

COLLECTIVE AGREEMENT

Between

Canadian Union of Public Employees
Local 4321

(The “Union”)

and

The Canadian Mental Health Association
Champlain East Branch

(The “Employer”)

In effect: April 1, 2010
Expires: March 31, 2012

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ARTICLE 1 - PREAMBLE

1.01 It is the desire of both parties of this agreement:

- (1) to maintain and improve the harmonious relations and to settle conditions of employment between the Employer and the Union;
- (2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (3) to encourage efficiency in operation;
- (4) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union;
- (5) that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

1.02 Categories of Employment

Regular Full-Time

Regular full time employees are those who are employed on a continuing basis and are scheduled to work the standard thirty-five hours (35) per week.

Part-Time

Part time employees are those who are employed on a continuing basis and are scheduled to work less than thirty-five (35) hours per week.

Casual

Casual employees are those employed on a strictly "as required" basis.

Contract

Contract employees are those employed on either a project or time-specific basis and the hours of work and all other terms and conditions of employment are negotiated and formally recorded in a contractual agreement between the Branch and employee. Contracts cannot exceed one year but may be renewed.

1.03 Plural or Masculine Terms May Apply

Whenever the singular or the feminine is used in this agreement, it shall be considered as if the plural or masculine has been used.

1.04 Definition of Days

Whenever the word "day" is used on its own, it shall be defined as a calendar day.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct its staff.

ARTICLE 3 - RECOGNITION

3.01 The employer recognizes the Canadian Union of Public Employees and its Local 4321 as the sole and exclusive bargaining agent for all employees of the Canadian Mental Health Association – Champlain East employed in the United Counties of Stormont, Dundas and Glengarry and United Counties of Prescott and Russell, save and except supervisors, persons above the rank of supervisor, the executive assistant, students employed during school vacation period, and persons actively receiving case management services from CMHA-Champlain East.

3.02 Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives that may conflict with the terms of this collective agreement without Union consent in writing.

3.03 Work of the Bargaining Unit

Employees whose jobs are not in the bargaining unit shall not perform any bargaining unit work where such performance would reduce the hours of work or pay of any employee.

ARTICLE 4 - DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised on employees concerning hiring, wages, training, upgrading, promotions, transfers, layoffs, recalls, discipline, discharges, by reason of disability, race, creed, colour, ethnic origin, political or religious affiliations, sex, marital status, nor by reason of her membership or activities in the Union or for any other reason.

The Union agrees that there shall be no Union-related activity on the Employer's premises during the employees' working hours except as otherwise agreed in this agreement; the Employer may take disciplinary action for any violation of this provision.

4.02 Personal Harassment

Harassment means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome.

Harassment can be either psychological or physical or it can be a combination of both. It is any behavior, whether deliberate or negligent which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual, and adversely affects the working environment.

Where the alleged harasser is the person who would normally deal with any of the steps of the grievance, the grievance shall automatically be sent forward to the next step of the grievance procedure.

The Union and Employer agree that work place harassment shall be administered as per section 7 subsection 7.8 of the CMHA's Personnel Policies, dated March 26, 2007.

4.03 Workplace Violence Policy

The Union and Employer agree that work place violence shall be administered as per section 7 subsection 7.9 of the CMHA's Personnel Policies, dated March 26, 2007.

ARTICLE 5 - UNION SECURITY

5.01 Union Members

Any employee who is a member, or is reinstated as a member of the Union, shall, as a condition of continued employment, maintain such membership in good standing.

5.02 Membership Dues

The Employer shall deduct from each employee in the bargaining unit union dues, initiation fees and other levies in accordance with the Union constitution and/or by-laws.

5.03 Deductions

Deductions shall be made from the payroll of every employee in the bargaining unit every pay period and shall be forwarded to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a list of the employees' names, the amount of deductions for each employee and total monthly regular wages paid to each employee during the month.

In consideration of the deduction and remittance of the dues to the Union by the Employer, the Union agrees to indemnify and compensate the Employer against all claims and to release it of all responsibilities following the application of this article.

ARTICLE 6 - INFORMATION TO NEW EMPLOYEES

6.01 New Employees

The Employer agrees to inform each new employee of the fact that a collective agreement is in effect, to supply these employees with a copy of the collective agreement and to inform the said employee with the names of the stewards.

The steward concerned shall be permitted to meet with the new employee during lunch break in order to acquaint the employee with her rights.

ARTICLE 7 - LABOUR-MANAGEMENT RELATIONS

7.01 Representation

The Union will provide the Executive Director or designate with the names of the individuals authorized to represent the Union. Similarly, the Employer will, if requested, supply the Union with a list of its' supervisory or other personnel with whom the Union may be required to transact business.

7.02 Negotiating Committee

The Union shall appoint two (2) members and one (1) alternate member to a negotiating committee whose duties will be to negotiate, renew or amend a collective agreement with the Employer.

7.03 Representatives of the Canadian Union of Public Employees

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises upon the approval of the Employer in order to investigate and assist in the settlement of a grievance. Approval shall not be unreasonably withheld.

7.04 Meeting of Negotiating Committee

If either party wishes to call a meeting of the committee, the meeting shall be held at a time and place fixed by mutual agreement.

7.05 Time Off for Joint Meetings

(a) Any representative of the Union who sits on the negotiating, grievance, labour-management or any other joint committees or joint meetings with the Employer has the right to attend those meetings with the Employer held during their working hours without loss of wages and benefits and with accumulation of seniority and service, up to but not including time spent at conciliation or in any negotiations after the conciliation date and up to but not including any time spent preparing for or attending at arbitrations or mediations.

(b) Wages for any other preparation time required by Union members of committees stipulated in 7.05(a), during which time such members are absent from work as approved by the Employer, shall be reimbursed to the Employer by the Union within thirty (30) days following the issuance of an invoice by the Employer. Such approval shall not be unreasonably withheld. Seniority and service shall continue to accumulate during any other preparation time required by Union members of committees stipulated in 7.05(a), during which time such members are absent from work as approved by the Employer.

7.06 Employer/Union Relations Committee

The Employer will acknowledge the Employer/Union Relations' Committee which will be made up of a maximum of two (2) representatives of the Union and of two (2) representatives of the Employer.

The committee's purpose will be to discuss different topics of common interest. A meeting shall be held no less than every six (6) months. Other meetings may be held as agreed by the parties. A convening notice can be issued by either party and should express the subjects to be discussed.

It is understood that all topics considered during that meeting cannot change or modify the intention or interpretation of the articles already existing in the collective agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Election of Stewards

The Union shall have a maximum of two (2) stewards to help process grievances in accordance with the agreed procedure.

8.02 Name of Stewards

The Union shall notify the Executive Director or designate in writing of the name of each steward before the Employer shall be required to recognize them. Should a Steward be absent, the President shall represent the Union and notify the Employer in advance.

8.03 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 representing the grievor as provided for in this article. The Union understands and agrees that each steward is employed to perform full-time work for the Employer and that she will not leave her work during working hours, except to perform her duties under this agreement. Therefore, no steward shall leave her work without obtaining permission from her supervisor; such permission shall not be unreasonably withheld.

8.04 Definition of Grievance

A grievance is defined as a dispute between the Employer and one or several of its employees concerning the interpretation and application of the terms of the collective agreement or an allegation by either of the parties that the agreement is misinterpreted or violated.

8.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1:

The aggrieved employee will, within five (5) working days of the occurrence that gave rise to the grievance, request a meeting with their immediate supervisor to discuss the grievance.

The supervisor will, within five (5) working days of receiving the request for a meeting, meet with the employee and endeavour to settle the grievance before it has been reduced to writing. The supervisor's decision with respect to the grievance will be communicated to the employee within three (3) working days of the meeting.

Step 2

If the aggrieved employee does not agree with her immediate supervisor, she shall refer the case to her steward. The steward shall present a written grievance indicating the nature of the grievance and the redress sought to the Executive Director or her designate within five (5) working days of the supervisor's decision. The Executive Director shall have ten (10) working days to convene a meeting with the steward, grievor, union representative and the supervisor concerned to attempt to reach a settlement. The Executive Director shall render a decision in writing within three (3) working days from the date of the meeting. If the aggrieved employee is a direct family member of the Executive Director or her designate, the Governance Committee of the Board of Directors shall respond to the grievance at this stage.

Step 3

When the aggrieved employee is not satisfied that the grievance has been fairly settled in Step 2, she may, within five (5) working days of receiving the Executive Director's decision, submit the grievance in writing to the Governance Committee. The Governance Committee, after carrying out such enquiries and investigations as it deems appropriate, will consider the grievance and inform the aggrieved employee in writing of its decision within twenty (20) working days of receiving the grievance.

Where an aggrieved employee who reports directly to the Executive Director is not satisfied that the grievance has been fairly settled at Step 1, she may proceed directly to Step 3.

8.06 Supplementary Agreements

Supplementary agreements, when duly signed by both parties, shall form part of this agreement and shall be subject to the grievance and arbitration procedure.

8.07 Failure to Act Within Time Limits

Time limits in the grievance procedure are mandatory. Any discussions or meetings will be scheduled at mutually agreeable times. The grievance is deemed withdrawn if the Union or grievor doesn't process the grievance to the next step within the time specified or agreed. 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. Section 48(16) of the Ontario *Labour Relations Act* does not apply.

8.08 Dissatisfaction

The Employer shall notify an employee in writing, with a copy to the Union, of any expression of dissatisfaction concerning his work, within ten (10) working days of the matter coming to the attention of the Employer. This notice shall include particulars of the work performance which lead to such dissatisfaction. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of her record.

8.09 Policy Grievance

Where a grievance involves a question of general application or interpretation, or the Union or management has a grievance, such a grievance may be submitted directly to Step 2 of the grievance procedure, within ten (10) calendar days following the occurrence of the event causing the said grievance.

8.10 Group Grievance

The Union and its' representatives have the right to originate a grievance on behalf of a 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 and the Executive Director shall render a decision in writing within ten (10) working days after receipt of the grievance.

8.11 Witnesses

All reasonable arrangements will be made to permit the conferring parties to have access to the Employer's premises to view any working condition which may be relevant to the settlement of the grievance.

8.12 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by mutual consent of the Parties.

ARTICLE 9 - ARBITRATION9.01 Arbitrator

When either party requests that a grievance be submitted to an arbitrator, the request shall be made by registered mail, addressed to the other party to this agreement. The two (2) parties shall then communicate to select an arbitrator.

9.02 Expenses of the Arbitrator

Each party shall pay:

- (1) one half (½) of the fees and expenses of the arbitrator;
- (2) the Union shall reimburse the Employer within thirty (30) calendar days from the date of receiving the invoice for the salary and benefits for employees' time in attendance at the arbitration plus any other expenses of its witnesses.

ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 10.01 Discipline, Suspension and Discharge
 When an employee is discharged, suspended or disciplined she shall be given the reason in the presence of her Steward if available or a witness if she so desires. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge, discipline or suspension.
- 10.02 Omission of Grievance Steps
 An employee considered by the Union to be wrongfully or unjustly discharged, suspended or disciplined, shall be entitled to a hearing under Article 8 of the grievance procedure. Step 1 of the grievance procedure shall be omitted in such cases.
- 10.03 Clearing of Record
 In matters of discipline, the Employer shall not be entitled to consider disciplinary measures after a period of eighteen (18) months, provided that no other offence has occurred during that period.
- 10.04 Access to File
 Employees, upon reasonable notice, shall have access to their own personnel file.
- 10.05 Termination
 An employee shall be terminated in the event that:
- (1) she is discharged for just cause;
 - (2) she resigns;
 - (3) she is absent from work in excess of three (3) working days without sufficient cause or without notifying the supervisor/head of department, unless such notice was not reasonably possible;
 - (4) she fails to return to work within three (3) calendar days following a layoff, after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Executive Director informed of her current address;
 - (5) she is laid off for a period longer than eighteen (18) months;
 - (6) she retires.

10.06 Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged as determined by the grievance and/or arbitration procedure shall be immediately reinstated in her former position without loss of seniority. She shall be compensated for all time lost in an amount equal to her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

10.07 Warnings

Whenever the Employer or designate deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or may follow if such employee fails to bring her work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

10.08 Disciplinary Procedure

The Employer and the union agree that the purpose of disciplinary action is to assist employees in correcting misconduct or unsatisfactory work performance. It is further agreed that continued misconduct and /or work performance issues shall be dealt with in a progressive manner.

Accordingly, the Employer and the Union agree that normally the steps of progressive discipline are as follows:

- a) Oral Warning
- b) Written Warning
- c) Suspension without pay
- d) Discharge

It is expressly acknowledged that in certain circumstances and the nature of the employee's misconduct/work performance may warrant a repetition of any of the steps of the progressive disciplinary procedure or may justify a bypassing of any or all of the steps in the progressive disciplinary procedure and lead to immediate termination.

ARTICLE 11 - SENIORITY

11.01 Definition of Seniority

Seniority is defined as length of continuous service with the Employer from the most recent date of hire expressed in hours. Seniority shall be on a bargaining unit basis but shall respect the differences in skills of the various groups in the bargaining unit.

11.02 Seniority Lists

Seniority lists are posted on all bulletin boards. An allegation that an error exists in a seniority list is subject to the grievance procedure.

11.03 Probationary Employees

Newly hired employees shall be on probation with no seniority rights for a period of six (6) months and shall have all rights under this agreement except that they may be discharged. Only a question of whether the termination was in bad faith, arbitrary or discriminatory is subject to the grievance/arbitration procedure. After their probationary period is completed, their seniority shall be retroactive to the first day of their employment.

- (a) Newly hired employees shall be on a probationary basis for a period of six (6) months from the date of hiring. The probationary period will be extended by an equivalent amount of time in the event the employee is absent for any reason for a period (or periods) of five (5) consecutive days or more.

At the end of four (4) months of the said probationary period the employee will be provided with a written assessment of their progress. Then at the end of the probationary period the employee will be provided with a written performance appraisal.

- (b) A probationary period may only be extended on the mutual written agreement of the Employer, the Union and the probationary employee.

11.04 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is temporarily transferred to a position outside the bargaining unit, she shall retain her 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 within one (1) year, she will be entitled to return to the same classification she had when she left and her seniority accumulation will resume. If she returns after more than one (1) year, she is considered as a new employee.

11.05 (a) Personal/Seniority Information

The Employer shall provide to the Union a list of employees, their position and seniority as of January 1st of each year, no later than January 31st. The Employer shall provide current pension and benefit plan booklets to the Union.

- (b) The term “seniority” as used in this Agreement shall be defined as the number of paid hours an employee has worked in a position included in the bargaining unit.

For clarification purposes 1820 = 1 year

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

When a vacancy occurs:

- (a) for a temporary period exceeding six (6) months; or
- (b) permanently; or,
- (c) a new position is created inside the bargaining unit,

then the Employer shall post the vacancy electronically via internal e-mail and allow a minimum of five (5) working days for a response and shall provide the Union with a copy of the posting. The interested candidates shall submit an up-to-date résumé of their experiences and qualifications related to the vacancy.

On temporary vacancies, the Employer will not be bound to post secondary vacancies.

12.02 Information in Postings

Such notice shall contain the following information: nature of position, definite time period if established, qualifications required, knowledge and education skills, wage or salary rate or range.

12.03 Outside Applicants

No outside applicants will be considered until the Employer has considered all internal applications submitted by the application deadline.

12.04 Temporary Employees

Where a temporary position has been filled in accordance with Article 12.01, the Union will be advised and provided with the reason for such temporary employment.

12.05 Recognition of Seniority

Both parties recognize:

- (1) the principle of promotion within the service of the Employer;
- (2) that job opportunity should increase in proportion to length of service;

therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant on the basis of qualifications, skills and abilities. Where two applicants are judged equal, the applicant with the greatest seniority shall be chosen. Appointments from within the bargaining unit shall be made within three (3) weeks of postings, if possible. The replacement will receive the higher of either her salary or the salary of the position in which she replaces.

- 12.06 Trial Period
 In the event of an internal promotion and/or transfer, the employees hired following the practice stated in this Article shall be provided with a ninety (90) day trial period at the end of which such internal promotion and/or transfer shall be definite. If the employee does not establish that she can do the work during the trial period, she shall be returned to her previous position without loss of seniority at previous wages and conditions.
- 12.07 Union Notification
 The Union shall be notified in writing of all appointments, hiring dates and wages, layoffs, transfers and recalls within the bargaining unit.
- 12.08 Contract Employees
 The Union will be advised of the reasons for hiring any contract employee. Once the contract employee has been in the employ of the Employer for over six (6) months, the Employer/Union Relations Committee will convene to review and discuss each case.
- 12.09 Disabled Employees Preference
 In the case of an employee who has been incapacitated at her work or who is suffering from a compensable occupational disease or temporary disablement, is unable to perform her duties, the Employer will make reasonable efforts to place such employee in a job that she can do.

ARTICLE 13 - LAYOFFS AND RECALLS

- 13.01 Definition of a Layoff
 A layoff is defined as being a staffing reduction or a reduction in hours regularly worked by the employees.
- 13.02 Layoff Procedure
 Both parties recognize that job security 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 their seniority in each respective group, so long as the remaining employees have the necessary skills and qualifications to fulfill the remaining positions. Where an employee may displace two or more junior employees, the employee will displace the most junior.
- 13.03 Notice of Layoff
 The Employer shall notify employees, in writing, who are to be laid off ten (10) working days prior to the layoff becoming effective or as per the period prescribed by the *Employment Standards Act*. If the employee laid off has not had the opportunity to work ten (10) days after the notice of the layoff, she shall be paid in lieu of work for the part of the ten (10) days during which work was not made available.

- 13.04 Grievances Concerning Layoffs
Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the grievance procedure.
- 13.05 No New Employee
No new employee shall be hired until those laid off eligible according to Article 10.05 have been recalled, provided those employees who are laid off have the seniority and are qualified to do the job.

ARTICLE 14 - HOURS OF WORK

- 14.01 Hours of Work
Full-time employees will regularly work seventy (70) hours in a two (2) week pay period. Employees may arrange flexible work hours upon prior approval of their supervisor.
- 14.02 Rest Periods
All employees shall be allowed a fifteen (15) minute rest period in the first 3.5 hours of work and another fifteen (15) minute rest period in the second 3.5 hours of work.

ARTICLE 15 - OVERTIME

- 15.01 Definition of Overtime
All time worked beyond the normal work schedule negotiated per Article 14.01, with prior approval of the supervisor, shall be considered overtime.
- 15.02 Overtime Rates
For any overtime up to forty-four (44) hours in a week, the employee shall receive equivalent time off.

For any overtime in excess of forty-four (44) hours in a week, the employee shall receive time off at a rate of time and one half (1½).

An employee and her supervisor will negotiate when the employee takes compensatory time off.
- 15.03 Overtime
Overtime work may not be refused by an employee in cases of emergencies as determined by the supervisor or when she considers overtime work is required to assure normal operations.
- 15.04 Minimum Pay for Call-Back Time
An employee who is called in to work outside regular working hours shall be paid a minimum of three (3) hours.

ARTICLE 16 - HOLIDAYS

16.01 List of Holidays

The employees are entitled to twelve (12) paid holidays per year, namely:

New Year's Day
 Family Day
 Good Friday
 Victoria Day
 Canada Day
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day
 Two (2) floating days

Full-time employees are entitled to two (2) floating days at the commencement of each fiscal year and pro-rata for part-time. After the probation period, new full-time and part-time employees will be eligible for two (2) floating days if hired date is April 1st to September 30th.

Any other day proclaimed by the Federal or Ontario Provincial Governments as a National or Provincial Holiday shall be an additional holiday to those already provided for above.

16.02 Holidays Falling on Weekends

When any of the above-mentioned holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be a holiday for the purpose of this agreement.

ARTICLE 17 - VACATIONS

17.01 Length of Vacations

0 to 9,099 hours of service	Pro-rata of 3 weeks per year
9,100 to 20,019 hours of service	4 weeks
20,020 to 30,939 hours of service	5 weeks
More than 30,940 hours of service	6 weeks

All vacation credits should be used within the “vacation year”, November 1st to October 31st. Employees may use up to three (3) consecutive weeks of vacation time during peak vacation periods.

- 17.02 Holidays During Vacation
If one (1) or more paid holidays occur during an employee's vacation period, she shall have the following options:
- (a) have the holiday deferred to a time mutually agreeable to the employee and her immediate supervisor; or
 - (b) have an additional day or days added to her vacation period.
- 17.03 Calculation of Vacation Pay
Vacation pay shall be at the rate effective immediately prior to the vacation period.
- 17.04 Vacation Pay or Reimbursement on Termination
- (a) An employee who has not taken her annual vacation and who leaves her employment will be paid, within seven (7) calendar days of her departure date, an amount equivalent to the unused portion of her annual vacation leave credits.
 - (b) An employee who has already taken her annual vacation and who leaves her employment shall have deducted from her pay cheque the annual vacation advance she received. Should this amount exceed the amount owed by the Employer, then the employee will have to reimburse the difference to the Employer within thirty (30) calendar days from the last day paid.
- 17.05 Sickness During Vacations
Should an employee be hospitalized or housebound with a medical certificate during her annual vacation, the period of confinement in the hospital or house shall count as sick leave, not vacation.

ARTICLE 18 - SICK LEAVE PROVISIONS

- 18.01 Definition of Sick Leave
Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident or illness for which compensation is not payable under the *Workplace Safety and Insurance Act*.
- 18.02 Amount of Sick Leave
The Union and Employer agree that sick leave shall be administered as per section 6 subsection 6.5 of the CMHA's Personnel Policies, dated March 26, 2007. Should the Employer wish to revise subsection 6.5, the Union and the Employer shall negotiate a new policy that offers the same or better benefits that are currently enjoyed.

18.03

Proof of Illness

An employee shall be required to submit a certificate from a qualified medical practitioner for illness in excess of three (3) working days, certifying that such employee was unable to carry out her duties due to illness. A supervisor may request a medical certificate at other times upon reasonable grounds.

A Supervisor may request at the Employer's expense a medical certificate at other times upon reasonable grounds.

Such certificate must be dated, signed by the physician, and indicate the general nature of the illness or injury, that the employee has and is following a treatment plan, indicate the probable length of absence and the probable date of return of the employee and must specify what restrictions or limitations, if any, affect the employee.

If all accumulated sick leave has expired, an employee may use accrued vacation, compensatory time off credits, or may take an unpaid medical leave. Vacation and sick leave are accumulated during a paid absence for sickness that is medically supported.

It is the employee's responsibility to speak directly with their immediate supervisor or replacement, within one (1) hour preceding the commencement of their reporting time, when unavailable for work due to illness. If the employee has not spoken directly to her supervisor or replacement by one (1) hour after the start of the shift, she must contact another supervisor. For extended sick leave, the employee should keep the supervisor informed, on at least a weekly basis, as to when they may be expected to return to work.

Sick leave credits can be used for the following:

- i) when the employee is ill,
- ii) to attend a doctor's appointment or to go to the hospital,
- iii) with permission from the immediate supervisor, to care for a young child or an aging live-in parent

18.04 Retention of Sick Leave During Leave
 An employee who is on leave of absence without pay for any reason or who is laid off on account of lack of work and who returns to work upon the expiration of such leave of absence or layoff shall retain any remaining credits, if any, upon her return to work. No accrual of sick leave credits will occur during the employee's absence.

18.05 Sick Leave Without Pay
 Sick leave without pay shall be granted to an employee who has not completed her probationary period, who has completely used all entitled sick leave credits or who is unable to return to work at the termination of the period for which sick leave with pay was granted.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Union Conventions
 Leave of absence without pay, up to a maximum of ten (10) days annually shall be granted to the unit as a whole, upon request to the Employer for employees elected or appointed to represent the Union at conventions or seminars. Seniority shall continue to accumulate during such absences.

No more than two (2) employees shall be absent at the same time and such leave will be arranged, upon approval of the supervisor, at no additional cost to the Employer, such that there is no disruption to Branch activities.

19.02 Leave for Union Duties
 Upon written request to the Executive Director, any employee who is elected for a full-time position with the Union shall be granted by the Employer leave of absence without pay for a period of up to one (1) year. Seniority shall continue to accumulate during such absences.

19.03 Jury or Court Witness Duty
 The Employer shall grant a leave of absence without loss of pay or benefits and with the accumulation of seniority to an employee who is called or who serves as a juror or a subpoenaed Crown Witness at any Court. The Employer shall pay such employee the difference between her normal earnings and the payment she receives for jury service or Crown Witness service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Witness in Court in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

19.04 Education Leave
 (a) Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations in view of improving their qualifications in the service, provided the course in question is approved by the Employer.

- (b) Where the Employer deems it necessary for an employee to attend Educational training the Employer will grant a leave of absence with pay and without loss of Seniority. The cost of said training will be covered by the Employer.

19.05

Bereavement Leave

An employee is entitled to a maximum of five (5) days of bereavement leave with full pay in the event of the death of a wife or husband or spouse, of her child, of her mother, her father, her brother or her sister.

An employee is entitled to three (3) days of bereavement leave with full pay in the event of the death of her father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandson, grand-daughter or grand-parents of either the employee or her spouse.

An employee is entitled to one (1) day of bereavement leave with full pay to attend the funeral or commemorative service of an aunt or an uncle, a niece or a nephew, of either the employee or her spouse that coincides with a work day.

At the Executive Director's discretion, one (1) day paid time off may be granted to an employee for funeral purposes for individuals not listed above.

In this Article, "wife" or "husband" or "spouse" includes a same sex or Common Law spouse within the meaning of the *Family Law Act*.

An employee may be granted additional paid time off for travel at the Executive Director's discretion.

19.06

An employee is entitled to receive a top-up calculated to 100% of normal gross earnings, based on benefits received through Employment Insurance Compassionate Care benefit, excluding the required two-week waiting period.

19.07

General Leave

The Employer may grant a leave of absence without pay up to a maximum period of twelve (12) months without accumulation and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing to her supervisor and approved by the Executive Director at her discretion.

During such leave of absence, the employee will not accumulate any seniority and she shall reimburse the Employer the cost of all fringe benefits if she wishes to maintain them. The mode of payment shall be determined jointly by the Employer and the employee.

19.08 Mental Health Days

Mental Health Days are not Vacation Days, Sick Leave, or any other leave and cannot be attached to vacations or other leaves or taken consecutively. Such days may not be carried over from one fiscal year to the next. The employee will provide as much notice as possible to her supervisor of her intention to take a mental health day.

Full-time employees and part-time employees become eligible for three (3) days of mental health time off at the commencement of each fiscal year, one of which can be taken in half day (1/2) increments. After probation period, new full-time and part-time employees will be eligible for three (3) days if hired date is April 1st to July 30th, and two (2) days if hired between August 1st and November 30th.

19.09 Pregnancy and Parental Leave

a) Pregnancy Leave

- i) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- ii) The employee shall notify her supervisor at least four (4) weeks in advance of the expected date of commencement of such leave. The employee shall give written notification of at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certification of a legally qualified medical practitioner stating the expected birth date. Any exception with the above shall be dealt with on an individual basis.
- iii) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (ii) above by written notification received by the Employer at least two (2) weeks in advance thereof. If the employee wishes to return before the date originally approved in subsection (ii) above, she must give the Employer at least four (4) weeks' written notice before the earlier date. If the employee wishes to return later than the date originally approved in subsection (ii) above, she must give the Employer at least four (4) weeks' written notice before the date the leave was to end.
- iv) Seniority shall continue to accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.

- v) The Employer shall continue to pay its' share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- vi) The employee who has taken a pregnancy leave shall be reinstated when the leave ends to the position she most recently held with the Employer if it still exists, or to a comparable position, if it does not.

b) Parental Leave

- i) Parental leave shall be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- ii) The employee shall notify her supervisor at least four (4) weeks in advance of the expected date of commencement of such leave. The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. Any exception with the above shall be dealt with on an individual basis.
- iii) An employee whose child comes into her custody, care and control for the first time sooner than expected must give the Employer written notice of her wish to take leave within two (2) weeks after she stops working.
- iv) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (ii) or (iii) above by written notification received by the Employer at least two (2) weeks in advance thereof. If the employee wishes to return before the date originally approved in subsection (ii) or (iii) above, she must give the Employer at least four (4) weeks' written notice before the earlier date. If the employee wishes to return later than the date originally approved in subsection (ii) or (iii) above, she must give the Employer at least four (4) weeks' written notice before the date the leave was to end.
- v) Seniority shall continue to accumulate for a period of up to thirty-seven (37) weeks while an employee is on parental leave.
- vi) The Employer shall continue to pay its' share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-seven (37) weeks while the employee is on parental leave.
- vii) The employee who has taken a parental leave shall be reinstated when the leave ends to the position she most recently held with the Employer if it still exists, or to a comparable position, if it does not.

Note for clarification:

Where an employee has taken Pregnancy Leave, the maximum for item (v) and (vi) shall be thirty-five (35) weeks.

19.10 Family Leave

The Employer may grant a leave of absence, of two (2) unpaid days per year, without accumulation and without loss of seniority to any employee requesting such leave for good and sufficient cause; such request to be in writing to her supervisor and approved by the Executive Director or designate at his/her discretion.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES20.01 Pay Days

Every second Thursday.

20.02 Pay During Temporary Transfers

An employee replacing another employee for any reason, for a period of less than a full pay period, shall not have her salary changed.

If an employee replaces another employee in a higher paying position for a full pay period, she shall receive a minimum of eight (\$8) dollars more per pay period, or the minimum of the higher position, or her own rate, whichever is the greatest.

If an employee is demoted to a lower paying position, she shall receive the maximum of her new position or her own rate, whichever is the lowest, after a full pay period.

20.03 Education Allowance

The Employer shall advance the full cost of any course of instruction required by the Employer for an employee to better qualify herself to perform her job.

The Employer shall deduct, through payroll deductions, the said amount from the employee's wages.

Upon successful completion of the course, the employee shall be reimbursed the total amount of such deductions by the Employer.

20.04 Kilometrage Allowance

As of the first day of the month following the signature of the collective agreement, an employee using her own automobile in the performance of her duties, as authorized by the Employer, shall be reimbursed her kilometrage at the rate in accordance with the home base practice established by the Employer.

Employees shall be reimbursed for their kilometrage as per schedule of submission and payment dates provided to employees. The payment schedule is to be reviewed annually by the Labour/Management committee on or before December 1st.

Employees re-assigned to a different office from their home base, lasting less than three (3) months, will be compensated as per the mileage rate and rules in the collective agreement and policy.

Re-assignments that exceed the three (3) month period will be assigned in reverse seniority subject to qualifications, skills and abilities. This Article does not override Article 12.05.

Only re-assignments that adversely affect the travel expenses of the employee shall be subject to the reverse seniority as mentioned in this article.

ARTICLE 21 - JOB CLASSIFICATION AND RECLASSIFICATION

21.01 Job Description

Existing job descriptions are to be updated and given to the Union within six (6) months of the signature of this agreement.

21.02 Changes in Classifications

The rate of pay assigned to a new or altered classification shall be subject to the grievance and arbitration procedure.

21.03 The Employer shall meet with the Union to discuss any proposed changes to positions or classifications, including temporary positions that are covered by the Collective Agreement before posting.

21.04 Placement on Salary Scale

Upon the commencement of employment, or upon a classification change, entry onto the Salary Scale will be at level 1. For every two (2) years of direct experience, a level will be awarded up to a maximum of Level 3.

For Peer Support/Drop-In Workers, if the employee holds a College Diploma in Social Service or Recreation, a level will be awarded up to a maximum of Level 4 (for a combination of experience and College Diploma in the foregoing areas).

For Public Educators, if the employee holds a Bachelor's degree in Education, a level will be awarded up to a maximum of Level 4 (for a combination of experience and Bachelor's degrees in the foregoing area).

For Program Workers, if the employee holds a Master's degree in Psychology, Social Work or Nursing, a level will be awarded up to a maximum of Level 4 (for a combination of experience and Master's degrees in the foregoing areas).

21.05 Progression on Salary Scale

Upon the completion of 1820 hours worked at a particular level an employee will be upgraded by one level within her classification.

For Peer Support/Drop-In Workers, upon the completion of a College Diploma in Social Service or recreation, an employee will be upgraded by one level within her classification.

For Public Educators, upon the completion of a bachelor's degree in Education, an employee will be upgraded by one level within her classification.

For Program Workers, upon the completion of a Master's degree in Psychology, Social Work or Nursing, an employee will be upgraded by one level within her classification.

ARTICLE 22 - FRINGE BENEFITS

The current practices for the following benefits shall continue:

22.01 Pension Plan

The Employer provides a defined contribution Registered Pension Plan. The employee is not required to contribute to the Plan. The Employer contributions are 4.5% of annual earnings.

22.02 Personal Benefits

All full time and part time employees (where eligible under plan rules), except those on contract, must participate, unless exempt due to spousal coverage, in the Branch's benefits programs. Full details of all benefits are set out in a benefit booklet available from Management.

22.03 Benefit Entitlement At Time of Long Term Disability

The agency's portion of payment of premiums in respect of all benefits to which a regular full-time employee is entitled on the date when eligibility for long term disability arises, shall be made on behalf of that employee by the Branch for a maximum of 12 months from the date of long term disability.

22.04 Insurance Plans

The Employer provides an insurance plan to eligible employees as described in the current benefit plan booklet.

The current benefit coverage, at the Employer's cost includes:

- (a) Employee Life Insurance
- (b) Supplementary Health Expense
- (c) Dental Plan Coverage
- (d) Emergency Travel Assistance
- (e) Employee Assistance Program

The current benefit coverage, at the employee's cost includes:

- (f) Long Term Disability Insurance

The Employer makes available to the employees, at the employee's cost, the following optional benefit coverage:

- (g) Accidental Death and Dismemberment
 (h) Optional Life Insurance
 (i) Life Insurance for Dependents

22.05 Supplement to Workplace Safety and Insurance Board Award

An employee prevented from performing her regular work with the Employer on account of an occupational accident which is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, shall receive from the Employer the difference between the amount payable by the Workplace Safety & Insurance Board and her regular salary chargeable to her accumulated sick leave credits.

22.06 General

No employee may receive benefits in excess of her normal earnings.

ARTICLE 23 - SAFETY AND HEALTH

23.01 No Disciplinary Action

No employee shall be disciplined for refusal to work on a job which, in the opinion of the employee, is not safe, provided that her refusal to work is not unreasonable or excessive.

ARTICLE 24 - JOB SECURITY

24.01 Job Security

In order to provide job security for the members of the bargaining unit, the Employer agrees that work or services presently performed shall not be sub-contracted out.

ARTICLE 25 - GENERAL CONDITIONS

25.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and on which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees and shall give the Employer a copy of such notices before posting.

25.02 Legal Indemnity

The Employer shall reimburse an employee the legal costs reasonably incurred by the employee, should she be charged in any Court, as a result of performing her duties for the Employer. This reimbursement only applies if the employee is found not guilty.

25.03

Where it is a requirement for an employee to use their personal vehicle for work, the employee is responsible for ensuring that they have a valid driver's licence and at least one million dollars (\$1,000,000.00) liability and business insurance is maintained on the vehicle. Where an employee loses their licence or insurance, they must report this to Management. The loss of either a licence or insurance may result in termination of employment.

It is the employee's responsibility to provide the Branch with a copy of the driver's licence and a copy of current insurance policy showing this coverage upon starting employment and each time the policy/licence is renewed. This documentation will be kept in the employee's personnel file.

The Branch will reimburse additional costs up to a maximum of two hundred dollars (\$200) per year for each employee to insure their vehicle for one million dollars (\$1,000,000.00) liability and business coverage. This benefit will be paid in two installments, one in the first six months of the fiscal year and the second in the last six months of the fiscal year. The employee must submit the appropriate Auto Insurance Memo signed by the Insurer to qualify for this benefit.

25.04

Agenda

The Employer shall continue to supply at its cost one (1) agenda to each employee where such is required and replace same when necessary.

ARTICLE 26 - DISTRIBUTION OF AGREEMENT

26.01

Distribution of Agreement

The Union and the Employer wish every employee to be familiar with the provisions of this agreement and her rights and duties thereunder. For this reason, the Employer and the Union shall share the costs of printing sufficient copies of the agreement within thirty (30) working days of its signing.

ARTICLE 27 - TERM OF AGREEMENT

27.01

Effective Date

This agreement shall be in effect from April 1, 2010 to March 31, 2012 and shall continue from year to year thereafter unless either party gives to the other party notice in writing in accordance with Article 27.02.

27.02

Notice of Change

Either party wishing to propose changes or amendments to this agreement shall, between the period of sixty (60) days and ninety (90) days prior to the termination date, give notice in writing to the other party of the intent to enter into negotiations. Within fifteen (15) working days or such other time as mutually agreed upon, of

the receipt of such notice by one party, the other party is required to enter into negotiations for the renewal or revision of the agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.

ARTICLE 28 - ATTENDANCE DURING INCLEMENT WEATHER

28.01 The current practice of managing lost time due to inclement weather will continue.

On occasions during inclement weather when offices remain open but individual staff members request leave to either remain at home, report late for work or leave work early due to weather conditions, employees may request with the approval of their Supervisor, one of the following ways to compensate for the absent time: leave of absence without pay, flex time, accumulated compensation time, vacation time or floater day. Employees may also request to work at a site office closer to their home or at their home if they have the ability to work on agency-related issues.

If an employee did not attend work due to inclement weather and her home office was subsequently closed, the employee will be compensated for her scheduled work day. Employees on a pre-arranged scheduled day off would not be entitled to compensation for the office closure.

SIGNED this ____ day of _____, 2010, at Cornwall, Ontario by the authorized representatives:

FOR THE UNION

FOR THE EMPLOYER

SCHEDULE "A"
C.M.H.A. (Champlain East)
SALARY SCALE, April 1, 2007 – March 31, 2008

Classification	1	2	3	4	5	6	7
Case Manager	23.00	23.46	23.93	24.41	24.90	25.39	25.90
Peer Support/Drop-in Worker (hired prior to July 7, 2004)	20.98	21.40	21.83	22.26	22.71	23.16	23.63
Peer Support/Drop-in Worker (hired after July 7, 2004)	20.32	20.73	21.14	21.56	22.00	22.44	22.88
Public Educator	21.39	21.82	22.26	22.70	23.16	23.62	24.09
Administrative Assistant	17.11	17.46	17.81	18.16	18.52	18.90	19.27
Receptionist	14.44	14.73	15.03	15.33	15.63	15.95	16.27

SALARY SCALE, April 1, 2008 – March 31, 2009

Classification	1	2	3	4	5	6	7
Case Manager	23.53	24.00	24.48	24.97	25.47	25.98	26.50
Peer Support/Drop-in Worker (hired prior to July 7, 2004)	20.98	21.40	21.83	22.26	22.71	23.16	23.63
Peer Support/Drop-in Worker (hired after July 7, 2004)	20.78	21.20	21.62	22.06	22.50	22.95	23.41
Public Educator	21.88	22.32	22.77	23.22	23.69	24.16	24.64
Administrative Assistant	17.50	17.85	18.21	18.58	18.95	19.33	19.71
Receptionist	14.78	15.08	15.38	15.68	16.00	16.32	16.64

SALARY SCALE, April 1, 2009 – March 31, 2010

Classification	1	2	3	4	5	6	7
Case Manager	24.12	24.60	25.09	25.60	26.11	26.63	27.16
Peer Support/Drop-in Worker	21.31	21.73	22.17	22.61	23.06	23.52	24.00
Public Educator	22.43	22.88	23.33	23.80	24.28	24.76	25.26
Administrative Assistant	17.94	18.30	18.66	19.04	19.42	19.81	20.20
Receptionist	15.15	15.45	15.76	16.07	16.39	16.72	17.06

Schedule A: to be amended as per the Letter of Agreement dated June 2, 2010

Letter of Understanding Between
The Canadian Mental Health Association Champlain East

And

CUPE Local 4321

Regarding the Shared Care Program

The following definition applies to employees hired under the Shared Care Pilot Project
June 2007 - June 2009

Term Employee - Definition

A term employee is one who is hired for a specific term or task of more than one (1) month but less than twenty four (24) months or to cover for an employee on an authorized leave of absence exceeding one (1) month. The term may be extended on mutual agreement by both parties. At the end of the term, such employee hired for the term shall be terminated. Such termination shall not be the subject of a grievance and/or arbitration.

Term Employee - Seniority

A term employee shall not accumulate seniority except in the case where the employee becomes a full-time or a part-time employee without a break in service, then seniority shall be recognized from the last date of hire.

Progression on Salary Scale

Upon the completion of 1820 hours worked at a particular level an employee will be upgraded by one level within her classification. "Term employees" shall be excluded from any negotiated annual increases and any monetary bonuses.

Signed this 22nd day of November, 2007.

Letter of Agreement
Between
The Canadian Mental Health Association Champlain East
And
CUPE Local 4321

The Parties can agree that the contract negotiations will be finalized at the **conclusion** of Bill 16. **Should the Bill not be passed or** the Union be excluded from the Bill, the Employer agrees to a 1% wage increase over 2 years and an increase to the vacation entitlement as negotiated on June 2, 2010.

Should the Union be included in the Bill, the Parties agree to an increase in vacation entitlement as negotiated on June 2, 2010 and no wage increase for a period of 2 years.

Upon passage of Bill 16, the Parties agree to reconvene within 30 days to implement the agreed changes.

Henry Bosch

Michael Lloyd

All enhancements will be retroactive to April 1, 2010 unless otherwise specified.