

Collective Agreement

between

Ontario Public Service Employees Union
on behalf of its Local 684

and

Canadian Mental Health Association
Algoma Branch

DURATION: October 1, 2022 – September 30, 2025



Sector 18
6-684-10355-20250930-18

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ARTICLE 1 – RECOGNITION AND PURPOSE

- 1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit described below:

Bargaining Unit

All employees of the Canadian Mental Health Association Algoma save and except Supervisors, those above the rank of Supervisor, Students employed during the school vacation period and Executive Assistants.

Clarity note: the above-noted bargaining unit description includes all Psychiatric Case Managers, Community Rehabilitation Workers, Assessment Counsellors, and Peer Support Workers. The Employer shall employ no more than two (2) Executive Assistants employed in a confidential capacity relating to labour relations at any given time.

- 1.02 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement; to promote the morale, well-being and security of all employees through the prompt and fair disposition of grievances, and to provide fair compensation, hours and working conditions for the employees.

It is the general purpose of this agreement to:

- (a) maintain and improve harmonious relations and settle conditions of employment;
- (b) recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment and services as provided in this collective agreement;
- (c) facilitate the parties working together to encourage a high quality service to clients and members of the Employer;
- (d) foster a public opinion which would motivate support for optimal provision of programs and facilities for individuals with mental health concerns.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union recognizes and acknowledges that all management rights, including, but not limited to, the right to manage the operation and direct the workforce, are vested exclusively in and shall remain solely with the Employer except as specifically limited by a provision of this agreement. Without limiting the foregoing

the Union acknowledges that it is the exclusive function of the Employer, subject to an express provision of this agreement to:

- (a) manage and operate its business in all respects; direct, plan and control operations; determine programs and services to be offered; the type, location and timing of services or programs to be offered; determine business relationships, partnerships and alliances; financially and procedurally organize the business in all respects;
- (b) maintain order, discipline and efficiency;
- (c) hire, rehire, classify, transfer, assign, appoint, promote, demote, lay-off, recall, suspend and to discipline or discharge any employee for just cause provided that a claim by an employee who has been disciplined or discharged may be the subject of a grievance and/or arbitration and dealt with as provided in this agreement;
- (d) make, enforce and alter from time to time reasonable rules, regulations, policies and procedures to be observed by the employees;
- (e) plan, supervise, direct and reasonably control all work performed;
- (f) determine job classifications, and the content of jobs, the schedules and hours of work subject to the terms of the collective agreement, work assignments, the number of employees to be employed, the modification, discontinuance or addition of occupational classifications, job procedures, the equipment and material to be used, the nature and kind of business to be conducted, the location of operations, the processes or operations, the extension, limitations, curtailment or cessation of operations, or any part thereof and the use of improved or changed methods of delivering services.
- (g) make such decisions as the Employer deems necessary to fulfill its mandate to serve the needs of the clients including, without limiting the generality of the foregoing, to determine and establish standards and procedures for and related to the care, welfare, rehabilitation safety and comfort of the clients of the Employer.
- (h) determine and establish reasonable methods of training and the qualifications, skills and abilities required for an employee to perform any particular job.

2.02 The Employer agrees that it will not exercise its function in a manner inconsistent with the provisions of this agreement. Any violation of the article may be made the subject of a grievance.

- 2.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative, which may conflict with the terms of this collective agreement.

ARTICLE 3 – DEFINITIONS

- 3.01 A Permanent Full-Time employee is an employee who has completed their probationary period set out elsewhere in this Agreement and is scheduled to work thirty-five hours (35) per week or more.
- 3.02 A Permanent Part-Time employee is an employee who has completed their probationary period set out elsewhere in this Agreement, and is regularly scheduled to work less than thirty-five (35) hours per week.

Note: It is agreed and understood that this provision will not be used to arbitrarily reduce hours or to alter the current full-time status of employees.

- 3.03 A Casual Employee is an employee who is not regularly scheduled, who does not commit to be available for work on a regular basis, and who may elect to work or not, when asked to.

Casual Employees will only be used when full-time or part-time employees are either temporarily unable to do so or are not available to work without being entitled to overtime.

- 3.04 A Probationary Employee is an employee who is serving a probationary period as set out elsewhere in this Agreement, and upon the successful completion of the aforementioned probationary period, shall obtain permanent employee status.
- 3.05 Temporary Employee is an employee who works for a temporary period of time due to an absence of a full-time or regular part-time employee for reasons such as pregnancy/parental leave, sick leave, filling for an employee on modified work, or due to temporary funding which lasts a maximum of two (2) years.
- 3.06 Where this agreement refers to the Chief Executive Officer (CEO) it shall mean the Chief Executive Officer (CEO) or designate.
- 3.07 For the purposes of this agreement, “Days” shall mean business Days.

ARTICLE 4 – UNION ACTIVITY

- 4.01 The Union agrees there will be no solicitation for membership or other Union activity on the premises of the Employer during an employee’s working hours

except as otherwise provided in this Agreement or by approval of the Manager of Human Resources or designate. The Employer agrees that there will be no discrimination against any employee by reason of membership or activity in the Union.

4.02 The parties agree that there shall be no intimidation, interference, restriction or coercion exercised or practiced against employees of the Employer, members of the bargaining unit or representatives of the Union by either the Employer, Union, employees, members of the Union or representatives of the Union as applicable for any reason including the exercise of any member or employee of any right under this Agreement.

4.03 Negotiating Committee

The Employer recognizes a negotiating committee comprised of three (3) employee representatives of the Union for the purpose of negotiating a renewal agreement. Where the composition of the negotiating committee adversely impacts the Employer's operation, the Employer may redeploy staff from other areas to cover the absence of the negotiating committee. The Employer agrees to pay employee members of the negotiating committee to attend up to four (4) days of negotiations for the renewal of the collective agreement.

The Employer will bill the Union monthly for one hundred percent (100%) reimbursement by the Union for the wages and benefits paid to such members for any days in excess of four (4) days of negotiations for the renewal of this collective agreement. For clarity, it is agreed and understood that employee members of the negotiating committee shall not be compensated by the Employer for any time beyond the employee's regularly scheduled hours of work.

It shall be the negotiating committee's function to meet with the Employer to amend or to negotiate the renewal of this agreement.

The Union shall notify the Employer in writing of the names of the members of the Union negotiating committee at the time of their appointment and the Employer shall not be required to recognize any committee member until it has been notified.

4.04 All new bargaining unit employees shall meet with a representative of the Union, as arranged by the representative, in the employ of the Employer for a period of no more than thirty (30) minutes during the employee's orientation period without loss of regular earnings. If more time is required the request can be submitted to the Manager of Human Resources or designate and such request will not be unreasonably denied. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the collective agreement. These interviews will be arranged in advance by the unit steward or designate and may be arranged collectively or individually. Upon hire the Employer will

advise the unit steward or designate in writing of the name, job classification and start date of any newly hired bargaining unit employee.

- 4.05 In addition to the above employees, the Employer shall also recognize a Union Staff Representative who may be assigned to assist these employees in the discharge of their Union duties.
- 4.06 A Union Staff Representative may enter the premises of the Employer to conduct Union business after receiving prior permission of the Manager of Human Resources or designate. Such permission will not be unreasonably withheld.
- 4.07 An employee has the right to a Union steward of their choosing, including a Union Staff Representative, without interference from the Employer when requested by either party. The availability or lack thereof with respect to the chosen representative will not unnecessarily delay processes as set forth in this agreement.
- 4.08 Union stewards or a Union Staff Representative may attend at any meetings which pertain to any concerns with the collective agreement for which they are required or requested by the employee, with the Employer without loss of pay or benefits. Union stewards should not cancel or change client services/cancel appointments in order to attend meetings except if approved by the Employer, which approval will not be unreasonably denied.
- 4.09 The Employer will not recognize any employees as Union stewards until it has received written notice from the Union to this effect. The Employer understands that the Union stewards or Union Staff Representatives have a responsibility to assist employees in presenting and processing their grievances to the Employer or its representative.

ARTICLE 5 – NO DISCRIMINATION OR HARASSMENT

- 5.01 The Employer and the Union agree that there shall be no discrimination against any employees by representatives of the Agency or representatives of the Union, nor shall there be any discrimination with respect to race, creed, colour, age, sex (including pregnancy), family status, marital status, place of origin, ethnic origin, Union activity or Union membership, gender identity, gender expression, sexual orientation or disability, and any other grounds that may be added in the *Ontario Human Rights Code*.
- 5.02 The Employer and the Union agree that there shall be no intimidation, harassment, or bullying exercised or practiced by the Employer, the Union or any of either of their representatives.

ARTICLE 6 – UNION DUES

6.01 The Employer shall deduct Union dues commencing from the first (1st) day of employment, from each pay of each employee, starting with the pay period nearest to the effective date of this Agreement, an amount equivalent to such Union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from all retroactive wage payments.

The Employer agrees that it will remit payment to the Union no later than the 15th day of each month following the month in which dues were deducted. The total amount of such deductions shall be forwarded to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario. The remittance shall be accompanied by a list of names, employee number or a unique identifier, and the amount deducted. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence, and may be either in hard copy or electronic copy.

6.02 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.

6.03 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of Union dues as herein provided.

6.04 The Employer agrees to report total annual Union dues deducted on T4 slips.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 For the purposes of this agreement, a grievance is defined as a dispute between the Employer and one or more bargaining unit employees concerning the interpretation and application of the terms of the collective agreement, an allegation by either of the parties that the agreement has been misinterpreted or violated, and including any question as to whether a matter is arbitrable.

7.02 Step 1 - Informal Process

It is the mutual desire of the parties hereto that complaints of employees shall be dealt with as quickly as possible. An employee who believes they have a grievance shall raise it first as a complaint within fifteen (15) Days after the circumstances giving rise to the grievance have occurred or ought to have reasonably come to the attention of the employee.

It is understood that the employee has no grievance until they have first brought the complaint to the attention of their supervisor or designate, orally or in writing and has given them an opportunity to resolve it within seven (7) Days.

Failing a resolution, the employee must file their grievance under Step 2 within seven (7) Days of the supervisor or designate's response to the initial complaint.

Employees may request the assistance of a Union steward or Union Staff representative or designate at all stages of the grievance procedure. As provided in Article 4.08, an employee and their Union steward shall be given time off with no loss of pay or benefits to attend any grievance meeting with the Employer provided for in this article.

7.03 Step 2 – Written Grievance

Failing settlement, within seven (7) Days after the date the decision in Step 1 is given or due, the employee, with the assistance of the Union steward or Union Staff representative, may submit the grievance in writing to the Manager of Human Resources or their designate who shall convene a meeting within seven (7) Days following the presentation of the grievance to them. The decision of the Manager of Human Resources or their designate shall be delivered in writing within seven (7) Days following the date of such meeting to the employee and their Union steward or Union Staff representative.

Prior to the Step 2 meeting date being established, the parties will provide document disclosure upon request, on a without prejudice basis to each other, with the purpose of providing both parties with the opportunity to understand the grievance and to prepare for the resolution meeting(s).

If the decision rendered by the Manager of Human Resources or their designate in Step 2 is not satisfactory, the Union may refer the dispute to arbitration in accordance with the arbitration provisions of this agreement.

7.04 Time Limits

Time limits in the grievance procedure are mandatory. Any discussions or meetings will be scheduled at mutually agreeable times. The grievance shall be deemed to be referred to the next step if the Employer fails to process the grievance within the specified or agreed time limits. The grievance shall be deemed to be abandoned if the employee or Union fails to comply with the specified or agreed time limits. The time limits fixed in the grievance procedure may be extended only by written mutual consent of the parties which shall not be unreasonably denied.

7.05 Group Grievance

Where two (2) or more employees, who are entitled to grieve, are directly affected by one specific complaint or grievance, a group grievance may be originated under Step 1, signed by each such employee within fifteen (15) Days after the event giving rise to the grievance or ought to have reasonably come to the attention of the employee.

7.06 Policy Grievance

Where a grievance arises directly between the Union and Employer regarding the general application or interpretation of the collective agreement, such a grievance may be submitted directly to Step 2 of the grievance procedure, within fifteen (15) Days following the occurrence of the event causing said grievance. However, it is understood that the provisions of this section may not be used with respect to a complaint or grievance directly affecting an employee or employees and that the regular grievance procedure shall not be by-passed.

7.07 Discharge and Discipline Grievance

An employee who is discharged or suspended may file a grievance at Step 2 of the grievance procedure within fifteen (15) Days of such discharge or suspension.

An employee who has not completed their probationary period shall not grieve discipline or discharge that is not arbitrary, discriminatory or in bad faith.

7.08 Management Grievances

It is understood that the Employer may submit to the Union a grievance that a contractual obligation undertaken by the Union in this Agreement has been violated, or that conduct of any union officials has violated the terms of this Agreement. Such grievance, if not resolved by verbal discussion shall be reduced to writing and delivered or forwarded to the Union Staff Representative or designate, whereupon it shall be discussed at Step 2 of the Grievance Procedure. Failing satisfactory settlement within ten (10) Days after the receipt of the Step 2 reply, the Employer may refer the grievance to Arbitration in accordance with the provisions of Article 7.10 following.

7.09 Mediation

The parties may mutually agree to refer one or more grievances to a mediator, agreed to and jointly paid by the parties. The mediation shall be conducted on a "without prejudice" basis and shall not otherwise affect any timelines or provisions of the grievance/arbitration process. In the event that the matter is not settled by mediation, then the matter will revert to the regular grievance process.

7.10 Arbitration

Any grievance alleging violation of this Agreement and including any question as to whether a matter is arbitrable, which has been processed but not settled through the above grievance procedure, may be submitted to arbitration in accordance with this Article.

If no written request for arbitration is received within ten (10) Days after the decision under Step 2 is given or was due, the grievance shall be deemed to have been abandoned, unless extended by written mutual consent of the parties which shall not be unreasonably denied.

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

The party submitting the grievance to arbitration shall concurrently advise the other party in writing of three (3) choices for sole arbitrator. The recipient of the notice will reply in writing either agreeing to one of the proposed choices for sole arbitrator or submitting three (3) alternative choices for persons to serve as sole arbitrator. If the parties are unable to agree within a further thirty (30) Days, the arbitrator shall be appointed by the Minister of Labour for Ontario at the request of either party.

The parties agree that the arbitrator may, with consent of the Parties, attempt to mediate the grievance at arbitration.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, without the consent of the parties.

The parties will share equally the fee and expenses of the sole arbitrator.

The sole arbitrator shall not have any power to modify, amend, or add to any of the provisions of this Agreement, to substitute any new provisions for any existing provisions, to give any decision inconsistent with the terms and provisions of this Agreement.

The decision of the sole arbitrator shall be final and binding upon the parties hereto and the employee or employees concerned.

Arbitrations shall be heard at a mutually agreed upon location.

ARTICLE 8 – LABOUR RELATIONS COMMITTEE

8.01 Labour Relations Committee

- (a) It is agreed that a joint committee called the Labour Relations Committee will be established with four (4) appointed representatives of the Union and up to four (4) representatives of the Employer.
- (b) The Committee shall meet at least bi-monthly at a mutually agreed time and place. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting. Terms of Reference agreed to by the Parties will outline the structure of the meetings.
- (c) The purpose of the Labour Relations Committee is to discuss workplace issues for management or employees. The committee shall not have the power to alter, amend or modify the specific terms of the Agreement.
- (d) Employees serving on the Labour Relations Committee shall not lose regular earnings for time spent attending meetings of the committee.
- (e) Either party may bring in an additional resource person(s) as long as due notice is given prior to the meeting.
- (f) Employees shall have the right to the assistance and attendance of the Union Staff Representative where necessary. Notice of the Union Staff Representative's attendance shall be provided in advance of the meeting.

ARTICLE 9 – PERSONNEL FILE

- 9.01 Any employee shall be entitled to view the entire contents of their personnel file and have a Union steward present during viewing.
- 9.02 A request by an employee for a copy of documents in their file will not be unreasonably denied.
- 9.03 Information may not be added to an employee's file without notice to the employee.
- 9.04 An employee is entitled to submit a written response to letters of counselling, discipline, or performance reviews to the Employer for inclusion in their personnel file.
- 9.05 Where an employee maintains a discipline-free record for a period of eighteen (18) months following receipt of such letter, all records of discipline (save and except for a breach of the *Ontario Human Rights Code* or the *Occupational Health and Safety Act*) will be expunged from the record.

- 9.06 Disciplinary notices respecting abuse of clients, co-workers, or sexual harassment may be relied on by the Employer notwithstanding Article 9.05.
- 9.07 Copies of grievance forms filed by an employee shall not be kept as part of the individual's personnel file.

ARTICLE 10 – HEALTH AND SAFETY

10.01 Joint Health and Safety Committee

The Employer agrees to recognize a Joint Health and Safety Committee comprising of four (4) Union appointed employees and up to four (4) Employer representatives. The Employer agrees to pay the cost of legislated Level 1 and 2 certification training for at least one (1) Union Health and Safety Committee member and at least one (1) Employer member.

10.02 All workplace illnesses and injuries must be reported immediately to the employee's supervisor or designate.

10.03 The Employer will provide required safety equipment in accordance with the *Occupational Health and Safety Act* as amended from time to time.

10.04 In recognition of the employee's rights pursuant to the *Occupational Health and Safety Act*, and in accordance with the law, any employee has the right to refuse entering any unsafe environment which may include, but is not limited to, second hand smoke or where there are illegal activities taking place such as drug consumption, drug dealing or acts of violence.

10.05 (a) It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Employer shall provide orientation and training in health and safety to new and current employees and employees shall attend required health and safety training sessions.

The parties also agree to meet the requirements of the *Occupational Health and Safety Act of Ontario* (OHSA) and the Internal Responsibility System as outlined in the OHSA in all respects.

(b) The Employer agrees to provide coverage under the *Workplace Safety and Insurance Act* for all employees.

(c) The Employer will make reasonable provisions for the health and safety of its employees during their hours of work.

ARTICLE 11 – SENIORITY

11.01 Seniority shall mean an employee's length of continuous service from the last employment start date as detailed by the provisions of Article 11, clause 11.05. For the purpose of clarity, an employee shall only be entitled to seniority once they have successfully completed their probationary period. Seniority shall be credited retroactively to an employee's last employment start date once they are assigned to regular employment.

11.02 There shall be separate seniority lists for all full-time, part-time, and casual employees who have completed their probationary period. Such lists shall be maintained by the Employer. Every January and June, the lists shall be revised, and a copy posted on the Employer's Company File. For purposes of call out shifts, the current seniority list posted will be used. A copy of the seniority lists shall be e-mailed directly to the Unit steward and Union Staff Representative.

11.03 (a) Seniority for part-time and casual employees shall be in hours worked. For the purposes of transfer from full-time to part-time or casual or vice-versa, or for the purpose of comparison between part-time, casual and full-time employees, one year of seniority shall equal one thousand eight hundred and twenty (1820) hours and vice-versa. An employee transferring from part-time or casual to full-time will be placed on the full-time seniority list at a point that reflects their accumulated hours of seniority at the time of transfer and will be granted benefits and vacation in accordance with the collective agreement.

(b) A part-time or casual employee cannot accrue more than 1820 hours of seniority per calendar year. Employees who exceed this amount, will, be notified via email by the Manager of Human Resources or designate and copied to the Unit Steward or designate in January of each calendar year.

11.04 Probationary Period

Newly hired employees shall be on probation for the first nine hundred and ten (910) hours worked, during which time they shall not be entitled to seniority. An employee who successfully completes their probationary period and is assigned to regular employment shall be credited with seniority retroactive to the last employment start date or as acquired under Article 11.01 above. Notwithstanding any other provision of this Collective Agreement to the contrary, the dismissal of an employee during the probationary period shall be at the discretion of the Employer, provided that the Employer does not act in a manner that is arbitrary, discriminatory or in bad faith.

11.05 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit

An employee who is transferred to a position outside the bargaining unit for a period of less than twelve (12) months or such longer period as the parties may agree upon shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within the time periods in this article they shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of their return to the bargaining unit.

Notwithstanding the above, the parties recognize that there may be unique situations which arise where it may be appropriate for seniority and service to accrue for work outside the bargaining unit. Where such situations exist, Employer and the Union have the authority to negotiate the accumulation of seniority for such periods of time. Where Employer and the Union so agree, union dues will continue to be deducted.

11.06 Loss of Seniority and Service

An employee shall lose all service and seniority and shall be deemed to have terminated employment if they:

- (a) voluntarily resign;
- (b) retire;
- (d) is discharged and the discharge is not reversed through the grievance and/or arbitration procedure;
- (e) is laid off without recall for greater than twenty-four (24) months;
- (f) fails to respond to a notification of recall within fifteen (15) working days after notification is sent by the Employer to the employee's last known address by registered mail or courier;
- (g) fails to report to work at the expiration of a leave of absence unless reasons satisfactory to the Employer are given;
- (h) uses a leave of absence for a purpose other than that for which it was granted;
- (i) is absent from work in excess of three (3) consecutive scheduled working days without notifying the Employer or providing a reasonable explanation;
- (j) accepts other employment while on sick leave, short or long term disability without first obtaining consent in writing from the CEO.

ARTICLE 12 – CLASSIFICATIONS

12.01 New Classifications

If the Employer establishes a new classification or substantially changes a current classification in the bargaining unit, the Employer shall advise the Union Staff Representative and Unit Steward prior to the new classification and the rate established. If requested, the Employer agrees to meet with the Union to discuss the wage rate and provide the proposed new job description(s). Where the Union does not agree with the rate established by the Employer, a grievance may be filed to arbitration within fifteen (15) business Days of the meeting to discuss the rate. It is understood that any arbitration board shall be limited to establishing a rate based on the relationship existing amongst the other classifications in the bargaining unit and the duties and responsibilities of the classification involved.

ARTICLE 13 – JOB VACANCIES

13.01 Filling Vacancies

Internal candidates for vacancies or new jobs shall be considered on the following basis.

- (a) The skill, ability, experience, minimum education, and minimum qualifications of the individual to fulfill the normal requirements of the job.
- (b) The seniority of the employee.

Where factor (a) is to all intents and purposes relatively equal as between two (2) or more employees, the relative seniority ranking shall govern, subject to the employee's right to lodge a grievance under the orderly grievance procedure as herein set forth.

13.02 Posting

- (a) Where there is a job vacancy or a new job is created which the Employer requires to be filled, it shall be posted for a ten (10) business Days. Applications for the job shall be in writing and shall be made during the period set out on the posting.
- (b) Bargaining unit jobs at the Employer work sites shall contain at a minimum, the nature of the position, qualifications, wage rate or salary range, job description, and an indication that it is a bargaining unit position represented by OPSEU/SEFPO.

- (c) Internal candidates who meet the minimum academic qualifications as well as the minimum requirements of skill, ability and experience for the vacancy shall be provided with an interview.
- (d) Internal candidates will be interviewed and considered prior to any external candidate.
- (e) Where permanent vacancies become available as determined by the Employer, the Employer shall fill such vacancies as soon as practical. Where necessary, a temporary employee may be used during the recruitment process for no longer than three (3) months.
- (f) A permanent employee awarded a temporary vacancy shall not be entitled to apply for another temporary vacancy until the current temporary posting is completed, unless the posted temporary vacancy has a higher wage. A temporary employee awarded a temporary vacancy shall be entitled to apply for another temporary vacancy, but shall not be permitted to commence the new temporary assignment applied for until the current temporary assignment is completed, unless otherwise agreed to by the Employer and the Union.
- (g) The Employer will move employees who have been selected for positions in accordance with Article 13.01 into their positions within forty-five (45) Days of their selection to the positions.
- (h) The successful applicant to a permanent posting cannot apply for any further job postings for six (6) months following the commencement in the position, unless the posting has a higher wage, or unless by mutual agreement between the Employer and the Union and said agreement will not be arbitrarily withheld.

13.03 The unit steward or designate shall be notified of all temporary vacancies, hiring, transfers, leaves of absences, resignations, and termination of employment within seven (7) Days of the change.

13.04 Temporary Promotion

An employee who is temporarily performing the duties of a higher paying position will receive the closest higher step in the grid of the promotion, retroactive to the start day of such assignment.

13.05 Trial Period

A successful internal applicant shall be allowed a trial period of up to three (3) months during which time the Employer may require the applicant to be returned to their former position if their performance is unsatisfactory. The employee,

during this period, may elect to return to their former position at a date to be mutually agreed between the Employer and employee.

If an employee returns, or is returned during their trial period to their former job and salary, such return shall be without prejudice to the employee's future promotion opportunities.

On termination of a temporary vacancy the employee shall be returned to their former position.

In the event that the employee returns to their former position, any other employee affected as a result of the rearrangement shall also be returned to their former position.

13.06 Job Descriptions

The Employer will provide the Unit Steward with copies of all Employer job descriptions at the signing of this agreement and when any changes or modifications to bargaining unit work are made.

13.07 If the Employer changes job responsibilities and/or requirements substantially (e.g., with respect to program provided, type of client served, or nature of service provided, etc.), the Employer agrees to provide adequate training to perform the required duties of that position.

13.08 Temporary Positions

The selection of employees for temporary positions needed for a period of less than four (4) months is at the Employer's discretion; which will not be exercised in an arbitrary, discriminatory or in bad faith manner for over four (4) months, Article 13.02 will apply.

ARTICLE 14 – LAYOFF, REDUCTION IN HOURS AND RECALL

14.01 If circumstances arise which might warrant a layoff of employees covered by this Agreement, the Employer shall notify the Union forthwith. Upon receipt of such notice, the Union may request a meeting with the Employer to discuss:

- (a) The reasons for layoff;
- (b) Alternative action to avoid or minimize the scope of layoff;
- (c) The individuals to be affected and details of the proposed layoff.

Any agreement between the parties resulting from the above discussions concerning the method of implementation of the layoff will take precedence over the details of the layoff procedure described in this Article, provided that such agreement is in writing, dated and signed by authorized representatives of both parties. Such discussions and potential agreements will be undertaken in good faith by the Union and the Employer.

14.02 Bumping Procedures

In the event of a layoff, temporary and probationary employees shall be laid off prior to permanent employees subject to the provisions which follow, in reverse order of seniority:

- (a) Where the Employer needs to reduce the number of employees in a specific position, the junior employees in that position shall receive layoff notices and be subject to layoff.
- (b) Employees who have received layoff notices and who do not fill vacant positions in their classification under Article 14.07 shall have the right to displace the most junior employee in any position within their classification in which the employee meets the position's education, experience, skill and abilities requirement provided that the employee so displaced is junior to them and providing that:
 - (i) Within five (5) working days of receiving notice of layoff, affected employees, who do not fill vacant positions under Article 14.07 and who choose to exercise the right to displace other employees with lesser seniority, shall advise the Employer of their intentions to displace and of the position claimed.
- (c) It is understood that the senior employees shall bump the most junior employee in their classification for which they have the requisite entry level qualifications and skills. If there is no such opportunity, the senior employee may bump the most junior employee in the next highest classification where the employee meets the position's education, experience, skill and abilities requirements. Where a senior employee displaces a junior employee in a classification, such senior employee shall be subject to the trial period pursuant to Article 13, Clause 13.05 of the collective agreement.
- (d) All displaced employees who possess the seniority to displace more junior employees in their classification and choose to displace another employee shall advise the Employer of their intentions to do so and of the position claimed within the five (5) working day time frame.

- (e) A full-time employee who is unable to bump into a full-time position will be entitled to bump the most junior part-time employee first in their own position in their classification and then within their classification and then into any other classification for which they possess entry level qualifications.
- (f) Where the Employer identifies a need to reduce multiple positions in one classification, the Employer will identify the equal number of the most junior positions which are subject to displacement within the classification. The senior affected employee will choose a position in the junior group identified above as their bump and so on down the list.

For purposes of clarity: if three (3) positions are to be eliminated, the three (3) junior positions will be identified. The senior employee will choose one of the three (3) junior positions as their bump. The next senior employee will choose their bump from the two (2) remaining positions and the third senior employee will bump into the last remaining identified junior position.

- (g) Notwithstanding the above, an affected employee will first exercise their rights to be placed in a vacancy or to bump within the Employer's service area until they have exhausted their bumping options.

14.03 Recall

- (a) Employees who are laid off shall be placed on a recall list and shall retain, but not accrue, seniority in accordance with Article 11.06 (d).
- (b) A laid-off employee who has been placed on the recall list shall be recalled in order of seniority to their previous position, and shall have the right to apply first to open positions within their former classification. Where a laid-off employee is recalled to a position with a higher maximum salary, such employee shall be subject to the trial period pursuant to Article 13.08 of the collective agreement.
- (c) An employee may accept recall to any position within their classification and status which they held at the time of lay-off. Employees recalled to a position other than in their classification and geographic area, from which they were originally laid off, will maintain their rights to fill the next such available vacancy without competition and based solely on whether the employee has superior seniority to any other on the recall list.
- (d) New employees shall not be hired until those laid off have been given an opportunity of recall, provided the employee to be recalled possesses the skill, competence, and efficiency to perform the work.

14.04 Government Funded Programs

The Employer agrees that no bargaining unit employee shall be laid off or experience a reduction in hours as a result of the Employer's participation in Federal, Provincial, and/or Municipal wage assisted workfare or other programs.

14.05 The Employer agrees that all laid off permanent full-time and part-time employees will receive their earned vacation and sick time entitlement for the calendar year in which the layoff occurs.

14.06 Notice of a Layoff or Reduction in Hours

If the Employer is considering reducing hours of work within the bargaining unit to avoid layoffs, the Employer will agree to notify the Union Staff Representative and meet to discuss the possible plan. If the plan is not agreed upon, the bumping procedure in 14.02 will apply.

The Union will be made aware of any lay-off at least sixty (60) Days or whenever the Employer becomes aware of the need, prior to the lay-off commencing. An employee who has completed their probationary period shall also receive a minimum of sixty (60) Days' notice of lay-off. The notice period shall begin when the employee receives official written notice, a copy of which shall be provided to the Union.

14.07 Assignment to Vacancies

Where the Employer has a vacant position which it requires to be filled, employees, who are in receipt of a lay-off notice and who have sufficient skills, abilities and qualifications to perform the central duties outlined in the job description for the position, shall be offered an assignment to that vacant position without competition in order of seniority.

Where none of the employees in receipt of a layoff notice have sufficient ability to perform the central duties outlined in the job description for the vacant position, the Employer shall offer such employees, in order of their seniority, an opportunity to train to fill the vacant position for a period of up to sixty (60) Days.

14.08 Layoff- Severance

(a) Alternatively, a full or part-time employee who has completed the probationary period and who is laid off in accordance with this agreement may elect to accept a termination package in the amount of two (2) weeks regular wages in a non-overtime work week multiplied by the number of the employee's years of service and portions thereof up to a maximum of sixteen (16) weeks less statutory deductions and such calculation of years

of service shall be calculated from the last employment start date to the date of layoff.

- (b) An employee who elects at any time during the recall period prior to being recalled to terminate their employment shall be entitled and receive the termination package at which time the employee's name shall be removed from the recall list, the employee shall relinquish any seniority rights as well as the right to be recalled to employment and the Employer shall have no further obligation with respect to such employee.
- (c) An employee who has not received a notice that they are to be laid off under this article may offer to the Employer that they be selected to be laid off and, in the case that the Employer accepts that offer, the offering employee will, notwithstanding anything to the contrary contained in this agreement, be deemed to be properly laid off without the right to displace a more junior employee having waived the right of recall on receiving the calculated package as stated in (a) above.
- (d) In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums up to the end of the month in which the layoff commenced.

ARTICLE 15 – LEAVES OF ABSENCE

Leave benefits in this section shall apply only to Permanent Full Time and Permanent Part time employees. Casual and Temporary Employees will not be entitled to leave benefits, other than the entitlement under 15.03.

Leave "days" will be interpreted based on scheduled "shifts" for permanent part-time employees. For example, where a Permanent Part-Time person is entitled to a leave "day" they will be paid for one regularly schedule "shift".

15.01 Education Leave

After two (2) years of employment, the Employer may grant a leave of absence with or without pay to a maximum of twelve (12) calendar months to an employee requesting leave to pursue further education. Such leave request shall be made in writing at least ninety (90) calendar days before its commencement. The granting or denial of the request for leave shall be at the sole discretion of the Employer who shall respond to the request within twenty-one (21) calendar days of its receipt. Requests of this nature will not be unreasonably denied. Seniority shall accumulate during any such leave.

15.02 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend legal proceedings as a witness, the employee shall not lose regular pay or benefits because of necessary absence from work due to attendance, provided that the employee:

- (a) Informs the Manager of Human Resources upon being notified that the employee will be required to attend court, inquests or hearings;
- (b) Presents proof of service requiring the employee's attendance;
- (c) All additional expenses will be paid by the Employer if the attendance is due to work-related reasons;
- (d) Repays the amount, other than expenses paid to the employee for such services or attendance, to the Employer; and
- (e) Resumes performance of their regular duties during any reasonable period when they are not required to be in attendance at court.

15.03 Union leave

- (a) The Employer upon at least two (2) weeks' written notice from the Union shall grant a leave of absence to employees appointed by the Union to attend Union functions (excluding any leave under Article 15.03 (b) and (c)). Where the Union leave adversely impacts the Employer's operation, the Employer may redeploy staff from other areas to cover the absence.
- (b) When an employee is elected as the Union's President or First Vice-President (provincially) the Union shall, immediately following such election, advise the Employer of the name of the employee so elected. A leave of absence shall be granted from the employee's place of employment for the duration of the current term of office.
- (c) Where an employee is elected or appointed as an Executive Board Member or Executive Officer of OPSEU/SEFPO, such employee shall be granted a leave of absence with pay and benefits to exercise the duties of such appointment, provided that the employee gives the Employer at least four (4) weeks' written notice, and such leave shall be restricted to one (1) employee at any one time.
- (d) When the employee returns at the conclusion of the leave of absence, they will return to the position that they held at the commencement of the leave. If the position no longer exists, Article 14 will apply.

- (e) The Employer will continue to pay wages and benefits and then invoice the Union for reimbursement for any leave granted under Article 15.03 (a), (b), (c).
- (f) In addition to any other entitlements in this collective agreement, the local Union will be provided with eight (8) hours per month of paid time off for local Union administration. These hours will be assigned at the discretion of the Unit Steward or designate in the bargaining unit for use by the stewards of the unit and subject to two (2) weeks' notice and approval by the Employer unless otherwise agreed to by both parties. This leave will be used to prepare for grievances, meet with the Union Staff Representative, attend educational sessions, and deal with other Union business.
- (g) There will be no loss of seniority or service during such leaves of absence.

15.04 Personal Leaves of Absence

Other than for educational leaves dealt with in Article 15.01, all requests for leaves of absence not longer than two (2) weeks shall be made in writing, setting out the reasons for the request and submitted to the employee's supervisor for approval not later than seven (7) days unless otherwise specified, prior to the requested date of leave. The Employer, at its discretion, may grant such leave, with or without pay. Where requests are made for leaves of absence longer than two (2) weeks and up to four (4) weeks, requests must be submitted at least thirty (30) days prior to the commencement. Where requests are made for leaves of absence longer than four (4) weeks, requests must be submitted at least sixty (60) days prior to the commencement of the leave. The Employer agrees to consider individual circumstances regarding an employee's inability to meet the notice period above, and may approve based on those factors. Such requests will not be unreasonably denied. The Employer will respond to such requests within five (5) Days except in cases of emergency, in which case a reply will be given as soon as possible. Once such leave has been approved, it will not be cancelled by the Employer without the agreement of the employee.

Notwithstanding the foregoing, the employee's supervisor may grant a leave of absence for medical or dental appointments including personal emergencies and/or family illness following a verbal request by an employee, which shall be as far in advance as possible. Such request for time off shall not be unreasonably denied. Employees may use compensating time, sick leave, vacation credits, or may make up the time off at a time mutually agreeable to the employee and the supervisor.

15.05 Bereavement Leave

Definition - Employee's Immediate Family Member

Spouse, common-law partner, children, step-children, parents, step-parents, person "in loco parentis", siblings, parents-in-law, siblings in law, grandparents of either spouse or common-law partner, grandchildren of either spouse or common-law partner.

Definition – Employee's Extended Family Member

Significant other (i.e. a boyfriend/girlfriend, same sex relationship), foster children living in the employee's home at the time of death, nieces, nephews, aunts, uncles.

An employee shall be entitled to leave of absence without reduction of salary or benefits up to a maximum number of working days noted below for the purpose of attending the funeral or ceremony and grieving the death of a family member.

- (a) Immediate family member: five (5) days.
- (b) Extended family member: three (3) days.
- (c) Employee reserves the right to defer the use of bereavement days for up to one (1) year. (i.e. spring internment, cultural burial customs, etc.)

If the employee requires additional time off, they may arrange with their supervisor for vacation, lieu time or leave with or without pay.

15.06 Personal Leave/Wellness Days

Permanent Full-time employees and Permanent Part Time Employees who are regularly scheduled seven (7) hours per day or over shall receive credit of six (6) personal leave Shifts on April 1st of each year. Personal leave can be used for any reason. These employees may take Personal Leave/Wellness Days in half day increments. Employees will provide as much notice as possible of Personal Leave/Wellness Days to be taken.

- 15.07 All leaves in Article 15 other than Bereavement leave and Union leave shall be prorated in the employee's first and last year of employment. No leave days may be carried over or converted to cash.

ARTICLE 16 – PREGNANCY AND PARENTAL/ADOPTION LEAVE

The Employer agrees to grant pregnancy and parental leave in accordance with the provisions of the *Employment Standards Act* as it may be amended from time to time.

16.01 Pregnancy Leave

It is understood that such employee will give the Manager of Human Resources two (2) weeks' notice in writing of the date the leave is to begin.

An employee who has been employed by the Employer for at least one (1) year and who is on pregnancy leave who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to the *Employment Insurance Act* shall be paid a supplemental employment benefit top-up. The top-up benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of their weekly employment insurance benefits and any other earnings. Such payment shall apply following completion of the Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits and shall continue for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently twenty-six (26) weeks).

It is understood and agreed that such employee will notify the Manager of Human Resources in writing four (4) weeks in advance of the expiry date of pregnancy or parental leave of their intention to return to work. The employee shall be reinstated to their former position unless that position has been discontinued, in which case the employee shall be given a comparable job.

16.02 Parental Leave

An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

An employee who had taken a pregnancy leave is eligible to be granted a parental leave as allowed under the *Employment Standards Act*.

An employee who is eligible for a parental leave who is the other parent or is an adoptive parent may extend the parental leave for a period of up to sixty-three (63) weeks.

In cases of adoption, the employee shall advise the Manager of Human Resources as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who has been employed by the Employer for at least one (1) year and who is on parental leave, other than an employee who has taken pregnancy leave and has received pregnancy leave top-up benefits as described above, and who has applied for and is in receipt of Employment Insurance parental benefits pursuant to the *Employment Insurance Act* shall be paid a supplemental employment benefit top-up. The top-up benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly employment insurance benefits, such benefits being defined and calculated as if the standard parental benefit (currently 55%) has been elected by the employee, and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently 26 weeks).

It is understood and agreed that such employee will notify the Manager of Human Resources in writing four (4) weeks in advance of the expiry date of parental leave and their intention to return to work. The employee shall be reinstated to their former position unless that position has been discontinued, in which case the employee shall be given a comparable job.

Casual and temporary employees are not entitled to the Employment Insurance benefit top-up.

ARTICLE 17 – TECHNOLOGICAL CHANGE OR MAJOR REORGANIZATION

17.01 In the event of reorganization or restructuring of the Employer which may have potential adverse effects upon employees in the bargaining unit, the Employer shall notify the Union Staff Representative of such plans as far as practicable in advance so that the parties can meet to discuss possible ways and means of minimizing the impact including:

- (a) Identifying and proposing alternatives to any action that the Employer may be considering;
- (b) Identifying and seeking ways to address retraining needs of employees;
- (c) In the event that the Employer closes a work location and transfers services to another work location, employees employed at the closing work location shall be given first opportunity to fill the available positions at the receiving location provided they have the skills and abilities to perform the available work and in accordance with Article 13.01. Employees, for the purpose of this clause, shall be deemed qualified for a given opportunity to fill their same job classification in the new work location.
- (d) Any agreement between the Employer and Union concerning layoff and recall will take precedence over the terms of layoff and recall in this agreement.

17.02 The Employer shall notify the Union Staff Representative as far in advance as practicable of any technological change which the Employer has decided to implement which will significantly change the status of Employees in the bargaining unit. The Employer shall meet with the Union to discuss the effects of any such technological change and to consider practical ways and means of minimizing the adverse effect, if any, on the employees.

17.03 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The Employer will assume the cost of tuition and travel, which will be paid at the appropriate rate (i.e. flex-time, overtime, etc.) There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

ARTICLE 18 – EMPLOYER CLOSURES

18.01 Employees who are unable to attend work (either in person or virtually) due to any type of Employer closure will not suffer any loss of pay or credits.

ARTICLE 19 – DUTY TO ACCOMMODATE

19.01 When an employee requires accommodation, the Employer will advise the Employee that they have a right to Union representation by a Union Steward or Staff Representative of their choice. If the Employee wishes not to have Union

representation, they shall sign a waiver indicating that decision and the waiver will be provided to the Union Staff Representative. When an accommodation of an employee is required by the *Human Rights Code* and the employee requests accommodation, such requests will be in accordance with the following principles:

- (a) The Employer, if requested by the employee, will advise the Unit Steward or designate or Union Staff Representative by e-mail as soon as the request for accommodation is received and will keep the Unit Steward or designate or Union Staff Representative informed throughout the process. If the Employer meets in person with the employee to discuss the accommodation the employee may invite a Union representative of their choice to attend.
- (b) The purpose of this process is to attempt to find modified working conditions or other accommodation for the employee requesting accommodation under the *Human Rights Code* and *Ontario Disabilities Act*.
- (c) Notwithstanding the wishes of the employee, the Employer will provide accommodation plans to the Union where the Union would be a party to a discrimination complaint.
- (d) The parties agree and understand that workplace accommodations occur within the workplace. Both parties will educate their employees that accommodations are confidential, and instances of employees being treated uniquely may be as a result of a confidential accommodation.
- (e) Any medical notes, forms, etc. needed to assist in this plan will be paid for by the Employer.

ARTICLE 20 – BULLETIN BOARD

20.01 The Employer agrees to provide a bulletin board at each Employer lease or own site for the purpose of posting Union notices. Such notices will be posted by stewards of the Union or designate and shall be submitted to the Manager of Human Resources or designate for review prior to posting. If the Union steward or designate sends the posting by e-mail or fax, the Employer agrees that the office system can be used for this purpose.

ARTICLE 21 – NO STRIKES OR LOCKOUTS

21.01 The parties agree that there will be no strike or lockout during the term of this collective agreement. “Strike” or “lockout” shall be defined as per the *Ontario Labour Relations Act*, as amended.

ARTICLE 22 – BARGAINING UNIT WORK

22.01 Employees not covered by this agreement shall not perform bargaining unit work except for the purpose of instruction, conflict of interest where there are no other regular employees readily available, or in emergencies where regular employees are not readily available.

ARTICLE 23 – CONTRACTING OUT

23.01 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by bargaining unit employees as part of their core business functions, shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company, broker, contractor, sub-contractor or independent contractor or non-bargaining unit employee except in emergency situations.

23.02 Employees who are excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit.

23.03 Volunteers and students do not replace employees or paid positions.

ARTICLE 24 – PROFESSIONAL RESPONSIBILITY

24.01 The Employer, employees, and Union recognize their respective professional responsibilities and, accordingly, it is agreed and understood that they each shall abide by the Standards of Practice for the college for which they are registered, including but not limited to, the Ontario College of Social Workers and Social Service Workers, College of Registered Psychotherapists of Ontario, and other governing legislation.

ARTICLE 25 – MEAL PERIODS

25.01 Employees who are scheduled for a shift of seven (7) hours or more will be provided an unpaid one (1) hour eating period.

- 25.02 Employees who are scheduled for a shift of between five (5) and seven (7) hours are required to remain on-site and will be provided a thirty (30) minute paid eating period.
- 25.03 In the event that it is necessary for an employee to attend to work-related duties during the period of their lunch break, they shall be entitled to take the break at some other period by mutual agreement between the supervisor and employee.
- 25.04 Employees who are scheduled for an eight (8) hour or more night-shift will be given a paid one (1) hour meal period and must remain on-site.

ARTICLE 26 – RECORD KEEPING

- 26.01 The employee shall be provided with reasonable time during their regular hours of work to complete all administrative tasks associated with their professional duties.

ARTICLE 27 – OVERTIME AND LIEU TIME

- 27.01 It is agreed and understood by the parties that the needs of the workplace may require overtime and/or lieu time work beyond the normal scheduled hours and that the jobs involved must be staffed by qualified employees working on an overtime and/or lieu time basis. The amount of overtime and/or lieu time and the schedule for working such overtime and/or lieu time will be established by mutual agreement of the employee and Employer and equitable distribution. Overtime will be minimized wherever possible.
- 27.02 Scheduling overtime and/or lieu time will be done on a voluntary basis within a position and with regard to continuity of care.
- 27.03 Lieu time shall be for time spent for services rendered to the Employer in excess of an employee's scheduled hours of work as approved by the Employer. An employee agreeing to work lieu time shall be paid in lieu time at straight time for hours worked in excess of thirty-five (35) hours per week but less than forty-four (44) hours over a one-week period, accumulated on an hour-for-hour basis.
- 27.04 An employee required to work overtime in excess of forty-four (44) hours per week will be paid at time and a half (1.5).
- 27.05 Where an employee completes a period of lieu time and/or overtime in accordance with this agreement, the employee must use the banked lieu time with 60 (sixty) Days of occurrence which it was earned. The time limits can be extended by mutual agreement of the employee and their supervisor or designate. For clarity, it is understood that the credited lieu or overtime shall only

be used as lieu time and has no cash equivalent nor will be subject at any time to a cash payout.

- 27.06 In electing to put the lieu time equivalent of overtime in a lieu bank, the employee may take such lieu time off as part of a day or as a whole day. The employee shall make the request to the employee's supervisor and the time off will only be taken with the agreement of the employee's supervisor, and such approval will not be unreasonably denied.

ARTICLE 28 – TRAVEL EXPENSES

- 28.01 All employees covered by this agreement who operate their vehicle in the course of their employment shall be reimbursed according to the annual Canadian Revenue Agency (CRA) Rate as adjusted each year.

- 28.02 Travel for training, conferences, meetings or court appearances will be reimbursed using the most appropriate method possible as discussed and approved by a supervisor in writing prior to travel.

Employees required to drive more than 100 km for training, conferences, meetings or court appearances may be required to use a rental vehicle that will be arranged prior to travel and paid for by the Employer. The Employer agrees to reimburse the cost of gas with valid receipts for rental vehicles.

- 28.03 The Employer will reimburse all expenses within one pay period of its submission except for mileage which will be reimbursed monthly.

ARTICLE 29 – HOLIDAYS

- 29.01 The following days shall be recognized as paid holidays for all employees:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
August Civic	Labour Day
National Day for Truth and Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

- 29.02 When any of the Public Holidays set out in Article 29.01 falls on a Saturday or Sunday, the business day(s) immediately following such Saturday or Sunday shall be deemed to be the holiday for the purposes of this Agreement.

- 29.03 An employee required to work on any of the above-mentioned holidays shall be paid for work performed on such days at the rate of two (2.0) times their applicable hourly rate.
- 29.04 Holiday pay shall be paid at the permanent full-time employee's normal hourly rate and hours and pro-rated hours for permanent part-time employees' at their normal hourly rate based on the *Employment Standards Act* calculation.
- 29.05 In a week where a holiday listed in Article 29.01 occurs, permanent part-time and casual employee's regular scheduled hours of work will not be altered due to the holiday.

ARTICLE 30 – VACATION

- 30.01 A permanent full-time employee or a permanent part-time employee regularly scheduled to work twenty-eight (28) hours or more per week shall earn annual vacation with pay as follows:

Years of Service	Entitlement
Hire to completion of Year 1	Pro-rated based on 15 days
Year 1 to completion of Year 3	15 days
Year 4 to completion of Year 7	20 days
Year 8 to completion of Year 11	25 days
Year 12 to completion of Year 24	30 days
Year 25 and following	35 days

Vacation must be used in the fiscal year subject to the obligation of the employee to repay such vacation if it is not subsequently earned within the year. (i.e. if employment terminates earlier than on the fiscal year end but vacation for that fiscal year has already been used). Repayment will be first from any monies due to the employee and may be deducted from the employee's pay.

- 30.02 Permanent part-time employees regularly scheduled to work less than twenty-eight (28) hours per week, temporary employees and casual employees shall be dealt with in accordance with the *Employment Standards Act, 2000* which may be amended from time to time and will be paid vacation pay with each pay cheque.
- 30.03 For the purposes of calculating vacation, vacation is allotted based on the fiscal year of the Employer from April 1 of the first year to March 31 of the following year.
- 30.04 For any year where there is a vacation entitlement change, vacation is pro-rated for the employee based on their anniversary date.

- 30.05 An employee shall be paid for any earned and unused vacation at the time the employee ceases to be an employee. Payment for unused/accrued vacation will not be made except upon termination of employment.
- 30.06 New employees may be permitted to take vacation during the first six (6) months of the probationary period but require approval of the Manager of Human Resources or their designate, such approval will not be unreasonably withheld.
- 30.07 Vacation requests shall be submitted by employees by March 1st. Vacation requests submitted by March 1st shall be granted based on seniority in a functional centre. The vacation schedule will be posted by April 1st. Vacation requests submitted after April 1st shall be considered on a first-come, first-served basis and a reply shall be made within two (2) weeks.
- 30.08 Where, during their vacation, an employee becomes seriously ill or hospitalized, or qualifies for bereavement leave, they may, subject to providing a satisfactory medical report if so requested in accordance with Article 31.03, elect to use accrued sick leave credits for the period in place of earned vacation time, or in such cases of bereavement, they may elect to use leave in accordance with Article 15.05. Such vacation will then be reinstated in the employee's vacation bank.
- 30.09 Vacation can be taken in full or half day increments.

ARTICLE 31 – INSURED BENEFITS

31.01 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any insurance plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union Staff Representative to explain the proposed change. Upon a request by the Union, the Employer shall provide to the Union Staff Representative, full specifications of benefit programs contracted for, and in effect for employees covered herein.

The Employer agrees to invite the OPSEU Joint Trusteed Benefit Plan (OJTBF) in the tendering process of the benefits package at the time of renewal.

31.02 WSIB

The Employer will pay one hundred percent (100%) of the premiums for WSIB.

31.03 Medical Notes

- (a) The Employer will reimburse the cost of a medical practitioner's notes or forms with satisfactory proof of receipt if requested by the Employer. The Employer may request a medical practitioner's note for good and sufficient reasons, or where reasonable grounds exist to suspect abuse of sick leave.
- (b) The Employer has the right to require any employee returning from sick leave, whether paid or unpaid, to provide a certificate of fitness satisfactory to the Employer from a qualified medical practitioner prior to allowing an employee to return to work. A certificate of fitness may also be required in any situation in which modified work is requested or required. Failure to provide a certificate of fitness when requested will result in the employee remaining off work without pay pending receipt of the required certificate of fitness. Nothing in this article shall be interpreted to restrict the Employer's right to request such information as it deems necessary to assess an employee's ability to perform modified work. The Employer will exercise this right in good faith and for bona fide reasons. The cost of medical reports requested by the Employer will be paid by the Employer.

31.04 Group Benefits

- (a) The provisions of this Article shall only apply, and only in accordance with the terms of the insurance policy, to permanent full-time employees and permanent part-time employees regularly scheduled to work twenty-eight (28) hours or more ("designated employees"). Employee Assistance Program (EAP) benefits apply to all employees at the Employer's cost.
- (b) The Employer shall pay 100% of the premium costs (both individual and family coverage including dependents who are enrolled in full-time attendance at an accredited college or university or other educational institute until the end of the month in which the employees dependent attains age 25) for the following insurance coverage for designated employees actively at work who are and remain eligible for coverage according to the terms of the insurance policy:
 - (i) Extended Health Insurance;
 - (ii) Basic Life Insurance and Dependent Life Insurance (If the designated employee has family coverage);
 - (iii) AD&D Insurance
 - (iv) Dental Insurance

- (v) Employee Assistance Program (EAP)
- (vi) Long Term Disability
- (c) Designated employees shall pay 100% of the premium costs for the following insurance coverage:
 - (i) Optional Life Insurance

All premiums that are to be paid by the designated employee shall be deducted from the employee's pay.

31.05 Employees on leave of absence without pay in excess of four (4) consecutive calendar weeks shall assume the total cost of payments for Extended Health Care benefit coverage, Dental, AD&D, and Group Life Insurance benefit coverage, and LTD benefit coverage for those months covered by the leave of absence without pay in excess of four (4) calendar weeks.

31.06 Continuation of Benefits in the Event of Disability

- (a) Employees absent from work due to non-occupational illness or accident are subject to the following conditions:
 - (i) During the first twelve (12) months, following the elimination period, of any such absence the Employer agrees to provide at its cost all benefits that the employee is enrolled and entitled.
 - (ii) At the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits that the employee is enrolled and entitled, if they choose to continue the benefit. The Employer will provide at least two (2) months' notice to such employee in order to arrange payment options and provide explanations to the different choices and consequences of those choices.
- (b) Employees absent from work due to an occupational illness or accident for which Workplace Safety and Insurance Board benefits are being paid are subject to the following conditions:
 - (i) During the twenty-four (24) months of such absence the Employer will provide at its cost all benefits that the employee is enrolled and entitled.

- (ii) At the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits that the employee is enrolled and entitled.
- (c) If any provision of this article is found to conflict with the *Ontario Human Rights Code*, the parties shall amend this Article to the extent required.

31.07 Early Retirement Benefits

The Employer agrees to cover the payment of premiums for the Extended Health Insurance and Dental Insurance for employees, with 10 years of service at CMHA Algoma, who retire early on an unreduced early retirement pension from date of retirement to age 65. Such payments shall cease if coverage is available from another source, or the retired employee is employed in full time employment.

- 31.08 It is understood that the Insurance and Benefits Plans shall be administered by the carriers and that enrolment and coverage shall be subject to the terms and conditions of such plans, and subject to the carrier's requirements as to minimum enrolments. The Employer's liability under this Article is limited to making required premium payments unless the Employer fails to properly advise the employees of their entitlements or an error is made by the Employer in the implementation. There shall be no grievance with respect to decisions of coverage by the carrier apart from as may arise from an aforementioned failure of the Employer.

ARTICLE 32 – SICK LEAVE

- 32.01 (a) Full-time employees who have completed their probationary period shall receive credit for twelve (12) sick days on April 1st of each year and can be used for sick immediate family members as defined in Article 15.05.
- (b) The entitlement can be used in hourly increments. All employees who commence employment after April 1st of each year shall receive a pro-rated allocation of sick credits for that year. Permanent part-time employees who are regularly scheduled to work twenty-eight (28) hours per week or more will be allocated sick days based on above but pro-rated as to their normal hours of work.
- (c) Unused sick leave credits shall not be paid out at the time of layoff, termination, retirement or death.
- (d) An employee prevented from performing work with the Employer due to an occupational injury, accident or illness who has applied for Workplace Safety and Insurance Board Benefits may utilize accrued sick leave

credits until such time as their claim is adjudicated by the Workplace Safety and Insurance Board.

- (e) Employees may accumulate up to forty-eight (48) sick days which they can bank for future use (the “accumulated leave”), which accumulated leave can only be used if an absence progresses longer than the entitlement agreed to in Article 32.01 (a). Other circumstances will be duly considered by the CEO. Accumulated leave may not be used for short term or single day absences. For clarity this means that the employees will have up to a total of sixty (60) sick days to use in any single year.

32.02 Sick time for eligible employees shall be prorated in their first year of employment.

32.03 Historic Accumulated Sick Leave

Members of the former Local 601 will maintain their current accumulate Sick Leave as of the date of ratification of the Collective Agreement herein up to a maximum of two hundred and forty (240) days. This accumulated Sick Leave shall be referred to as “Historic Accumulated Sick Leave”.

Other than Historic Accumulated Sick Leave above, any Employees with an accumulated Sick Leave that exceeds the maximum of forty-eight (48) days from previous years will not accumulate additional further Sick Leave to carry into future years.

For clarity, for any members of the former Local 601 who have Historic Sick Leave of under forty-eight (48) days will still be able to continue to accumulate sick leave up to forty-eight (48) days as per Article 32.01 (e).

ARTICLE 33 – PENSION

33.01 The Employer is enrolling with Healthcare of Ontario Pension Plan (HOOPP), a defined benefit plan. The Employer will contribute a percentage of an employee’s gross pay in accordance with the rate set by HOOPP. Enrollment is mandatory for full time employees and optional for part time employees.

Part Time Employees will be eligible for HOOPP pension upon completion of their probationary period.

All Full Time employees must enroll in the HOOPP pension.

ARTICLE 34 – MEAL ALLOWANCES

34.01 The Employer will subsidize the cost of approved meals to employees while travelling on approved business from their assigned workplace. The amount is to be allocated as follows as a flat rate for meal and others costs incurred in less than a full day:

- (a) Breakfast: Fifteen dollars (\$15.00)
- (b) Lunch: Twenty dollars (\$20.00)
- (c) Dinner: Thirty dollars (\$30.00)
- (d) Where meals are provided at the event or the event is in the community, the Employer will not pay meal allowances;
- (e) Notwithstanding the above, circumstances where an employee is required to follow a particular diet or is mandated by the employee's religion and the employee has requested a special meal but the event does not provide meals which meet the requirements of that diet, the Employer agrees to pay the meal allowance as indicated in this article.

ARTICLE 35 – STAFF TRAINING AND DEVELOPMENT

35.01 It is understood that final responsibility for the approval of individual professional development proposals shall rest with the Employer. Such approval will not be unreasonably denied.

35.02 In cases where the Employer requires that an employee attend professional development courses or testing/exams, the Employer shall pay all reasonable expenses incurred in accordance with the Travel Expense Claim Reimbursement Policy. Attendance at such professional development activities shall be compensated up to a maximum of nine (9) hours per day or such longer time as may be required for assignments, homework, etc. If a longer time is needed, the employee will seek approval from the Employer. Such approval will not be unreasonably denied. However, these hours will not be included for purposes of calculating overtime.

35.03 The Employer will pay for the training and re-certification costs for work-related courses for all unionized employees including, but not limited to, First Aid, CPR, ASIST training, and other required fees such as CPIC, for those employees whose job description or responsibilities require them to do so. New employees who are hired, but do not possess minimum requirements will be responsible to achieve the required certification or training at their own expense.

35.04 Repayment of Tuition Fees

All permanent employees who are pursuing an education plan pre-approved at the Employer's sole discretion and which is relevant to the work of the Employer shall be entitled to be reimbursed the tuition fees as negotiated at the time of approval.

35.05 The Employer agrees to provide notification of training to all staff, and will ensure employees are able to apply for appropriate training opportunities as they arise. Applicants will be considered in a fair and equitable manner. The Employer agrees to notify all applicants of the successful candidate.

ARTICLE 36 – DURATION

36.01 This agreement shall be in effect from October 1, 2022 until September 30, 2025 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it wishes to amend this agreement.

ARTICLE 37 – COST OF PRINTING

37.01 The cost of printing the collective agreement will be shared equally by the Employer and the Union. The collective agreement will be printed by the Union and the Employer's share will be billed back to the Employer. The Employer will be provided with a PDF and Word copy of the agreement when it is finalized for printing.

ARTICLE 38 – HOURS OF WORK

- 38.01 (a) Regular hours of work will be seven (7) to eight (8) hours depending on the position. The Employer will negotiate a Letter of Understanding for shifts that are required to be over eight (8) hours. Permanent Part Time or Casual Staff will not have shifts less than four (4) hours.
- (b) The Employer's core office typical hours of operation are from 8:30 a.m. to 4:30 p.m. from Monday through Friday. Programs may have different requirements. It is understood that circumstances may exist which would require changes to the aforementioned "typical hours". Such exceptions would be directly tied to the service provided and not arbitrarily implemented.

- (c) Regular work schedules will be established based on client needs and in accordance with current practices. Employee preferences shall be duly considered.

38.02 The Employer agrees to consider compressed work week (“CWW”) and/or flex hours agreements upon the request of employees, which will not be unreasonably denied. If the parties reach an agreement, a Letter of Understanding will be published and signed by the Employer, Union, and Employees involved.

ARTICLE 39 – WAGES

39.01 The job classifications and rates of pay are set out in Schedule “A” attached hereto and forming part of this Agreement.

39.02 Schedule “A” sets out the classifications and wage rates based on a wage grid. Progression by employees through the various levels of the wage grid shall be on the basis of full-time equivalent (FTE) years of active employment in the classification which is comprised of 1820 regular hours of work per year.

39.03 Employer may recognize the related experience of new hires and current employees moving to a new position. If an employee is transferred to a different position in their same job classification, their wage rate will remain the same and they will continue to progress on the wage grid. If the employee is transferred to a new classification, the wage may be negotiated based on experience. If there is a dispute with the decision of the Employer, the employee may file a grievance and there will be no repercussions from the Employer for doing so.

ARTICLE 40 - PART-TIME, TEMPORARY, AND CASUAL PROVISIONS

40.01 Reporting Pay

A part-time temporary, or casual employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours’ pay, at their regular straight-time hourly rate.

ARTICLE 41 – MISCELLANEOUS

41.01 If any provision of this Agreement is found to conflict with the *Ontario Human Rights Code*, the *Occupational Health and Safety Act*, or any other legislation, the parties shall amend this Agreement to the extent required.

SCHEDULE "A"**Current Grid – Effective October 1, 2022**

Classification	Position	Step 1	Step 2	Step 3	Step 4	Step 5
A	Counsellor I (Masters)	33.66	35.36	37.06	38.76	40.46
B	Counsellor II (Bachelors)	31.23	32.93	34.63	36.33	38.03
C	Case Manager Dual Diagnosis Case Manager Justice Case Manager Housing Case Manager	30.77	32.47	34.17	35.87	37.58
D	Access Worker Clubhouse Worker Housing Outreach Worker Residential Worker Shelter Worker	26.11	27.68	29.25	30.82	32.39
E	Peer Worker	19.41	20.60	21.78	22.97	24.15

Effective October 1, 2023 (1.25% Increase)

Classification	Position	Step 1	Step 2	Step 3	Step 4	Step 5
A	Counsellor I (Masters)	34.08	35.80	37.52	39.24	40.97
B	Counsellor II (Bachelors)	31.62	33.34	35.06	36.78	38.51
C	Case Manager Dual Diagnosis Case Manager Justice Case Manager Housing Case Manager	31.15	32.88	34.60	36.32	38.05
D	Access Worker Clubhouse Worker Housing Outreach Worker Residential Worker Shelter Worker	26.44	28.03	29.62	31.21	32.79
E	Peer Worker	19.65	20.86	22.05	23.26	24.45

Effective October 1, 2024 (1.25% Increase)

Classification	Position	Step 1	Step 2	Step 3	Step 4	Step 5
A	Counsellor I (Masters)	34.51	36.25	37.99	39.73	41.48
B	Counsellor II (Bachelors)	32.02	33.76	35.50	37.24	38.99
C	Case Manager Dual Diagnosis Case Manager Justice Case Manager Housing Case Manager	31.54	33.29	35.03	36.77	38.53
D	Access Worker Clubhouse Worker Housing Outreach Worker Residential Worker Shelter Worker	26.77	28.38	29.99	31.60	33.20
E	Peer Worker	19.90	21.12	22.33	23.55	24.76

Current Case Managers and Assessment Counsellors who were Members of the formal Local 601 and were subject to the 601 Collective Agreement dated (September 6, 2019, to September 20, 2022) and who were at Step 1, 2, 3 or 4, will be red circled at Step 1, 2, 3 or 4 of the former 601 wage grid until the Employer's wage grid for Case Managers and Assessment Counsellors meets or exceeds that wage. For clarity, the wage is \$36.28/hr. for Step 1, \$37.16/hr. for Step 2, \$38.74/hr. for Step 3 and \$41.72/hr. for Step 4.

Lump Sum Payments

Red-circled staff from the Local 601 wage grid as of October 1 of each year will receive the following payments which are pensionable:

Year 1 (Effective October 1, 2022) – 1% of their current annual salary

Year 2 (Effective October 1, 2023) – 1.25% of their current annual salary

Year 3 (Effective October 1, 2024) – 1.25% of their current annual salary

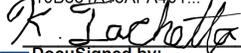
Signed at Sault Ste. Marie, Ontario this 25th day of October, 2023.

For the Union

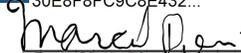
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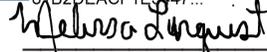
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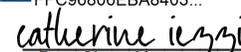
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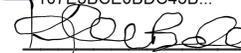
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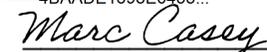
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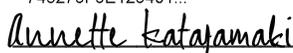


For the Employer

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LETTER OF UNDERSTANDING – RE VACATION

BETWEEN

CANADIAN MENTAL HEALTH ASSOCIATION

ALGOMA (CMHA)

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

on behalf of its Local 684

Whereas the Parties are subject to an Ontario Labour Relations Board Order dated December 7, 2022 pursuant to the *Public Sector Labour Relations Transition Act, 1997*, wherein the collective agreements of Local 601 and Local 684 are continued and deemed to form a single composite agreement.

And Whereas there are differences in the way Local 684 and Local 601 members received, retained and used Vacation Entitlement.]

And Whereas in the new agreement it is necessary to align the Vacation for all members.

Therefore, the Parties agree to the following process for aligning Vacation:

1. Members of the former Local 601 will have their vacation year transferred to the Employer's fiscal year of April 1, of a given year to March 31, of the following year effective on April 1, 2024.
2. The accrued earned vacation for Members of the former Local 601 from January 1, 2023, to March 31, 2024, will be transferred into the new vacation year (April 1, 2024 to March 31, 2025), subtracting any vacation that they use during the period from January 1, 2024, to March 31, 2024.
3. The remaining accrued earned vacation transfer described in paragraph 2 would be available for the Member to use over the fiscal years of 2024/25 and 2025/26 and 2026/27 as approved by their supervisor.
4. For Members of the former Local 601, any improved vacation entitlement from January 1, 2023 to March 31, 2024 will be included in their remaining accrued earned vacation transfer described in paragraph 2.

The Employer may consider a one-time pay-out of partial Vacation for Members of the former Local 601 before March 31, 2024.

For the Union

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For the Employer

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LETTER OF UNDERSTANDING – WAGE REOPENER

BETWEEN

CANADIAN MENTAL HEALTH ASSOCIATION

ALGOMA (CMHA)

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

on behalf of its Local 684

The Parties agree that, if during the life of this Collective Agreement, the Employer receives additional funding that is directed to be used for wage and benefits enhancements to existing positions, the parties will meet in order to discuss distribution of those funds.

For the Union

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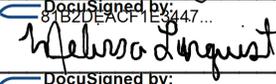
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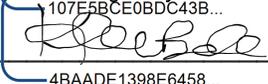
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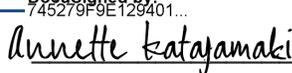
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LETTER OF UNDERSTANDING – POSITION TRANSITIONS

BETWEEN

CANADIAN MENTAL HEALTH ASSOCIATION

ALGOMA (CMHA)

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

on behalf of its Local 684

Whereas the Parties are subject to an Ontario Labour Relations Board Order dated December 7, 2022 pursuant to the *Public Sector Labour Relations Transition Act, 1997*, wherein the collective agreements of Local 601 and Local 684 were continued and deemed to form a single composite agreement.

And Whereas the Parties have now negotiated a new collective agreement pursuant to this Order.

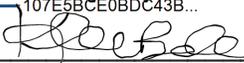
And Whereas in the new agreement it is necessary to align the Position Titles for all members and the Parties wish to clarify the transition of positions into the new agreement.

Therefore, the Parties agree to the following Position chart detailing the transition of Position Titles effective October 1, 2022:

Current Title	New Title
Counsellor (684) Assessment Counsellor (601)	Counsellor I (Masters)
Counsellor (684) Assessment Counsellor (601)	Counsellor II (Bachelors)
Case Manager	Case Manager
DD Clinician (684)	Dual Diagnosis Case Manager
Justice Worker (684)	Justice Case Manager
Addictions Supportive Housing/ASH (Local 601 Assessment Counsellor Mental Health and Justice Supportive Housing Worker (684)	Housing Case Manager
Access Worker (684)	Access Worker
Clubhouse Worker (684)	Clubhouse Worker
Housing Outreach Worker (684) Community Rehabilitation Worker (684)	Housing Outreach Worker
Housing Support Worker (684)	Residential Worker
Housing Support Worker (684)	Shelter Worker
Peer Worker (684)	Peer Worker

For the Union

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For the Employer

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LETTER OF UNDERSTANDING – PERSONAL LEAVE/WELLNESS AND SICK LEAVE
TRANSITIONS

BETWEEN

CANADIAN MENTAL HEALTH ASSOCIATION

ALGOMA (CMHA)

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

on behalf of its Local 684

Whereas the Parties are subject to an Ontario Labour Relations Board Order dated December 7, 2022 pursuant to the *Public Sector Labour Relations Transition Act, 1997*, wherein the collective agreements of Local 601 and Local 684 were continued and deemed to form a single composite agreement.

And Whereas the Parties have now negotiated a new collective agreement pursuant to this Order.

And Whereas in the new agreement it is necessary to clarify the transition of Personal Leave/Wellness days and Sick Leave.

The Parties agree as follows for all Full-Time employees who were Members of the former Local 601 and were subject to the 601 Collective Agreement dated (September 6, 2019, to September 30, 2022):

Personal Leave/Wellness Days

The Personal Leave/Wellness days detailed in article 15.06 will be prorated in accordance with article 15.07.

For clarity, each of the subject employees will receive 3.5 Personal Leave/Wellness Days for 2023.

Sick Leave

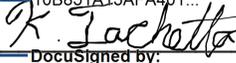
The Sick Leave days detailed in article 32.01 (a) will be prorated in accordance with article 32.02.

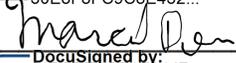
For clarity, each of the subject employees will receive 7 Sick Leave days for 2023.

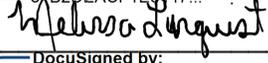
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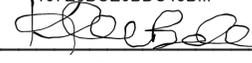
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For the Employer

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