

COLLECTIVE AGREEMENT

BETWEEN:

**CANADIAN MENTAL HEALTH ASSOCIATION
NIAGARA BRANCH**

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

January 1, 2006 to March 31, 2009

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AGREEMENT

Between:

**CANADIAN MENTAL HEALTH ASSOCIATION
NIAGARA BRANCH**

And:

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

ARTICLE 1 – PURPOSE OF AGREEMENT

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

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

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union acknowledges and recognizes that the management of the Employer's operations and direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Make, enforce and alter, from time to time, reasonable rules and regulations to be observed by all employees;
- (c) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall, suspend or otherwise discipline employees, provided that a claim of discharge without just cause by an employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided.

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- (d) Determine the location and extent of the operations and their designation, commencement, expansion, revision, curtailment or discontinuance, plan, direct, control and alter all operations, determine in the interest of efficient operation and highest standards of service the direction of the working forces, the number of personnel required, the services to be provided and the methods, procedures and equipment to be used in connection therewith, determine the descriptions of the jobs, the classifications and the hours of work, establish, modify, combine or abolish job classifications and create, modify, eliminate or discontinue any job in whole or in part of the work assignments, the methods of doing the work and the working establishment for any service and the standards of performance for all employees, may require the medical examination of an employee at the Employer's expense by a physician designated or approved by it.
- (e) Determine the qualifications of employees, the number of employees required by the Employer at any one time, introduce new and improved methods, facilities, equipment, control the amount of supervision necessary, to increase or reduce personnel in any particular area, generally, solely and exclusively manage the Agency and its operations without interference subject to the express terms of this Agreement.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

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

3.02 No Other Agreements

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

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

- (a) Volunteers are exempt from article 3.01 (recognition) and shall not be paid.
- (b) The Employer agrees that no employee shall be replaced either temporarily or permanently with a volunteer worker(s) nor shall an employee be laid off as a result of the Employer utilizing the services of volunteers.

ARTICLE 4 – NO DISCRIMINATION

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

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

ARTICLE 5 – UNION MEMBERSHIP

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

ARTICLE 6 – CHECK OFF OF UNION DUES

6.01 Check of Payments

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

6.02 Deductions

(a) Deductions shall be forwarded to the Treasurer of CUPE Local 1287, located at Unit 15A, 15 Neilson Avenue, St. Catharines, Ontario, L2M 5V9, not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names, addresses, classifications and sex of employee from whose wages the deductions have been made.

(b) The Union agrees to save the Employer harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this collective agreement.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Bargaining Unit member in the previous year.

ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 Potential Employees

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

7.02 Interviewing Opportunity

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative. The Steward shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union

ARTICLE 8 – CORRESPONDENCE

8.01 Correspondence

All correspondence and notices between the parties, arising out of this agreement or incidental thereto, shall pass to and from the President of the Union and the Executive Director of the Agency. A copy of any correspondence or notices between the Employer or their designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this agreement shall be forwarded to the President of the Union or their designate

8.02 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment of employees holding jobs within the bargaining unit.

8.03 Employer Policies

All employees will receive a copy of Employer policies in written form

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

It is agreed by the Union and the Employer that a Labour Management Relations Committee be established for the purpose of an interchange of ideas and information on matters of mutual interest and concern.

9.02 **Chairperson of the Meeting**

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

9.03 **Minutes of meeting**

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

ARTICLE 10 – UNION STEWARDS AND COMMITTEES

10.01 **Union Stewards**

No employee or group of employees shall undertake to represent the bargaining unit at meetings with the Employer without the proper authorization of the Union.

The Union shall provide the Employer with the names of its executive officers, Bargaining Unit Representatives and Stewards and the Local Unions assigned CUPE National Staff Representative. The Employer will provide the Union with a list of its supervisory personnel with whom the Union is required to transact business.

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit.

10.02 **Union Bargaining Committee**

A Union bargaining committee shall be elected or appointed and consist of two (2) members of the bargaining unit, the President of the Local and or their designate and representative(s) of the National Union. The Union will advise the Employer of the members of the committee.

10.03 **Time off for Meeting**

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

ARTICLE 11 – MOTIONS/RESOLUTIONS/BYLAWS

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

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.01 It is the mutual desire of the Employer and the Union to adjust all complaints and grievances as quickly as possible.
- 12.02 **Complaint Stage:** The parties agree that reasonable efforts ought to be made to resolve complaints informally before resorting to the formal grievance procedure. Accordingly, before a complaint is reduced to writing, any employee who has a complaint or grievance shall, with the presence of a Steward if desired, discuss the matter with their Supervisor and/or Manager within five (5) working days after the employee/Union became aware, or should have reasonably become aware, of the circumstances giving rise to the grievance. The Supervisor and/or Manager (or the Supervisor's and/or Manager's designate) shall give their verbal answer within five (5) working days thereafter.
- 12.03 (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- (b) Written individual, policy or group grievances shall set out clearly the issue(s) being grieved, the articles of the collective agreement claimed to be violated and the specific resolution sought.
- 12.04 **Settling of Grievances**

STEP 1

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

STEP 2

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

STEP 3

Failing settlement at Step 2 of the grievance procedure the Union may refer the dispute to arbitration.

Notwithstanding the provisions of the preceding section of this Article, any grievance which alleges the improper discharge or suspension of an employee shall commence at

Step 2 within five (5) working days after the employee is notified of their discharge or suspension.

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

12.05 **Policy/Group Grievance**

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

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

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

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

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

12.09 **Permission to Leave Work**

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

ARTICLE 13 – ARBITRATION

13.01 It is agreed that any grievance which has been properly processed through all the applicable steps of the grievance procedure set forth in this agreement and which has not been settled or abandoned shall be referred to arbitration if either of the parties to

this agreement presents a written notice of submission to arbitration to the other party within twenty (20) calendar days after receipt of the final written answer to the grievance.

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

ARTICLE 14 – DISCHARGE/SUSPENSION/DISCIPLINE

14.01 Discharge Procedure

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

- 14.02 A discharge grievance may be commenced at Step 2 of the grievance procedure.
- 14.03 The Employer will not rely upon or refer to discipline notations and written warnings contained in employee's file after twelve (12) months if there has been no intervening disciplinary action taken by the Employer.

The Employer will not rely upon or refer to discipline where a suspension was part of the discipline in an employee's file after twenty-four (24) months if there has been no intervening suspension.

- 14.04 Where a Supervisor/Manager intends to impose discipline on an employee the Supervisor/Manager shall so notify the employee in order that the employee may contact their Steward to be present at the time the discipline is imposed.
- 14.05 The Employer will have an opportunity to assess the suitability of any new hire for continued employment for a period of six (6) months or 910 hours worked, from the date of hiring. The discharge of a probationary employee will be at the Employer's discretion. A probationary employee shall have the rights otherwise outlined in this agreement except Article 14.01, Article 20 and Article 29 Benefits. Unless a grievance alleges a specific violation of Article 4.01, or there is a claimed violation of the *Human Rights Code*, the *Employment Standards Act 2000 as amended* or any other employment related legislation or regulations there shall be no discharge grievance filed by or on behalf of a probationary employee. It is understood by the parties that employees shall only be required to serve one probationary period for the same classification.
- 14.06 An employee shall have the right to have access to and review his personnel file upon providing the Employer with forty-eight (48) hours written notice.

ARTICLE 15 – SENIORITY

- 15.01 Seniority is defined for purposes of this agreement as the length of service of any employee of the Employer computed from the date of hire after such employee attained seniority by completing their probationary period, and shall apply only to the extent specifically provided in this agreement.
- 15.02 A seniority list showing the names of those employees who have completed the probationary period shall be established for employees covered by this agreement. Such seniority list shall be updated January 1st. A copy shall be supplied to the Union at the time of initial posting and subsequent revisions.

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

15.03 Calculation of Seniority

Seniority is calculated based on the hours an employee works or should have worked (vacation, sick time, maternity/parental leave, Union leaves, statutory holidays, bereavement leaves, medical leaves, jury duty, as an example, are all times that an employee should have worked and would receive seniority calculation for).

1,500 hours of seniority will equal one year,

Calculations for seniority purposes prior to date of certification shall be calculated as follows:

- If worked 24 hours or more per week – from date of hire – one (1) year is equal to one (1) year
- If worked less than 24 hours per week – from date of hire – one (1) year equals six (6) months

Calculation after certification – 1,500 hours of work for a part time employee will equal one (1) year of seniority and for full time employees one (1) year equals one (1) year.

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

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

Example 1

EMPLOYEE A XXX XXX 789
EMPLOYEE B XXX XXX 690

Employee B is considered the first hire

Example 2

EMPLOYEE A XXX XX1 789
EMPLOYEE B XXX XX3 789

Employee A is considered the first hire.

15.04 Feedback for Probationary Employees

Probationary employees will be provided with feedback during the course of their probationary period and a written performance appraisal at the end of their probation period. Employees successfully completing the probationary period shall become permanent employees.

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

- a) voluntarily quits their employment;
- b) is discharged, and is not reinstated through the grievance procedure;
- c) fails to report for work within five (5) working days after notification of recall is sent by the Employer by a receipted delivery mail system to the employee's last known address; unless a reason acceptable to the employer is provided.
- d) is laid off for a period in excess of twelve (12) months;
- e) fails to report for work upon the expiration of any leave of absence which was granted to them; unless a reason acceptable to the employer is provided.
- f) utilizes a leave of absence for a purpose other than that for which it was granted; unless a reason acceptable to the employer is provided.
- g) retires or is retired;
- h) is absent from work in excess of five (5) consecutive working days without notifying their immediate supervisor or the executive director; unless a reason acceptable to the employer is provided.
- i) accepts other employment while on sick leave or LTD without first obtaining consent in writing from the Executive Director.
- j) performs activities inconsistent with the reasons the employee is off work on sick leave, LTD or collecting WSIB benefits unless such activities are part of the employee's recovery program plan.

It shall be the responsibility of the employee to keep the Employer informed of their current address. If an employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee.

15.06 **Transfers and Seniority outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, they may be placed in a job consistent with their seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

16.01 Job postings

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

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

- (b) An employee who has been successful on a job posting for a position in a new program cannot bid on another job posting for one year. For all other job postings, successful bidders cannot bid on another job posting for six (6) months. The employer shall waive these restrictions if they determine that employee movement would not be detrimental to the program.

16.02 Information in postings

Such notices shall contain the following information:

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

16.03 Promotions, Transfers and Training

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

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

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

- 16.04 If no written applications are received by 4:30 p.m. of the fifth (5th) day of posting, or if none of the applicants have the required skills, ability, qualifications, experience, training and ability to relate to the participant group, the Employer may fill the new job or vacancy from outside the bargaining unit.

- 16.05 If no employee is appointed to a vacancy in accordance with Article 16.03, the Employer agrees to give consideration to the senior applicant who does not possess the required qualifications providing such employee is currently enrolled in the last term of the

relevant program, is preparing for final qualifications, and is scheduled to write a final qualifying exam not later than 60 days from the posting date.

- 16.06 The parties agree that should a successful applicant prove unsatisfactory within sixty (60) days following their appointment to the new position or if the employee is unwilling to perform the duties of the new position they shall be returned to their former position and former wage rate without loss of seniority within sixty (60) working days. Any other employees affected by the employee returning to their position shall return to their former position.
- 16.07 Whenever the employer determines that a vacancy shall not be filled, the employer will inform the union of its decision within ten (10) working days of the decision. Such notice shall be in writing addressed to the President/Vice-President of the Union and will confirm that the duties are being distributed to other employees or not performed.

16.08 **Temporary Positions**

When a temporary position is created for any reason, the Employer has the right to either fill or not fill the position in any manner it wishes for up to six (6) weeks.

If the Branch decides to fill a temporary vacancy that will extend beyond six (6) weeks, the temporary position shall be posted and articles 16.02, 16.03, 16.04 and 16.05 shall apply.

If it is determined that a temporary position is to become permanent it shall be posted and filled as per article 16.

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

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

ARTICLE 17 – LAYOFFS AND RECALLS

- 17.01 The parties recognize that job security and job opportunity should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of seniority. Employees shall be recalled in order of their seniority providing they are qualified to do the work.
- 17.02 (a) (i) An employee with seniority who is advised by the Employer that they are to be laid off shall have the right to bump a junior full time employee provided the bumping employee has the skills and experience to perform the work of the junior employee. It is intended that the laid off employee will bump the most junior employee in the classification they are bumping

into. The junior employee shall have the right to bump any temporary position (if any) for they are qualified to perform or shall be laid off.

- (ii) The Employer's decision on acceptance or denial of a bump shall be communicated in writing to the affected employee(s) within five (5) working days with a copy to the union.
- (iii) Transfers resulting from the displacement of active employees shall be held in abeyance until all transfers can take place.

No employee will suffer any loss of wages while awaiting a transfer under this clause. Once the last employee affected by this process is confirmed, all transfers of affected employees shall be made within ten (10) working days.

- (b) When exercising bumping rights an employee will be given an orientation and assessment period not to exceed sixty (60) working days. Should the Employer believe the employee is unsatisfactory, unsuitable, or medically unfit for the work required the Union shall be notified and a meeting between the parties will be held to find a mutually agreeable resolution.
- (c) Should the employee find they are unable to perform the duties of the position, or if the employee finds the new position unsatisfactory for some other reason, the employee will again be laid off in accordance with Article 17.07 (a). Such decision by either party will not prejudice future consideration of the employee under a posted vacancy for the same position. Any other employee displaced as a result of rearrangement of the position shall be returned to their position without loss of seniority and wage or salary.
- (d) In circumstances involving a temporary layoff at a particular location or operation within CMHA for a period of thirty (30) days or less, laid off employees may exercise their seniority rights by displacing a junior employee with less seniority in their classification for the duration of the layoff. For temporary layoffs in excess of thirty (30) days, Article 17.02(a) shall govern.

17.03 Before the Employer hires new bargaining unit employees, the Employer will assess the skill sets and experience of all laid-off employees. If the Employer is satisfied a senior laid-off employee can perform the duties of the new position, the employee will be recalled and given up to 60 working days to demonstrate their ability to perform the available work. The Employer shall have the right to do as it wishes for temporary positions up to 6 weeks as per article 16.08.

17.04 **Advance Notice of Layoff**

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

17.05 Grievances concerning issues arising due to layoffs shall be initiated at Step 3 of the Grievance Procedure.

ARTICLE 18 – HOURS OF WORK

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

18.02 (a) The normal work week for full time employees shall be seven (7) hours per day, Monday to Friday, exclusive of a daily unpaid lunch period of one-half (1/2) hours, for a total of thirty-five (35) hours per week

(b) In cases of twenty-four (24) hours, seven (7) days a week, full-year operations, certain cyclical arrangements consistent with employment standards may be made providing employees with time off equivalent to Saturdays and Sundays over periods of four (4) to eight (8) weeks.

(c) The normal work week for full time Community Crisis Care employees shall be 7.5 hours per day, Monday to Friday, exclusive of a daily unpaid lunch of one-half (1/2) hour, for a total of 37.5 hours per week.

18.03 All employees may be required to alter their regular hours of work, not to exceed thirty five (35) hours per week, in order to address the needs of clients and/or the program, provided such flexible working arrangements do not interfere with the operation of the Employer.

18.04 Scheduling of daily and weekly hours of work stating lunch breaks and quitting times, in accordance with this article, is the responsibility of the immediate supervisor.

(a) Employees working a minimum of seven (7) hours per day are permitted, one (1) fifteen (15) minute rest break in the first half of their shift and one (1) fifteen (15) minute rest break in the second half of their shift.

(b) Employees working less than seven (7) hours per day are permitted one (1) fifteen (15) minute rest break.

18.05 Relief Staff Hours of Work

(a) All shifts that become available after the schedule is posted including but not limited to call-in shifts will be distributed by seniority with available shifts being first offered to senior employees.

(b) Time off at Christmas and New Years will alternate from year to year. Exchanges made between employees will not be considered in the scheduling of Christmas and New Years in the following year.

- (c) Scheduling of paid holidays shall be distributed equitably. All relief staff must be available for work as required on all statutory holidays.
 - (d) Schedule will be posted four (4) weeks in advance.
- 18.06 The parties agree to review any job sharing request that the Employer considers to be reasonable.

ARTICLE 19 – OVERTIME

- 19.01 All overtime hours must be authorized by the immediate supervisor
- 19.02 Time worked beyond the normal weekly hours, as provided in this agreement, shall be considered overtime, with the exception of the provisions in Article 19.03. Such overtime shall be compensated at time off in lieu at straight time for all overtime hours worked up to forty-four (44) hours per week, and one and one half (1 ½) times the overtime hours worked.
- 19.03 Overtime for overnight trips with clients and any other trips where staff are required to care for clients will be deemed to include all hours, over the standard day, less the meal and if applicable sleep time. If a staff's sleep is interrupted to care for a client, that time will be deemed to be overtime.
- 19.04 Compensatory time off for accumulated overtime will be taken during the month following the four weeks in which it has accumulated, subject to the following provisions:
- (a) All staff must obtain the approval of their immediate supervisor before taking any compensatory time off.
 - (b) Compensatory time taken will be documented in writing for the purpose of personnel records.
 - (c) Time taken should be arranged and approved by the immediate supervisor. The immediate supervisor retains the right to ensure that compensatory time taken does not adversely disrupt the delivery of service.
 - (d) No more than ten (10) hours of comp time shall be carried over from one week to the next. Compensatory overtime must be used within two (2) month of being accumulated. If the compensatory overtime is not scheduled within two (2) months of occurrence then the employee shall be paid out.
- 19.05 1. For the purposes of the Employment Standards Act, the regular hours of work are 7 hours per day. The regular hours of work for part-time, seasonal, casual and student employees, and the circumstances whereby those hours may be exceeded remain governed by the term of the collective agreement. However, this is not to be considered a guarantee of hours.

2. In accordance with the Employment Standards Act, the Union consents to employees working in excess of 48 hours per week, to a maximum of 60 hours per week, subject to the overtime provisions in Article 19 of the collective agreement.
3. In accordance with the Employment Standards Act, the Union consents to employees working in excess of the regular 7 hours per day, to a maximum of 13 hours per day, whether on a single shift or successive shifts, subject to the overtime provisions in Article 19 of the collective agreement and subject to the Employment Standards Act requirement that employees have a minimum 8 hours free from work when 13 hours per day have been worked.
4. In accordance with the Employment Standards Act, the 13 hours per day and 60 hours per week maximums provided in paragraph 2 and 3 above may be waived in emergency of unforeseen circumstances. The parties agree to use reasonable judgement when interpreting the Employment Standards Act.

ARTICLE 20 – HOLIDAYS

20.01 Paid Holidays

All employees, except those who have been employed for less than three (3) months, are eligible to receive statutory holidays. In order to receive statutory holidays, an employee is required to work the regularly scheduled hours preceding and succeeding the statutory holiday, or be on paid vacation. In cases when an employee is away from work due to illness, on the day preceding or succeeding a statutory holiday, a medical certificate may be requested by the immediate supervisor.

CMHA Niagara Branch observes the following holidays;

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
Easter Monday*	1 Floating Holiday per year **
Simcoe Day (Civic Holiday)	Christmas Eve Day (half-day)
New Year-s Eve Day (half-day)	(half-day = 3.5 hours)

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

- * Employees working in the Residential Program may be required to work Easter Monday but will receive another day mutually agreed upon by the employee and their immediate supervisor.

** Each regular full-time employee will receive one (1) float holiday within a twelve (12) month period following one (1) full year of employment. The date of the floating holiday will be determined in consultation with the immediate supervisor.

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

20.02 **Holiday Occurring During Employee's Vacation**

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

20.03 **Compensation for Holidays Falling on Saturday**

When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement.

20.04 **Compensation for Holidays Falling on Sunday**

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

20.05 **Compensation for Holidays Worked**

Employees who are not required to work on the above holidays shall receive holiday pay equal to one (1) day's pay. Employees who agree to work shall receive compensatory time off with pay equal to one and one half (1 ½) times the time worked at a time acceptable to both the employee and the Employer

ARTICLE 21 – VACATIONS

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

YEARS OF SERVICE	ENTITLEMENT
After 1 year of service	3 weeks
After 5 years of service	4 weeks
After 9 years of service	5 weeks

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

21.02 Vacation Year

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

21.03 Banking Vacation Credits

The Executive Director may authorize an employee to carry over only one week of vacation accrued in the previous year to the next year. In such cases, the forwarded vacation time must be taken in the first five months of the new vacation year.

21.04 Accrual of Vacation

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

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

- 21.06 (a) The immediate supervisor is responsible for scheduling and approving vacations. In doing so, the efficient operation of the Agency must be maintained while meeting employee needs to the extent possible.
- (b) Overlapping vacation requests within a program will be resolved by seniority. Vacation and float holiday requests for the vacation year as defined in Article 21.01, above, are to be submitted twice per fiscal year as follows:
- (i) For the vacation period April 1st, to September 30th of the coming year the employee shall indicate by March 1st, the vacation they wish.
 - (ii) For the vacation period October 1st to March 31st, the employee shall indicate by September 1st, the vacation they wish.
- (c) The Employer shall set the vacation periods taking into account the wishes of the employees on the basis of seniority. Barring special circumstances, consideration of seniority shall be related to only two (2) weeks of an employee's vacation in each vacation period. An employee entitled to a vacation in excess of two (2) weeks may, with the approval of the program manager, take their vacation at one time during the calendar year. If requesting more than two weeks vacation in a vacation period, the employee shall indicate which two (2) weeks is their priority.
- (d) When an employee's vacation has been approved it can only be altered by mutual agreement.

21.07 Where an employee is hospitalized during their period of vacation, there shall be no deduction from vacation credits for the period of hospitalization. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the mutual agreement of the employee and the Employer.

For the purpose of this clause “hospitalization” shall be interpreted as an extended attendance at an Emergency facility. The duration of such attendance must be verifiable in order to qualify for replacement vacation credits.

21.08 Employees on Probation

Employees on probation shall not be entitled to take vacation days until the successful completion of their probationary period.

21.09 Project Staff

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

ARTICLE 22 – SICK LEAVE PROVISIONS

22.01 Sick Leave Defined

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

22.02 Eligibility

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

22.03 Sick Leave Allowance

The sick leave allowance is as follows:

1. Full-time employees: One and one half (1 ½) days per month to a maximum of eighteen (18) calendar days per year –transferable to a maximum of thirty (30) days.
2. Each full-time employee shall be entitled to four (4) personal paid days per fiscal year (April 1 to March 31) drawn from their accumulated sick leave allowance. Such personal paid days off will be scheduled at the mutual agreement of the employee and the Employer.
3. Relief Staff do not qualify for sick time.

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

22.04 Expiration of Sick Leave Credits

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

22.05 Notification of Extended Illness

Is it the employee's responsibility to notify the immediate supervisor when a period of sick leave extends beyond five (5) consecutive days. If the illness continues the employee should keep the Supervisor informed on at least a weekly basis as to when they may be expected to return to work.

22.06 Short Term Sick Leave

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

22.07 Long Term Disability

All permanent employees must participate in the Association's Long Term Disability Benefit Plan. Long Term Disability (LTD) benefits commence after 17 weeks of continuous illness.

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

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

22.08 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner after a five (5) day absence for any illness certifying that they are unable to carry out their duties due to illness.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 General Leaves

Except as provided in this agreement employees absent from work on unpaid leave, other than period of vacation, pregnancy and parental leave, shall not earn vacation or sick leave credits during the period of any such absence. Anniversary and seniority dates shall be adjusted accordingly.

In addition, the Employer shall not be required to contribute to the payment of any applicable employee benefits during any such absence. Employees who desire to maintain the applicable employee benefits provided herein must arrange for the payment of premiums for all such benefits and pay all such premiums through the Employer before commencing the leave. Such payment may be made in a lump sum or in installments by pre-authorized payments or post dated cheques.

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

23.02 Authorization

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

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

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

23.04 Grievances

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

23.05 Leave of Absence for Union Functions

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

23.06 Paid Bereavement Leave

- (a) For the purpose of this Article, immediate family shall be defined by the Employment Standards Act 2000 as amended and each employee shall be allowed five (5) working days without loss of pay to arrange and/or attend the funeral, memorial or service of an immediate family member.

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

- (b) In recognition of the fact that circumstances which call for bereavement leave are based on individual factors the Employer, on request, may grant additional bereavement leave without pay.

23.07 Service Requirement for Pregnancy/Parental Leave

Pregnancy and Parental Leave shall be granted in accordance with and subject to the requirements relating thereto and as defined in the *Employment Standards Act* of Ontario.

23.08 Paid Jury or Court Witness Duty Leave

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

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

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

24.02 Legal Fees

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

24.03 **Mileage**

The Employer agrees to compensate employees for authorized travel at the rate of forty-three cents (\$0.43) per kilometer. (Effective from ratification date)

24.04 **Standby**

A qualified employee assigned to standby duty (immediately available by direct telephone contact) shall be paid a flat rate effective upon ratification of \$110.00 for each seven (7) day period and effective September 30, 2003 a flat rate of \$220.00 for each seven day period.

While on standby duty if an employee is required to travel to provide service, outside the employee's normal hours of work, then that employee shall be compensated equivalent to a minimum of three (3) hours.

ARTICLE 25 – RESTRICTIONS ON CONTRACTING OUT

25.01 The Employer agrees not to contract out any work regularly performed by members of the bargaining unit, if, as a direct result of such contracting out, a lay off of any employee(s) covered by this agreement occurs. Contracting out to an Employer who is organized and who will employ the affected employees of the bargaining unit who would otherwise be laid off is not a breach of this agreement.

ARTICLE 26 – NO STRIKES, NO LOCKOUTS

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

ARTICLE 27 – HEALTH AND SAFETY

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

27.02 **Injury Pay Provisions**

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

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

27.04 **Transportation of Accident Victims**

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

ARTICLE 28 – EMPLOYEE BENEFIT PLANS

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

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

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

ARTICLE 29 – GENERAL CONDITIONS

29.01 **Bulletin Boards**

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

29.02 **Miscellaneous**

Mental Health Counselors will be allowed access to a Clinical Supervisor who is resourced by the Employer who has a minimum education standard of MSW and related Mental Health experience to provide them with clinical consultation

29.03 **Job Evaluation and Pay Equity**

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

ARTICLE 30 – COPIES OF AGREEMENT

30.01 The Union and the Employer desire every employee to be familiar with the provisions of the agreement and their rights and obligations under it. For this reason, the Employer and the Union shall share the cost of printing sufficient copies of the agreement and distribute them to the Bargaining Unit members.

The Union will arrange for the printing of the Collective Agreement and will bill the Employer for their equal share of the costs.

ARTICLE 31 – TERM OF AGREEMENT

31.01 This agreement shall be binding and remain in effect from the date of ratification until March 31, 2009 and shall continue from year to year thereafter unless either party gives the other party notice in writing that it desires its termination or amendment.

Either party desiring to propose changes to this agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

Dated at: _____ this _____ day of _____, 2006.

FOR CUPE LOCAL 1287

FOR CANADIAN MENTAL HEALTH ASSOCIATION

SCHEDULE "A" – WAGES

JANUARY 1, 2006 - 2.5% INCREASE

Classification/Job Title	Start Rate	6 Months	1 Year	18 Months	2 Years	P/E achieved rate	P/E gap
Mental Health Counsellor "A" (with MSW)/Court Support Worker	20.34	21.43	22.51	23.60	24.73	26.05	1.32
Mental Health Counsellor "B" (with BSW)	20.34	21.31	22.29	23.28	24.44	25.09	0.65
Mental Health Counsellor "C"	19.93	20.63	21.31	22.02	22.70	22.83	0.13
Consumer Employment Developer	20.12	20.89	21.65	22.38	23.14	23.93	0.79
Community Support Worker (PE adjust \$1.00/hr)	19.74	20.50	21.24	21.98	22.81	25.09	2.28
Community Integration Facilitator	18.99	19.74	20.47	21.21	22.02	23.48	1.46
Personal Support Worker/Peer Support Worker	16.22	16.75	16.88	17.19	17.52	16.39	-1.13
Residential Relief Staff (PE adjust \$0.29/hr)	15.44	15.71	15.95	16.22	16.47	16.07	-0.40
Crisis Worker	21.09	22.35	23.62	24.88	26.14	26.25	0.11
Volunteer Co-ordinator/Public Education Coordinator	18.10	19.19	20.27	21.34	22.42	24.38	1.96
Safebed Worker (PE adjust \$1.31/hr)	17.36	18.32	19.27	20.24	21.19	24.44	3.25
Safebed Relief	14.83	15.71	16.59	16.82	17.48	16.07	-1.41
Safebed Relief - Sleepshift	10.87	10.87	10.87	10.87	10.87	10.00	-0.87

JANUARY 1, 2007 - 2.0% INCREASE

Classification/Job Title	Start Rate	6 Months	1 Year	18 Months	2 Years	P/E achieved rate	P/E gap
Mental Health Counsellor "A" (with MSW)/Court Support Worker	20.75	21.85	22.96	24.07	25.22	26.05	0.83
Mental Health Counsellor "B" (with BSW)	20.75	21.74	22.74	23.74	24.93	25.09	0.16
Mental Health Counsellor "C"	20.33	21.04	21.74	22.46	23.16	22.83	-0.33
Consumer Employment Developer	20.52	21.31	22.08	22.83	23.60	23.93	0.33
Community Support Worker (PE adjust \$0.39/hr)	20.53	21.31	22.06	22.82	23.66	25.09	1.43
Community Integration Facilitator	19.37	20.14	20.88	21.63	22.46	23.48	1.02
Personal Support Worker/Peer Support Worker	16.54	17.09	17.21	17.54	17.87	16.39	-1.48
Residential Relief Staff	15.75	16.02	16.26	16.54	16.80	16.07	-0.73
Crisis Worker	21.51	22.79	24.09	25.37	26.66	26.25	-0.41
Volunteer Co-ordinator/Public Education Coordinator	18.46	19.57	20.67	21.77	22.87	24.38	1.51
Safebed Worker (PE adjust \$1.31/hr)	19.04	20.02	20.99	21.98	22.95	24.44	1.49
Safebed Relief	15.13	16.02	16.92	17.15	17.83	16.07	-1.76
Safebed Relief - Sleepshift	11.09	11.09	11.09	11.09	11.09	10.00	-1.09

JANUARY 1, 2008 - 2.0% INCREASE

Classification/Job Title	Start Rate	6 Months	1 Year	18 Months	2 Years	P/E achieved rate	P/E gap
Mental Health Counsellor "A" (with MSW)/Court Support Worker	21.16	22.29	23.42	24.55	25.73	26.05	0.32
Mental Health Counsellor "B" (with BSW)	21.16	22.17	23.19	24.22	25.42	25.09	-0.33
Mental Health Counsellor "C"	20.74	21.47	22.17	22.91	23.62	22.83	-0.79
Consumer Employment Developer	20.93	21.74	22.52	23.28	24.08	23.93	-0.15
Community Support Worker (PE adjust \$0.26/hr)	21.21	22.00	22.77	23.54	24.40	25.09	0.69
Community Integration Facilitator	19.76	20.54	21.30	22.06	22.91	23.48	0.57
Personal Support Worker/Peer Support Worker	16.87	17.43	17.56	17.89	18.23	16.39	-1.84
Residential Relief Staff	16.07	16.34	16.59	16.87	17.13	16.07	-1.06
Crisis Worker	21.94	23.25	24.58	25.88	27.20	26.25	-0.95
Volunteer Co-ordinator/Public Education Coordinator	18.83	19.96	21.08	22.20	23.33	24.38	1.05
Safebed Worker (PE adjust \$0.26/hr)	19.69	20.69	21.68	22.69	23.67	24.44	0.77
Safebed Relief	15.43	16.34	17.26	17.50	18.19	16.07	-2.12
Safebed Relief - Sleepshift	11.31	11.31	11.31	11.31	11.31	10.00	-1.31

APPENDIX "A" – BENEFITS

**EMPLOYEE BENEFIT PREMIUM CHART – PLAN 3
MANULIFE**

EMPLOYER PAID

Employee Life Insurance	
Basic Accidental Death	
Extended Health Care - Single - Family	
Workers' Safety & Insurance Board (Jan. 1/99 – Dec. 31/99)	
Pension	

EMPLOYEE PAID

RRSP	As requested
Long Term Disability – 66.67%	

50 EMPLOYER/50 EMPLOYEE PAID

Dental - Single - Spousal - Family	
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NOTE: Should the Employer change carriers, the benefits shall be maintained at an equal or better level.

APPENDIX "B"

Safe Bed & Community Crisis Care Programs

1) The Parties recognize that these 2 programs are unique to the Branch as they operate 24 hours per day and 7 days a week. Thus while most of the articles of the collective agreement apply to the employees of these programs, there are some work rules that are specific to these programs and any other 24/7 program that the Branch may introduce in the future.

2) Hours of Work:

The employer shall establish work schedules that reflect the needs of the particular 24/7 operation(s).

- For the Safe Bed Program, each full time employee will be scheduled an average of 35 hours per calendar week.
- For the Community Crisis Care Program, each full time employee will be scheduled an average of 37.5 hours per calendar week.

3) Overtime:

Overtime will be paid for all hours worked in excess of the normal hours of work as per article 19.02.

4) Sick Leave:

Earned sick days are to be converted and utilized on an hour-to-hour basis.

5) Bereavement Leave:

For the Safe Bed Program, employees shall receive the same entitlements as per 23.06, however, the bereavement leave will be paid out in hours up to thirty-six (36) for a five (5) day leave and twenty-four (24) for a three (3) day leave. For Community Crisis Care Program, bereavement leave will be paid out in hours up to thirty-seven and one-half (37.5) hours for a five (5) day leave and twenty-two and one-half (22.5) hours for a three (3) day leave.

6) Vacation

Earned vacation days are to be converted and utilized on an hour-to-hour basis.

7) Relief Staff Pool

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

The Community Crisis Care Relief staff (standby/ on call) are part of a master rotation to cover evening, night and weekend hours for the 3 hospital sites of the Niagara Health System. Once all relief staff have fulfilled their maximum allotted office hours, all remaining available relief work in the Community Crisis Care Program will be shared amongst all employees who regularly work in the Community Crisis Care Program.

Relief staff in the Safe Bed Program may work up to thirty-five (35) hours per week. Once all relief staff have fulfilled their maximum allotted hours, all remaining available relief work will be shared amongst all employees who regularly work in the Safe Bed Program.

In the event sufficient coverage from within the Safe Bed Program cannot be found, any available hours shall be offered to qualified employees from any Program.

8) Time Changes

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

Dated at: St. Catharines, Ontario this _____ day of _____, 2006.

FOR CUPE LOCAL 1287

FOR CANADIAN MENTAL HEALTH ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

Re: E.A.P.

E.A.P. services equivalent to the current Maritime Life Plan of St. Catharines (former C.M.H.A. St. Catharines) will be paid for the staff of the former C.M.H.A. Niagara South.

The agency will pay for these E.A.P. services until such time as a consolidated benefit plan is established with E.A.P. services provided for all staff, within the benefits plan or independent from the benefit plan.

Signed in St. Catharines, Ontario this _____ day of _____ 2006.

FOR CUPE LOCAL 1287

FOR CANADIAN MENTAL HEALTH ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

Re: Pay Equity

During the lifetime of the collective agreement the parties agree to address the issues of pay equity.

Signed in St. Catharines, Ontario this _____ day of _____ 2006.

FOR CUPE LOCAL 1287

FOR CANADIAN MENTAL HEALTH ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

Re: Pay Equity Gap Adjustment

The parties agree that Proxy Pay Equity rules supersede the Collective Agreement and those rules must be applied prior to the Wage Adjustments as described in the Memorandum of Settlement. It is agreed that, as at December 31, 2005, the job classification of Residential Relief Staff is the lowest paid job classification that has not yet achieved Pay Equity. As at December 31, 2005 the Pay Equity Gap for that job class was \$0.29. It is agreed that the entire wage gap of \$0.29 for the Residential Relief Staff will be applied to that job class, achieving Pay Equity and thereafter, wage adjustments as described in the Memorandum of Settlement will be applied.

Signed in St. Catharines, Ontario this _____ day of _____ 2006.

FOR CUPE LOCAL 1287

FOR CANADIAN MENTAL HEALTH ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

Re: Joint Job Evaluation, Pay Equity & Internal Equity

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

Signed in St. Catharines, Ontario this _____ day of _____ 2006.

FOR CUPE LOCAL 1287

FOR CANADIAN MENTAL HEALTH ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

Re: Job Sharing Arrangements

1. Job sharing work arrangements will be confined to full-time positions. The employees who are job sharing a full-time position will be considered as filling one (1) full-time staff complement position for purposes of employment status during the duration of the approved job sharing arrangement. The employer agrees that job sharing will not be used to eliminate full time positions.
2. Job sharing arrangements shall be considered where employees express an interest in job sharing in writing. Both the parties to the Letter of Understanding must approve a job sharing arrangement before it can be initiated. A request initiated by employees shall identify the two employees proposing to job share the position. The request will be considered subject to the employer's operational requirements and for the purpose of providing a more flexible work environment for interested employees. Any resulting vacancies created by a job sharing arrangement shall be posted in accordance with the Collective Agreement.
3. The two employees wishing to job share shall present their proposed arrangement including schedule and time to be worked to their Supervisor. There will be a discussion between the employees and the Supervisor after which the Supervisor shall decide on whether or not to proceed and if so, on the details of the job sharing arrangement.
4. Work scheduling for a position being job shared will provide for work hours that are equivalent to a full-time position. Therefore, the job sharers shall ensure that there is coverage for all working hours. If one job sharer takes a vacation the other job sharer may be required to work full time during the vacation period. If there are exceptional operational requirements, the job sharers may be required to work unless the Supervisor can make other arrangements.

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5. If one of the job sharers gives formal notice they wish to terminate the job sharing arrangement, the remaining job sharer will be given the option of remaining, as a job sharer or reverting to full-time work. If the employee prefers to continue the job share the job sharing vacancy will be posted. If there is not a successful applicant to the job sharing position the remaining employee shall be required to fill the position on a full time basis until another job sharer can be found.
 6. A job share partner who wishes to terminate the job sharing arrangement within twelve (12) months will be allowed to return to their original fulltime position. After the twelve (12) month period a job share partner who wishes to terminate the job sharing arrangement is "locked in" to the job share until they are able to post into a permanent position.
 7. The Collective Agreement applies as written to the job sharers with the following exceptions:
 - Job sharers seniority will accrue on a prorated basis from their start date as a job sharer.
 - The seniority accrued by job sharers will be maintained on the seniority lists.
 - Grievance procedure – grievances will be considered as individual grievances, unless the alleged incident applies to both job-sharers.
 - Insured benefits – for the purpose of benefit coverage a job share partner shall be entitled to benefits provided they work the minimum hours required by the benefit plan (currently 19 hours as per current carrier).
 8. Notwithstanding the foregoing, an employee who wishes to enter into a job share arrangement but cannot find another employee to partner with, may approach their Supervisor indicating they now wish to work part-time. Management shall consider the employee's request and depending upon operational requirements and client service needs may approve such an arrangement. If the Employer approves a part time arrangement, the Employer may post the remaining half job as a temporary position. Any such arrangement will not reduce the fulltime staff complement.
 9. On sixty (60) days written notice to the other party this Letter of Understanding may be terminated by either the Employer or the Union. In the event this occurs, any employees involved in a job share arrangement shall remain in their job share arrangement. However, no new job arrangements will be allowed. The balance of this Letter of Understanding will apply to those job arrangements in place at the time of the cancellation of this Letter until the job share arrangements dissolve.

10. All job share arrangements shall be reduced to writing and signed off by the job sharers, the Unit Vice President or their designate and the Immediate Supervisor. It is understood that while some job share arrangements may differ they must be consistent with the provisions outlined in this agreement.

11. CMHA undertakes to keep the President of the Local Union or their designate fully appraised of any and all changes as they pertain to job sharing arrangements.

Signed in St. Catharines, Ontario this _____ day of _____ 2006.

FOR CUPE LOCAL 1287

FOR CANADIAN MENTAL HEALTH ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

Re: Self-Directed Management

The Branch commits to prepare a Policy in the normal manner regarding dispute resolution for SDM Program issues not covered by the grievance procedure. This policy will be placed in the Personnel Manual and will be developed within 8 months of the signing of this collective agreement.

Signed in St. Catharines, Ontario this _____ day of _____ 2006.

FOR CUPE LOCAL 1287

FOR CANADIAN MENTAL HEALTH ASSOCIATION

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN MENTAL HEALTH

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1287**

Re: Mileage Reimbursement Option Committee

The Parties agree to establish a joint committee for the purpose of negotiating a method of compensation with respect to vehicle expense reimbursement as an alternative to the current practice of paying a specific rate per kilometer. The committee shall meet to commence negotiations within six (6) months of ratification. The employer agrees to compile and provide the committee with historical data regarding Branch mileage reimbursement as soon as possible so that it can begin the process of analyzing the cost/benefits of alternative compensation options as it affects both employees and the Branch. If the committee identifies a mutually agreeable option, the Parties shall take the necessary steps to implement that option at the earliest feasible opportunity.

Signed in St. Catharines, Ontario this _____ day of _____ 2006.

FOR CUPE LOCAL 1287

FOR CANADIAN MENTAL HEALTH ASSOCIATION
