <p>Benefits for a child, if there is no spouse, are twenty (20) percent of the employee amount or ten (10) percent of the employee amount if there is a spouse.</p>
Long Term Disability (LTD) Income Benefits	The plan provides eligible employees with regular income to replace income lost because of a lengthy disability due to a disease or injury. Benefits begin after a 119 day waiting period and are equivalent to 66.7 percent of an employee's monthly earnings to a maximum benefit of

\$8,500 or 85 percent of the employee's pre-disability take-home pay, whichever is less. The employee pays 100 percent of the premiums.

## Healthcare

### (i) Drugs

This plan covers in- Canada prescription drugs and drug supplies as prescribed by a physician or other person entitled by law to prescribe them. Before being reimbursed, employees will be responsible for paying the amount equal to the dispensing fee portion of the drug charge. Employees will be reimbursed 100 percent for the services and supplies cover under this plan that represent reasonable treatment, as defined by this plan. Reimbursement will be given for generic drugs only unless otherwise prescribed by a physician.

The following represent some of the covered drug expenses, subject to plan maximum and frequency limits:

- Drugs which require a written prescription.
- Preventative immunization vaccines and toxoids.
- Fertility drugs to maximum of \$20,000 per person per lifetime.
- Erectile dysfunction medication: \$500 for Viagra each calendar year, all others unlimited.

### (ii) Other Expenses

The following represents some of the covered expenses, subject to plan maximums and frequency limits:

- Ward room in a hospital in Canada.
- Home nursing services of a registered nurse, licensed practical nurse, a registered nurse of the Victorian Order of Nurses or registered nursing assistant who is not a member of the employee's family, but only if the patient requires the specific skills of a trained nurse, to a maximum of \$5,000 each calendar year.
- Hearing aids, including batteries, tubing and ear moulds provided at the time of purchase, when prescribed by a physician, to a maximum of \$500 every five years.
- One pair of custom-made foot orthotics each calendar year, to a maximum of \$200, when prescribed by a physician.
- One pair of custom-fitted orthopaedic shoes each calendar year, when prescribed by a physician.
- Myoelectric arms to a maximum of \$10,000 per prosthesis.
- External breast prosthesis to a maximum of 1 every 12 months.
- Surgical brassieres to a maximum of 2 every 12 months.
- Mechanical or hydraulic patient lifters to a maximum of \$2,000 per lifter once every 5 years.
- Outdoor wheelchair ramps to a maximum of \$2,000 per lifetime.

- Blood- glucose monitoring machines to a maximum of 1 every 4 years.
- Transcutaneous nerve stimulators to a maximum of \$700 per lifetime.
- Extremity pumps for lymphedema to a maximum of \$1,500 per lifetime.
- Wigs for cancer patients to a maximum of \$200 per lifetime.

(iii) Paramedical Expenses      The following represents some of the covered expenses, subject to plan maximums and frequency limits:

Services of licensed chiropractors, physiotherapists, podiatrists, naturopaths, speech therapists, massage therapists, acupuncturists, and Christian Science Practitioners to a maximum of \$600 each, per person per calendar year. X-rays are limited to \$20 each calendar year combined for all practitioners.

Services of licensed psychologists/social workers, psychotherapists to a maximum of \$1000 each, per person per calendar year.

(iv) Vision Care                      Up to \$500 every 24 months for glasses and contact lenses when provided by a licensed ophthalmologist, optometrist, or optician; and laser eye surgery required to correct vision when performed by a licensed ophthalmologist. Eye examination to a maximum of \$80 per person every 24 months.

(v) Out-of-Country  
Emergency Care                      Emergency care outside of Canada is covered if it is required as a result of a medical emergency arising while an employee is temporarily outside of Canada for vacation, business or education purposes. If the patient's condition permits a return to Canada, benefits are limited to the lesser of: the amount payable under the plan for continued treatment outside Canada or the amount payable under the plan for comparable treatment in Canada plus the cost of return transportation.

(vi) Out-of-Country Non-  
Emergency Care                      Out of country non- emergency medical care, as described in the benefit booklet, to a maximum of \$100,000 per lifetime.

Dental Care                              The Employer pays fifty (50) percent of the premiums, and the employee pays the remaining fifty (50) percent of the premiums. Employees will be reimbursed 100 percent for basic expenses, as defined by the plan, and fifty (50) percent for major expenses, as defined by the plan, to a maximum of \$1,500 each calendar year. The dental fee guide is in effect on the date treatment is rendered for the province in which treatment is provided. Specialist's charges are limited to general practitioners.

Six (6) month oral recall examination and preventative recall package including two (2) units of cleaning and descaling for every six (6) month period.

SCHEDULE "A" - WAGES

**01-Apr-22**

**2.0% Economic Increase**

Classification/Job Title	Band	Start Rate	6 Months	1 Year	18 Months	2 Years	P/E gap
Safebed Relief - Sleepshift	1	14.79	14.79	14.79	14.79	14.79	(0.29)
First Contact Worker	2	24.55	26.09	27.62	29.16	30.69	-
Community Support Worker	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Employment Counsellor	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Employment Resource Worker	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Employment Support Worker	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Mental Health Coach	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Mental Health Counsellor "C"	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Peer Community Support Worker	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Peer Support Worker	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Personal Support Worker	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Safebed Relief	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Safebed Worker	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Team Lead - Community Support Services	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Team Lead - Employment Services	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Team Lead - Immediate Support Services Mental Health Counsellor "C"	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Team Lead - Safe Beds	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Volunteer Coordinator	3	26.76	28.43	30.11	31.78	33.45	(0.66)
Clinical Mental Health Counsellor	4	28.01	29.76	31.51	33.26	35.01	(0.69)
COAST Crisis Support Worker	4	28.01	29.76	31.51	33.26	35.01	(0.69)
Court Support Worker	4	28.01	29.76	31.51	33.26	35.01	(0.69)
Team Lead - Immediate Support Services Clinical Mental Health Counsellor	4	28.10	29.85	31.61	33.36	35.12	(0.80)
COAST Mental Health Worker	5	28.52	30.30	32.09	33.87	35.65	(0.70)
Mental Health Counsellor "A" (with MSW)	5	28.52	30.30	32.09	33.87	35.65	(0.70)
Mobile Mental Health Crisis Worker	5	28.52	30.30	32.09	33.87	35.65	(0.70)
Mental Health Counsellor "B" (with BSW)							

SCHEDULE "A" - WAGES

**01-Apr-23**

**2.25% Economic Increase**

Classification/Job Title	Band	Start Rate	6 Months	1 Year	18 Months	2 Years	P/E gap
Safebed Relief - Sleepshift	1	14.79	14.79	14.79	14.79	14.79	(0.29)
First Contact Worker	2	25.10	26.67	28.24	29.81	31.38	-
Community Support Worker	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Employment Counsellor	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Employment Resource Worker	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Employment Support Worker	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Mental Health Coach	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Mental Health Counsellor "C"	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Peer Community Support Worker	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Peer Support Worker	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Personal Support Worker	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Safebed Relief	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Safebed Worker	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Team Lead - Community Support Services	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Team Lead - Employment Services	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Team Lead - Immediate Support Services Mental Health Counsellor "C"	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Team Lead - Safe Beds	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Volunteer Coordinator	3	27.36	29.07	30.78	32.49	34.20	(1.41)
Clinical Mental Health Counsellor	4	28.64	30.43	32.22	34.01	35.80	(1.48)
COAST Crisis Support Worker	4	28.64	30.43	32.22	34.01	35.80	(1.48)
Court Support Worker	4	28.64	30.43	32.22	34.01	35.80	(1.48)
Team Lead - Immediate Support Services Clinical Mental Health Counsellor	4	28.73	30.52	32.32	34.11	35.91	(1.59)
COAST Mental Health Worker	5	29.16	30.98	32.81	34.63	36.45	(1.50)
Mental Health Counsellor "A" (with MSW)	5	29.16	30.98	32.81	34.63	36.45	(1.50)
Mobile Mental Health Crisis Worker	5	29.16	30.98	32.81	34.63	36.45	(1.50)
Mental Health Counsellor "B" (with BSW)							

SCHEDULE "A" - WAGES

01-Apr-24

**2.5% Economic Increase**

Classification/Job Title	Band	Start Rate	6 Months	1 Year	18 Months	2 Years	P/E gap
Safebed Relief - Sleepshift	1	15.16	15.16	15.16	15.16	15.16	(0.66)
First Contact Worker	2	26.38	28.02	29.67	31.32	32.97	-
Community Support Worker	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Employment Counsellor	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Employment Resource Worker	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Employment Support Worker	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Mental Health Coach	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Mental Health Counsellor "C"	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Peer Community Support Worker	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Peer Support Worker	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Personal Support Worker	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Safebed Relief	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Safebed Worker	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Team Lead - Community Support Services	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Team Lead - Employment Services	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Team Lead - Immediate Support Services Mental Health Counsellor "C"	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Team Lead - Safe Beds	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Volunteer Coordinator	3	28.05	29.80	31.55	33.30	35.06	(2.27)
Clinical Mental Health Counsellor	4	30.09	31.97	33.85	35.73	37.61	(3.29)
COAST Crisis Support Worker	4	30.09	31.97	33.85	35.73	37.61	(3.29)
Court Support Worker	4	30.09	31.97	33.85	35.73	37.61	(3.29)
Team Lead - Immediate Support Services Clinical Mental Health Counsellor	4	30.18	32.07	33.96	35.84	37.73	(3.41)
COAST Mental Health Worker	5	29.89	31.76	33.62	35.49	37.36	(2.41)
Mental Health Counsellor "A" (with MSW)	5	29.89	31.76	33.62	35.49	37.36	(2.41)
Mobile Mental Health Crisis Worker	5	29.89	31.76	33.62	35.49	37.36	(2.41)
Mental Health Counsellor "B" (with BSW)							

**APPENDIX A (I) – BENEFIT AND ELIGIBILITY SUMMARY**

CMHA NIAGARA - BENEFIT SUMMARY														
Hours worked per week	Life Insurance	Optional Life Insurance	Accidental Death & Dismemberment	Optional Dependent Basic Life Insurance	Long Term Disability	EAP (Employee Assistance Plan)	Extended Health Care (EHC)	Dental	Sick/Personal time Credits	Defined Pension (RPP)	Voluntary Contributions to Defined Pension (RPP)	Vacation		
Premiums Paid by:	100% CMHA	100% Employee	100% CMHA	100% Employee	100% Employee	100% CMHA	100% CMHA (Single or Family coverage)	80% CMHA / 80% Employee (Single or Family coverage)	CMHA	100% CMHA	100% Employee	100% CMHA		
Description:	2x annual wage to a max. of \$100,000	Available in units of \$10,000 to max. of \$100,000	Same as Basic Life	Spouse \$5,000 / Child \$2,500	66.7% of monthly earnings to a max. of \$8,500 or 85% of pre-disability take-home pay whichever is less (tax exempt)	confidential counseling and information services	Includes Emergency Travel Assistance	Max benefit \$1,500 per year		Defined pension - locked if vested	Flexible as is RRSP contribution	Variable as per ESA & CA		
Limits:	Age 70 or retirement	Age 68 or retirement	Age 70 or retirement	Age 70 or retirement	Age 65 or retirement	Age 65 or retirement	Age 65 or retirement	Age 65 or retirement	Credits carried over to max of 36 per year	4.8% of Gross wages	Limited by personal contribution room	As defined by ESA & CA		
FULL TIME	35 hrs/wk	Yes following 6 month probation	Yes following 6 month probation	Yes following 6 month probation	Yes following 6 month probation	Yes following 6 month probation	Yes following 6 month probation	Yes following 6 month probation	Yes following 6 month probation	Yes following one year	Yes following one year	Increases as per CA		
PART TIME	19 - 34 hrs/wk	Yes following 6 month equivalent probation	Yes following 6 month equivalent probation	Yes following 6 month equivalent probation	Yes following 6 month equivalent probation: 30 hours/week minimum for eligibility	Yes following 6 month equivalent probation	Yes following 6 month equivalent probation	Yes following 6 month equivalent probation	Yes following 6 month equivalent probation: prorated for % of full-time hours	Yes following two years - see RPP plan for minimum annual earnings limits	Yes following two years - see RPP plan for minimum annual earnings limits	Increases as per CA based on hours worked - CA defines one year		
PART TIME UNDER 19 HOURS	UNDER 19 hrs/wk	No	No	No	No	Yes following 6 month equivalent probation	No	No	Yes following 6 month equivalent probation: prorated for % of full-time hours	Yes following two years - see RPP plan for minimum annual earnings limits	Yes following two years - see RPP plan for minimum annual earnings limits	Increases as per CA based on hours worked - CA defines one year		
CASUAL/RELIEF	No guaranteed hours	No	No	No	No	Yes following 6 month equivalent probation	No	No	No	Yes following two years - see RPP plan for minimum annual earnings limits	Yes following two years - see RPP plan for minimum annual earnings limits	Paid on every pay - per ESA		
CONTRACT	15 - 36 hrs/wk typically	No	No	No	No	Yes following 6 month equivalent probation	No	No	Yes if contract extended past one year - prorated for % of full-time hours and to end of contract	Yes following two years - see RPP plan for minimum annual earnings limits	Yes following two years - see RPP plan for minimum annual earnings limits	Paid on every pay 4% in first year then follow CA increases for extensions beyond one year		
TEMPORARY	hours based on need & posting	No coverages (however treat same as full-time or part-time employee if contract extends beyond one year) - not eligible for LTD							Yes if contract extended past one year - prorated for % of full-time hours and to end of contract	Yes following two years - see RPP plan for minimum annual earnings limits	Yes following two years - see RPP plan for minimum annual earnings limits	Paid on every pay 4% in first year then follow CA increments for extensions beyond one year		
STUDENT	15 - 36 hrs/wk typically employed through Grant process	No coverages - non-union members as approved by letter of concurrence from Union for each student, each year							No	No contribution	N/A	Paid on every pay as per ESA		
Maternity/Paternity Leave		Employee pays same premiums as though still working							Yes	CMHA contributes as though employee still working	If continuity of voluntary contributions are desired, employee forwards payments	Accrued as per CA as though individual is physically at work		
Short Term Sick Leave		Employer and Employee will make its portion of the benefit premium payments on a monthly basis for a maximum of 4 months or 16 weeks							No	No contribution		None		
Long Term Disability	Premium waived by insurance carrier	N/A	Premium waived by insurance carrier	N/A	Premium waived by insurance carrier	Employee will pre-arrange to pay full benefit premiums in order to continue benefits during absence		No	Considered employed until termination or settlement - vesting rules include LTD period (no agency contribution during LTD period)		None			
Other posts	Employee pays full benefit premiums in order to continue benefits during absence											No	No Contribution	None
Over 65	CMHA assists Employee to find similar coverage and pays same premiums as though employee were still under age 65											Yes	May draw as early as 55 but not later and 69	As per CA
Retired	NONE												Available after vesting period as defined in plan.	None
Death	Paid to beneficiary										Paid to beneficiary		None	

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APPENDIX "B"

Labour Management Committee – Terms of Reference

A) OBJECTIVE/PURPOSE

Both parties recognize their interest in delivering services to clients of CMHA Niagara in an efficient and sensitive, and fair manner. Parties also agree that good working conditions are important for both labour and management.

The Committee will provide an open forum for communication to better serve clients and resolve issues which arise between the parties.

It is understood and agreed that the Committee does not discuss issues that are processed through the grievance procedure, including those in the complaint stage.

B) MANDATE

Both parties agree that they shall have no authority to change, delete, or modify any terms of the Collective Agreement, Letters of Understanding, not to settle grievances arising under the Agreement. Committee discussion shall remain confidential and not be publicized except for those recommendations and /or actions that have been mutually agreed upon.

C) COMMITTEE

Committee Members for Management will consist of: ED or Designate, and a Program Manager, Human Resources and H.R. Assistant.

Committee Members for Union will consist of: Unit Vice President, Unit Grievance Officer or designate and a CUPE 1287 representative and National Representative.

Additional Union and Management guests will be invited, from time to time, as the agenda demands.

The Committee may amend this Appendix from time to time as needed to conform with the ongoing changes of the Agency.

D) PROCEDURES

1) Rotation of Positions

The position of Chair will rotate once per year between management and labour. Minutes will be taken and distributed by the person not responsible for chairing.

2) Agenda

The Chair will call for agenda items approximately ten (10) working days prior to the scheduled meeting. The Chair will integrate the agenda items and distribute approximately five (5) working days prior to the scheduled meeting.

Emergency items will be entered on the agenda, up to and including the day of the meeting, with the agreement of both parties.

3) Minutes

Minutes will be distributed to all parties for review with five (5) days of the meeting.

Minutes will be action based with brief notes on the discussion and entered on the accompanying template.

The Committee will post approved minutes on the 'P:drive' as per the Collective Agreement. Members of the Health and Safety Committee, Leadership Committee, and Management Committee may share minutes and exchange guest presenters.

4) Chair

The Chair will be responsible for the agenda.

The Chair will facilitate an open, respectful, and focused discussion.

5) Meeting Times

A minimum of 2 Meetings will be pre-arranged for a six-month period. Additional meetings will be scheduled as the agenda warrants.

6) Location of Meetings

The parties will mutually agree to a location for the meetings.

E) **AMENDMENTS TO THE TERMS OF REFERENCE**

The Committee will have the sole authority to implement amendments, additions, or deletions to the Terms of Reference. The Terms will be reviewed at negotiations.

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH ASSOCIATION

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

Re: Pay Equity

During the lifetime of the Collective Agreement the parties agree to address the issues of pay equity.

Signed electronically this 23rd day of June, 2023.

FOR CUPE LOCAL 1287

FOR CANADIAN MENTAL HEALTH  
ASSOCIATION

Brenda Cervantes  
Brenda Cervantes (Jun 27, 2023 17:18 EDT)

Maitha Gilgus

D. Kirchmayer  
D. Kirchmayer (Jun 23, 2023 18:48 EDT)

Claudia Miele  
Claudia Miele (Jun 27, 2023 09:07 EDT)

Alicia Taylor  
Alicia Taylor (Jun 25, 2023 18:17 EDT)

E. 5th

Jenny Gregory  
Jenny Gregory (Jun 9, 2023 18:09 EDT)

Willie

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH ASSOCIATION

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

Re: Joint Job Evaluation, Pay Equity & Internal Equity

Prior to the expiration of this Collective Agreement the Parties will conclude negotiations on a gender neutral Joint Job Evaluation Program to establish both Pay Equity and Internal Equity for all bargaining unit classifications.

Signed electronically this 23rd day of June, 2023.

FOR CUPE LOCAL 1287

FOR CANADIAN MENTAL HEALTH  
ASSOCIATION

Brenda Cervantes

Brenda Cervantes (Jun 27, 2023 17:15 EDT)

Noah Gilman

D. Kirchmayer

D. Kirchmayer (Jun 23, 2023 18:48 EDT)

Claudia Miele

Claudia Miele (Jun 27, 2023 09:01 EDT)

Alicia Taylor

Alicia Taylor (Jun 23, 2023 10:17 EDT)

[Signature]

Jenny Gregory

Jenny Gregory (Jun 9, 2023 10:09 EDT)

[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH ASSOCIATION

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

Re: Hiring Process

The Employer will develop and offer an Interview Preparation workshop to all staff members who may be interested in submitting internal applications for CMHA Niagara job postings. The Interview Preparation workshop would be stored online electronically and would be accessible to all staff. The workshop itself will detail the hiring process, identify all relatable competencies to be measured, and how the interview tool is utilized. Identify how behavioural and situational interview questions differ and how to prepare for a behavioural interview.

The Employer will begin to utilize a consistent hiring committee, consisting of the Employer who is filling the vacancy, and an equal amount of volunteer Front line staff members who have been trained on how to properly interview and use the interview tool. Such involvement of Bargaining Unit member(s) shall not prejudice the position of the Union in the event of a grievance. The Program Manager will have final approval of the hiring committee members.

The Employer will enhance the Adjusted Index portion of the hiring tool to include definitions and scale for interviewers to refer to, similar to the scale used to score competencies.

The Employer will revise all internal hiring policies and the narrative attached to the interview tool to include language that describes how seniority is utilized during the interview process.

Signed electronically this 23rd day of June, 2023.

FOR CUPE LOCAL 1287

Branda Cervantes  
Branda Cervantes (Jun 21, 2023 11:12 EDT)

D. Kirchmayer  
D Kirchmayer (Jun 23, 2023 10:48 EDT)

Alicia Taylor  
Alicia Taylor (Jun 23, 2023 10:17 EDT)

Jenny Gregory  
Jenny Gregory (Jun 9, 2023 10:09 EDT)

WU

FOR CANADIAN MENTAL HEALTH  
ASSOCIATION

Noah Gillies

Claudia Miele  
Claudia Miele (Jun 21, 2023 09:07 EDT)

LS

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LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH ASSOCIATION

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

Re: Auto Damage and Soiling

The parties agree that the conditions found within this letter of agreement shall apply exclusively to employees who transport a client in their personal vehicle, and

Whereas the application of this agreement requires the employee to have transported the consumer of services in accordance with the requirement of the employer, and according to Employer policies and training,

The parties agree as follows:

1. In the event of damage to a staff members vehicle as a direct verifiable action by a client while transporting a client, the staff member shall notify the Manager in writing within 24 hours of the occurrence using the Incident Report.
2. The employee shall provide two written estimates of the cost for conducting the required repair's and;
3. Prior to having repairs performed the employee must obtain written approval to proceed with the repairs from the employer. The employer shall not unreasonably withhold or delay the granting of such approval and:
4. If damage results of soiling, bed bugs or body fluids the employees shall obtain two estimates for the cleaning of the damage limited to the affected area and the employee shall seek authorization for the cleaning or repair as per above and:
5. The employer shall have the unfettered right to select the preferred service provider to perform the repairs from the estimates provided by the employee and shall pay the service provider directly.
6. Expenses up to a maximum of \$500, including insurance premiums and deductibles, will not be reimbursed if damage caused is covered by insurance or if it is found the employee did not follow the employer policies and training.

The above forms the entire agreement between the parties as regards to this matter.

Signed electronically this 23rd day of June, 2023.

FOR CUPE LOCAL 1287

Brenda Cervantes  
Brenda Cervantes | Jun 21, 2023 11:15 EDT

D. Kirchmayer  
D. Kirchmayer | Jun 23, 2023 8:44 EDT

Alicia Taylor  
Alicia Taylor | Jun 23, 2023 10:17 EDT

Jenny Gregory  
Jenny Gregory | Jun 23, 2023 10:07 EDT

Willie

FOR CANADIAN MENTAL HEALTH  
ASSOCIATION

Neathu Gellera

Claudia Miele  
Claudia Miele | Jun 27, 2023 09:07 EDT

[Signature]

[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH ASSOCIATION

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

Re: Work of the Bargaining Unit

Whereas article 2.01 in the collective agreement only allows managers to perform work of the bargaining unit in cases of emergencies and for the purposes of instruction or training;

Whereas the employer has implemented a DBT team which includes a manager having the responsibility of a client or skills training to maintain the integrity of the program;

Whereas in the future, other programs may need to include a manager taking on a client to maintain the integrity of the program;

Whereas the employer notified the union that maintaining clinical skills for Managers is critical for the operations of the business and to provide ongoing employment opportunities;

Whereas the union is concerned about ensuring that bargaining unit work remain with the members of the bargaining unit;

and

Whereas the employer has no intention of taking on extra work and doing work of the bargaining unit;

Therefore, the parties agree:

- 1) For the purposes of the instruction or training for the DBT program and for any future programs, or as necessary to implement evidence based best practices, the employer will provide the union with sufficient evidence that shows that the Manager must have the clinical skills for the program in order to receive future funding.
- 2) The employer will provide the above evidence for the program to the union at least 60 days, wherever possible, prior to implementation of the program.

Signed electronically this 23rd day of June, 2023.

FOR CUPE LOCAL 1287

Brenda Cervantes  
Brenda Cervantes (Jun 21, 2023 17:15 EDT)

D. Kirchmayer  
D. Kirchmayer (Jun 23, 2023 18:48 EDT)

Alicia Taylor  
Alicia Taylor (Jun 23, 2023 18:17 EDT)

Jenny Gregory  
Jenny Gregory (Aug 9, 2023 10:07 EDT)

Shane

FOR CANADIAN MENTAL HEALTH  
ASSOCIATION

Noah Gillespie

Claudia Miele  
Claudia Miele (Jun 27, 2023 09:07 EDT)

[Signature]

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LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH ASSOCIATION

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

Re: Acting Pay – Assignment Protocol and Rates

The parties agree the following terms and conditions are to be applied when the Employer determines it needs to reassign personnel to address temporary short-term vacancies within part-time and full-time positions, not including relief staff positions, or to meet operational demands. This memorandum is intended for managing circumstances related to backfilling short-term vacancies or for addressing spikes in operational demands not otherwise addressed in the collective agreement.

When an employee is assigned by the employer to perform the principle duties of a higher rated position for more than three (3) consecutive hours, the employee shall receive the rate of the higher classification for all hours worked. To be clear, compensation "Acting Pay" at the higher job rate shall only apply where the duties of the higher paid classification are undertaken at the express direction of the Employer. Where practical to do so the direction to assume the duties of the higher classification will be confirmed in writing (or by email) prior to the duties being assumed.

Management has the sole right to determine who is qualified. In the event more than one bargaining unit member is qualified and reasonably available to be temporarily upgraded to the higher rated job classification such opportunity shall be offered in seniority order unless to do so would disrupt the efficient operations of the Employer.

Where the temporary reassignment is to a lower rated classification, the employee shall continue to receive their regular rate of pay and benefit entitlement. Temporary assignments to lower rated classifications shall first be offered to qualified staff on a volunteer basis and if no one volunteers

the Employer shall appoint qualified staff in reverse order of seniority consistent with operational efficiency.

Should either party identify situations not covered by the collective agreement or this memorandum relating to the reassignment of staff such situation will be discussed at a Labour Management meeting.

Signed electronically this 23rd day of June, 2023.

FOR CUPE LOCAL 1287

FOR CANADIAN MENTAL HEALTH  
ASSOCIATION

Brenda Cervantes  
Brenda Cervantes (Jun 27, 2023 17:15 EDT)

Noah Gillispie

D. Kirchmayer  
D. Kirchmayer (Jun 23, 2023 12:48 EDT)

Claudia Miele  
Claudia Miele (Jun 27, 2023 09:27 EDT)

Alicia Taylor  
Alicia Taylor (Jun 25, 2023 10:17 EDT)

E. ...

Jenny Gregory  
Jenny Gregory (Jun 27, 2023 10:01 EDT)

Wille

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH ASSOCIATION

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

Re: Cell Phone and Telecommunications

The Employer shall provide a monthly remuneration of fifty dollars (\$50) for designated employees to apply to their mobile communication device for purposes of their professional services and assigned work on behalf of CMHA Niagara, as identified in Policy 500.09 Cell Phone and Telecommunications Policy.

The Employer shall notify the President or Designate and the Recording Secretary of the Union of changes to the policy.

Signed electronically this 23rd day of June, 2023.

FOR CUPE LOCAL 1287

Branda Cervantes  
Branda Cervantes | Jun 11, 2023 17:15 EDT

D. Kirchmayer  
D. Kirchmayer | Jun 23, 2023 12:48 EDT

Alicia Taylor  
Alicia Taylor | Jun 25, 2023 10:17 EDT

Jenny Gregory  
Jenny Gregory | Jun 5, 2023 17:07 EDT

Wille

FOR CANADIAN MENTAL HEALTH  
ASSOCIATION

Debbie Gallagher

Claudia Miele  
Claudia Miele | Jun 21, 2023 09:07 EDT

[Signature]

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LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH ASSOCIATION

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

Re: Procedures for Filling Shifts

1. For immediate shift coverage, staff or Manager will call/text around for coverage in order of seniority.
2. Shifts that are not immediate (48 + hours away) will be sent out by email. Staff may provide a personal email address for this to ensure they are able to get the shift emails when they are not working.
3. For shifts within 48 hours, the first employee who can fulfill the entire shift will be given the shift first. In the event after a thirty-minute call-in period, no employee is able to fulfill the entire shift, partial coverages will be offered in order of seniority. Staff will be required to respond to the original call or email with their ability to work part of the shift, if it is offered as a partial shift, the Manager will not be calling around again to everyone to offer the partial shifts.
4. For shifts beyond 48 hours - 1 week, Staff will be given 24 hours to respond.
5. For shifts beyond 1 week, Staff will be given 48 hours to respond.
6. Shifts will be filled in order of seniority starting with Relief in the Program, then to Part Time Staff in the Program, if applicable, then to Full Time Staff in the Program, and then to Alternate Staff if applicable
7. Once a relief or PT staff reaches 70 hours in a pay period, the shift will go to the next person in order of seniority until all staff in the program have been contacted. For example, if relief A is at 72 hours; but relief B is at 40 hours, then relief B would get the shift, continuing in order of seniority. If the shift is still uncovered, the shift will then be offered to FT Staff in the program in order of seniority, who are over 70 hours in the pay period. If still uncovered, it would be offered to then PT and then Relief.
8. Every attempt will be made to not have staff exceeding 88 hours in a pay period. If this occurs, it must be a last resort and must be approved by a manager.
9. It is expected that a staff accepting a shift will disclose to the person filling the shift if it will put them over 70 hours that requires offering the shift to others with less seniority and alternatively over the 88 that requires overtime pay.

10. Staff who have already accepted a shift in a program cannot bid on other shifts in another program. The exception to this being - If/when coverage required in an essential service program, where no one else can work and the Managers of both programs agree.
11. Once a shift has been confirmed with staff by Management, then it is finalized.
12. Alternate Staff will only be used in essential services, i.e., Safe Beds, COAST & MCRRT and only as a last resort when all staff in the program have been offered the hours. The Alternate Staff can consist of any qualified staff in the agency, who are agreeable to be contacted in such situations. (Qualifications would be based on job requirements). The Program Manager or Manager-on-call is responsible for calling alternate staff, confirming shifts, and informing Staff in Program that it immediately effects.
13. Staff who are ineligible to take shifts during a contract or until completion of training are eligible to receive and accept future shifts following the end of their contract or training period if this date is known.
14. New staff call-in lists for Safe Beds, USS, COAST and MCRRT will be uploaded and distributed to the Team Drives semi-annually on January 1 and July 1 (with the exception of statutory holidays).
15. Additionally, these lists should be updated every time there is a Staffing change. These lists will be based on updated seniority hours.

Signed electronically this 23rd day of June, 2023.

FOR CUPE LOCAL 1287

Branda Cervantes  
Branda Cervantes (Jun 21, 2023 17:15 EDT)

D. Kirchmayer  
D. Kirchmayer (Jun 23, 2023 18:48 EDT)

Alicia Taylor  
Alicia Taylor (Jul 26, 2023 18:17 EDT)

Jenny Gregory  
Jenny Gregory (Aug 9, 2023 10:02 EDT)

W. W.

FOR CANADIAN MENTAL HEALTH  
ASSOCIATION

Debbie Gillespie

Claudia Miele  
Claudia Miele (Jun 21, 2023 19:01 EDT)

W. W.

W. W.

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH ASSOCIATION

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1287

Re: Schedule A, Bill 124

In the event that *Protecting a Sustainable Public Sector for Future Generations Act, 2019* (commonly referred to as "Bill 124") comes back into force either by a stay or appeal of the Ontario Superior Court with respect to the constitutionality of Bill 124, the Parties will meet to determine if any amendments are required to this Agreement to comply with Bill 124.

The Parties further agree that in the event that the appeal(s) with respect to Bill 124 are unsuccessful and Bill 124 is of no force and effect and is not the subject of any ongoing appeal during the term of the renewal collective agreement the parties will meet to discuss the allocation of any restitutionary funding if made available to the employer as a consequence.

Signed electronically this 23rd day of June, 2023.

FOR CUPE LOCAL 1287

Brenda Corvantes

Brenda Corvantes (Jun 27, 2023 11:17:19 EDT)

D. Kirchmayer


D. Kirchmayer (Jun 13, 2023 18:48 EDT)

Alicia Taylor

Alicia Taylor (Jun 25, 2023 19:17 EDT)

Jenny Gregory

Jenny Gregory (Aug 9, 2023 10:05 EDT)



FOR CANADIAN MENTAL HEALTH  
ASSOCIATION

Neelke Gellings

Claudia Miele

Claudia Miele (Jun 27, 2023 09:01 EDT)

