

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 527**

and

**Canadian Mental Health Association – Ontario
Division**

DURATION: January 1, 2022 – December 31, 2024



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ARTICLE 1 – PURPOSE

- 1.1 The general purpose of this Collective Agreement is to establish and maintain collective bargaining relations between the Employer and its employees in order to create mutually satisfactory working conditions for all those employees subject to the provisions of this Collective Agreement, to promote the morale, well-being and security of all the employees in the bargaining unit of the Union, and to provide procedures for the prompt and equitable disposition of grievances.
- 1.2 This Collective Agreement constitutes the entire agreement between the Employer and the Union and supersedes and replaces any and all obligations and/or agreements, whether written or oral or expressed or implied between or concerning the employees or the Union and the Employer. Any amendment, modification or addition to this Collective Agreement must be reduced to writing and duly executed by the Employer and the Union to be effective.

ARTICLE 2 – RECOGNITION

- 2.1 The Employer recognizes the Ontario Public Service Employees Union (OPSEU) as the sole bargaining agent for all employees of the Employer in the City of Toronto, save and except supervisors and those above the rank of supervisor, persons employed in a capacity confidential to labour relations, and students employed during the school vacation period.

ARTICLE 3 – EMPLOYEE DEFINITIONS

- 3.1 **Full-time:** A full-time employee is a person who works thirty-five (35) hours per week.
- 3.2 **Part-time:** A part-time employee is a person who works less than thirty-five (35) hours per week.
- 3.3 **Regular:** A regular employee is a person who works on a permanent, ongoing basis.

- 3.4 Temporary:** A temporary employee is a person who is continuously employed for a specific project for a fixed term of eighteen months (18) or less, or who is employed to replace a regular full-time or regular part-time employee who is absent due to pregnancy, parental leave, sick leave, leave of absence, or vacation. The fixed term above may be extended upon agreement between the parties.
- 3.5** Whenever the singular, masculine or feminine is used in this Collective Agreement it shall be considered as if the plural, feminine or masculine has been used provided the context of the party or parties so requires.
- 3.6** Day or days as used in this Collective Agreement shall exclude Saturdays, Sundays and public holidays.
- 3.7** Employees not covered by the terms of this Collective Agreement will not perform duties normally assigned to those employees who are covered by this collective agreement, except for the purposes of instruction, absences, and to assist when regular employees are not available or require additional support.

ARTICLE 4 – HEALTH & SAFETY

- 4.1** The Employer aims to commit to a work environment for all staff, volunteers, consumers, family members, contractors, visitors and students that is safe, healthy and treats all individuals with respect and dignity in accordance with the *Occupational Health and Safety Act*.
- 4.2** The Employer will make every reasonable effort to protect employees from injury, occupational diseases, harassment, attempted or threatened workplace violence, discrimination, and make every reasonable effort to create a workplace that promotes worker's psychological well-being and actively works to prevent harm to a worker's psychological health including in negligent, reckless, or intentional ways.
- 4.3** The Employer shall release two (2) individuals selected by the Union to be a Health and Safety Representative in accordance with the *Occupational Health and Safety Act*. These individuals shall be provided training paid for by the

Employer and shall conduct monthly health and safety inspections with the participation of the Employer. Time off with no loss of earnings and with no loss of credits for bargaining unit member to perform these duties shall be granted.

ARTICLE 5 – NO DISCRIMINATION OR HARASSMENT

5.1 DEFINITION

The parties recognize the dignity and worth of every individual and seek to create a climate of understanding, inclusion, and mutual respect in the workplace.

5.2 UNION INVOLVEMENT

The parties agree that there will be no discrimination, harassment, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his rights under the Collective Agreement.

5.3 DISCRIMINATION

It is agreed that there shall be no discrimination practiced by either party or by any of the employees covered by this Collective Agreement on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability or prohibited grounds under the *Ontario Human Rights Code* or other factor which is not pertinent to the employment relationship.

5.4 WORKPLACE HARASSMENT AND VIOLENCE

The Parties are committed to a workplace free from workplace harassment, including sexual harassment and bullying by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients or the public, in accordance with the law. The Employer and the Union will cooperate fully to ensure that the workplace is free from discrimination, harassment, including sexual harassment and/or violence and to

expedite investigations and just resolution of any complaints of discrimination, harassment and/or violence.

5.5 COMPLAINT AGAINST SUPERVISOR

Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written grievance which would normally be presented to that supervisor (s) may be presented directly to the Director – People and Culture or to any person appointed by the Employer specifically to deal with complaints or grievances under this Article. It is agreed that a designee so assigned will not be a person who is subject to the complaint.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 Except as limited by other provisions of this Collective Agreement, the Union acknowledges and agrees that it is the exclusive right and function of the Employer's management to:

- a)** Maintain order, discipline and efficiency;
- b)** Hire, classify, assign, direct, transfer, promote, demote, layoff, and recall employees;
- c)** Determine the requirements, performance standards, methods and techniques of work, the number of personnel to be employed, job title, and qualifications of the position;
- d)** Suspend, discharge or discipline employees for just cause, provided that a claim by an employee of unjust discharge or discipline may be the subject of a grievance and dealt with as hereinafter provided;
- e)** Manage the workplace and, without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, systems and procedures;

- f) Establish, amend, eliminate and enforce reasonable work and safety rules to be observed by the employees provided that such rules and regulations shall not be inconsistent with the provisions of this collective agreement or any prevailing legislation (e.g., *The Occupational Health and Safety Act*, etc.).

6.2 The Employer shall not exercise its management rights in a manner that is inconsistent with the terms of the Collective Agreement, or that is arbitrary, discriminatory or is in bad faith.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

7.1 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Collective Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 8 – UNION ADMINISTRATION & REPRESENTATION

8.1 STEWARDS

8.1.1 The Employer agrees to recognize Union Stewards to be elected or appointed from amongst employees in the bargaining unit for the purposes of handling grievances and other Union business as provided under this Collective Agreement. The Union will inform the Employer, in writing, of the names of the Union Stewards and of any subsequent changes and the Employer will not be required to recognize such Union Stewards until such notification from the Union has been received.

8.1.2 Employees who are Union Stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such Steward shall again report to their immediate supervisor. A

Union Steward shall suffer no loss of earnings and no loss of credits for time spent in performing the above duties during their regular scheduled working hours including a period of forty-five (45) minutes maximum, which may be used at the discretion of the Union to prepare and/or debrief the meeting.

8.1.3 REPRESENTATION IN COMPLAINT

An employee who makes a complaint and/or an employee against whom a complaint is made under Article 5, may be accompanied and represented by a Union representative at the time of the discussion of the complaint, at each stage of the grievance procedure, and in the course of any investigation.

8.1.4 Employees shall have the right to the assistance of an OPSEU Staff Representative whenever required for the purpose of assisting with complaints, grievances, investigations, labour/management meetings, health and safety committee meetings, at no cost to the Employer. The Union agrees that the exercise of this right shall not interfere with the Employer's operation.

8.1.5 Employees shall have the right to require the presence of a Union Steward if they are called to a meeting with the Employer at which they are to receive discipline.

8.2 NEGOTIATING COMMITTEE

8.2.1 The Employer agrees the bargaining unit will be represented by a Union Negotiating Committee consisting of not more than three (3) employees of the Employer and the Union's Staff Representative. In addition, the Union may, at its discretion, identify alternates to the Negotiating Committee. The Union shall notify the Employer in writing of the names of the members of the Union Negotiating Committee at the time of their appointment.

8.2.2 The Employer agrees to grant the Negotiating Committee leaves of absence with no loss of earnings and with no loss of credits for time spent during their regularly scheduled working hours in attending negotiation meetings up to and including conciliation. The Employer agrees in addition to grant the Negotiating Committee reasonable caucus time without pay but with no loss of credits to prepare for negotiations.

8.3 INFORMATION TO THE UNION

Annually, on April 1st of the year, the Employer will supply the OPSEU staff representative and the Lead Union Steward the names, classifications, wage grid placement and for the special funded positions compensation information and current addresses and phone numbers for all bargaining unit members. In addition, the Employer will annually supply the OPSEU Staff Representative and the Lead Union Steward with a list of supervisory and excluded personnel, volunteers and students. The Employer agrees to notify the Lead Union Steward by e-mail within thirty (30) days of all hiring, layoffs, recalls, suspensions and terminations of employment of bargaining unit employees.

8.4 NEW EMPLOYEE ORIENTATION

At a time mutually agreed between the parties and scheduled in conjunction with the Employer's orientation program, the new employee(s) will attend a Union orientation with the Union Steward or alternate of up to forty-five (45) minutes during regular working hours on site with no loss of earnings and with no loss of credits for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union as per the Collective Agreement. Such orientation will be mutually scheduled between the Union Steward or alternate, the Employer and new employee(s). The meeting may be conducted on an individual or collective basis.

8.5 BULLETIN BOARD, MEETING ROOM

8.5.1 The Employer will provide a centrally located Union bulletin board for the purpose of posting notices regarding meetings and other matters of Union business to bargaining unit members. Prior to posting, notices will be approved by the Lead Unit Steward. Postings may be subject to review by the Director – People and Culture.

8.5.2 Subject to availability, and on advance written request by the Union, the Employer will make available a meeting room on the Employer's property, without

cost to the Union, for the purpose of allowing the Union to conduct a meeting of employees in the bargaining unit.

8.6 DUES DEDUCTION

8.6.1 The Employer agrees to deduct on a monthly basis from the wages due to each employee covered by this Collective Agreement from the first day of employment, a sum equal to the regular monthly Union dues payable by the members of the Union. In addition, the Employer shall deduct Union dues from any retroactive wage payments. The Employer shall remit the total amount of such deductions to the Accounting Department of the Union 100 Lesmill Road, North York, Ontario, not later than the 15th day of the following month that the deductions were made. The remittance shall be accompanied by a list of the names, addresses and Social Insurance Numbers of the employees from whose wages the deductions have been made. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence.

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

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

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

9.1 It is agreed that a Labour Management Committee shall be established for the purpose of discussing matters related to the administration of this Collective Agreement.

9.2 The parties agree to have free and open discussion about ongoing operational and administrative change and development as it relates to all employees including but not limited to an annual review of Human Resources policies. The

Committee shall not have the power to alter, amend or modify the specific terms of the Collective Agreement.

9.3 It is agreed that membership shall consist of three (3) representatives of the bargaining unit and up to three (3) representatives of the Employer with the capacity of either party to bring in additional resource persons from the Union or the Employer. The Labour-Management Committee shall meet at the request of either party to discuss matters of concern at a mutually agreed time and place, a minimum of four (4) times per year.

9.4 Each party shall notify the other party of the proposed agenda items five (5) days in advance of the meeting.

9.5 An Employer representative and a bargaining unit representative shall act as Co-Chairs. Minutes of each meeting shall be prepared by the Co-Chairs and a copy shall be forwarded to all members of the Committee for review and approval within two (2) weeks following the meeting unless otherwise agreed to by both parties. Bargaining unit Committee members will suffer no loss of earnings and no loss of credits for time spent at these meetings.

9.6 SIGNIFICANT OPERATIONAL CHANGES

The Employer agrees to notify the Union in advance and will provide at least thirty (30) days' notice of any significant operational changes the Employer has decided to make which will affect employees within the bargaining unit. The Employer agrees to meet within five (5) working days at the request of the Union to discuss these significant operational changes and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.

9.7 TECHNOLOGICAL CHANGE

9.7.1 The Employer shall notify the Union thirty (30) days in advance of any technological changes that the Employer has decided to introduce which will significantly change the status or working conditions of the employees within the bargaining unit. The Employer and the Union agree to hold a discussion relating to the effect of such technological changes on the employment status of employees and to undertake practical ways and means of minimizing the

adverse effect, if any, upon employees concerned. Employees will be given notice of the impending change in employment status and/or working conditions at the earliest possible time.

9.7.2 In the event of the introduction of any new equipment, materials or processes that requires an employee to upgrade their skills, the Employer shall provide the present employees with the training required. The Employer will assume the cost of training and there shall be no reduction in normal earnings during the training period for any such employee. Training shall be given during the hours of work whenever possible in accordance with Article 17.

ARTICLE 10 – GRIEVANCE & ARBITRATION PROCEDURE

10.1 GENERAL

It is the intent of this collective agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Collective Agreement, including any question as to whether a matter is arbitrable.

THE GRIEVANCE PROCEDURE

10.2.1 COMPLAINT STEP

An employee who has a complaint shall first discuss any complaint or difference with their supervisor within twenty (20) working days of when they knew or ought to have known of the factual basis for their complaint or difference. If the complaint is not settled within seven (7) working days of this discussion, a grievance may be processed to Step One.

10.2.2 STEP ONE

If a complaint is not resolved through discussion at the Complaint Step, the employee may file a written grievance with their supervisor within ten (10) working days of the earlier of their receipt of a response to the complaint or the expiry of the seven (7) working daytime limit for resolution. The supervisor shall provide

their Step One response to the grievance within seven (7) working days of the submission of the written grievance.

10.2.3 STEP TWO

If a grievance is not resolved at Step One, it may be submitted to the Director – People and Culture within seven (7) working days of the earlier of the employee's receipt of the supervisor's response at Step One or the expiry of the seven (7) working day period for providing such a response.

The parties shall meet to discuss the grievance within fifteen (15) working days of receipt by the Director – People and Culture of the grievance. Following the meeting, the Employer shall provide a written reply to the grievance within seven (7) working days.

Employees shall have the right to be assisted by a Union representative in the presentation of a grievance at any step of the Grievance Procedure. The grievor and Union representative are entitled to attend grievance meetings, arbitration hearings, and OLRB proceedings with no loss of earnings and with no loss of credits.

10.2.4 GROUP GRIEVANCE

A group grievance is defined as a single grievance signed by an authorized Union Steward on behalf of a group of employees who have the same complaint. A group grievance shall include a list of the names of the grievors. Such grievances must be dealt with at successive stages of the grievance procedure as set out in this Article commencing with Step Two, unless otherwise agreed. Such grievances must be submitted within twenty (20) working days of events giving rise to the grievance.

10.2.5 UNION GRIEVANCES

The Union may file a grievance where there is a difference between the Union and the Employer arising from the interpretation, application, or administration of the Collective Agreement, including whether or not a matter is arbitrable, provided

that the Union file the grievance at Step Two of the grievance procedure within thirty (30) working days of events giving rise to the grievance.

10.2.6 MANAGEMENT GRIEVANCES

The procedure under this Article with respect to Union grievances applies with necessary modifications to grievances filed on behalf of management.

10.2.7 ARBITRATION

A grievance which is unresolved through mediation 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) days after receipt of the final written answer to the grievance. The party referring the matter to Arbitration shall within twenty (20) working days of notice of referral to Arbitration submit the names of three (3) persons who it would propose to arbitrate the grievance. The party in receipt of such notice shall respond by agreeing to one of the proposed Arbitrators or by proposing three (3) different Arbitrators within twenty (20) working days of its receipt of the names. If the parties are unable to agree on the selection of an Arbitrator either party may request the Minister of Labour for the Province of Ontario to appoint an Arbitrator. The Arbitrator 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 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.

The time limits specified in the Arbitration procedure may be altered on the written agreement of the parties.

The Arbitrator 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.

Each of the parties shall pay one-half ($\frac{1}{2}$) of the remuneration and expenses of the Arbitrator.

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.

Notwithstanding the above, the parties may mutually agree to a Board of Arbitration to be composed of a nominee from the Union, a nominee from the Employer and a neutral Chairperson to which the nominees mutually agree.

10.2.8 GENERAL

Where a complaint or grievance has not been processed by the employee or the Union within the time prescribed it shall be deemed to have been withdrawn.

The time-limits in this Article may be extended by agreement of the parties in writing.

An Arbitrator shall have no jurisdiction to alter, change, amend or enlarge any provision of the collective agreement.

An employee and their Steward shall have the right to attend the Arbitration hearing of a grievance which they have filed with no loss of earnings and with no loss of credits.

10.2.9 DISCIPLINE AND DISCHARGE

No employee, other than an employee who at the time of discipline or discharge has not completed their probationary period, shall be disciplined or discharged without just cause. Such a grievance may be filed directly at Step Two of the grievance procedure. A discharge grievance shall proceed directly to Arbitration at the request of either party.

ARTICLE 11 – PROBATIONARY EMPLOYEES

11.1 Newly hired employees shall be on probation for a period of six (6) months. During the probationary period, the employee shall have no seniority rights and shall be considered as being employed on a trial basis. The discharge or layoff of a probationary employee shall not be the subject of a grievance and/or Arbitration pursuant to the provisions of this Collective Agreement unless the

probationary employee is discharged or released for reasons which are arbitrary or discriminatory under the *Human Rights Code*.

- 11.2 Each employee shall serve only one (1) probationary period. The first six (6) months of temporary employment shall be deemed to be probationary.
- 11.3 With the written consent of the Employer, the probationary employee and the Local Unit Steward or designate, such probationary period may be extended.
- 11.4 If retained after the probationary period, the employee shall be credited with seniority from the date of last hire in accordance with Article 12.1.

ARTICLE 12 – SENIORITY & SERVICE

- 12.1 Seniority is defined as the length of an employee's continuous service in the employ of the Employer within the bargaining unit. Continuous service shall include unbroken service as a temporary employee. Such service will be recognized as seniority after the employee is hired as a permanent-status employee and has completed a probationary period.
- 12.2 Seniority and service shall be expressed in terms of years and/or fractions thereof. One year's seniority or service shall be deemed to be equivalent to one thousand, eight hundred and twenty (1820) hours.
- 12.3 Full-time employees shall accumulate seniority on the basis of years, months and days of employment from last date of hire in the bargaining unit. Part-time employees shall accumulate seniority on the basis of hours worked. An employee whose status is changed from full-time to part-time shall receive credit for their seniority on the basis of one thousand, eight hundred and twenty (1820) hours worked for each year of full-time seniority. An employee whose status is changed from part-time to full-time shall receive credit for their seniority on the basis of one (1) year of seniority for each one thousand, eight hundred and twenty (1820) hours worked.
- 12.4 An employee shall maintain and accumulate seniority under the following conditions:

- a) While they are actively at work for the Employer after they have completed their probationary period as set out in Article 11 above
- b) When on leave of absence with pay;
- c) For a period when they are prevented from performing their work for the Employer by reason of injury, illness or disability;

NOTE: This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*, the *Employment Standards Act*, *The Accessibility for Ontarians with Disabilities Act* employment standards and any other relevant jurisprudence.

- d) When on pregnancy or parental leave in accordance with the *Employment Standards Act*;
- e) When on Union leave;
- f) During the first sixty (60) days of any other leave of absence.

12.5 Seniority shall be retained but not accumulate when an employee is absent from work under the following conditions:

- a) When on an approved leave of absence without pay, exceeding sixty (60) continuous calendar days;
- b) When appointed, selected or promoted to a temporary position outside the bargaining unit for a period in excess of one (1) year;
- c) During the first twenty-four (24) months of any absence due to layoff.

12.6 Seniority and service lists shall be updated every twelve (12) months and a copy of each list shall be supplied to the Lead Union Steward at the time of initial posting and subsequent revision. Any employee alleging an error on the seniority or service list shall provide written notice of such alleged error to the Employer within twenty (20) days of the posting of the seniority or service list, failing which the seniority or service list shall be deemed to be accurate.

12.7 The Employer shall maintain and post on the Union bulletin board a seniority list for all permanent full-time and part-time bargaining unit employees showing the

current job classification, job title, date of hire and accrued seniority. The list will be updated every six months. Seniority on such lists will be expressed in terms of total years and/or hours worked in accordance with Article 12.1 and 12.2.

- 12.8** The Employer shall maintain and post on the Union bulletin board a service list for all temporary bargaining unit employees showing the current job classification, job title, date of hire and accrued service. Service on such lists will be expressed in terms of total years and/or hours worked in accordance with Article 12.1 and 12.2.

ARTICLE 13 – CLASSIFICATION

- 13.1** The job classifications and rates of pay shall be as set forth in Schedule “A” attached hereto and forming part of this Collective Agreement. Schedule “A” sets forth the classifications and wage rates based on a wage grid.

- 13.2** With respect to grid progression on Schedule “A” by employees, grid progression will only be automatic on April 1st of each year and shall apply to each employee who has completed their probationary period in accordance with Article 11, with only one (1) step increase in any one (1) year.

- 13.3** The Employer may recognize new hires related experience to a maximum of level two (2) in the wage grid level.

- 13.4** The Employer shall pay salaries and wages on the 15th and on the last day of each month by direct deposit to the employee’s designated bank account. If the pay period falls on a weekend or on a statutory holiday, the bank deposit will be on the working day before. On each payday each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions which shall include: federal and provincial tax, rate of pay per hour, hours worked, extra taxes paid, shift premium pay rate, shift premium hours worked, donations, and all other deductions itemized. T4 statements shall include charitable contributions.

- 13.5** **NEW CLASSIFICATION**

When a new classification or position in the bargaining unit is established by the Employer, or the Employer makes a substantial change in the content of an existing position, the Employer shall advise the Union of such changes and the rate of pay which is established.

An employee who is re-classified to a higher classification shall receive that rate of pay in the salary range of the higher classification to their present rate of pay, except that: a) Where such a change results in an increase of less than three percent (3%), they shall receive the next higher salary rate again, which amount will be considered as a one-step increase.

13.5.1 If so, requested within thirty (30) calendar days of such advice, the Employer agrees to meet with the Union to discuss any representations the Union wishes to make with respect to the appropriate rate of pay, provided any such meeting shall not delay the implementation of the new or substantially changed position. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer.

13.5.2 When the Union challenges the rate established by the Employer and the matter is not resolved following the meeting with the Union if such a meeting occurred, the matter may be referred to Arbitration in accordance with the Arbitration provisions contained in this Collective Agreement, it being understood that any Arbitration Board shall be limited to establishing an appropriate rate based on a consideration of the skills, effort, degree of responsibility and working conditions required in the new classification in relation to that required in other classifications.

13.5.3 Each change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification or position was first filled.

13.5.4 An employee who alleges their position is in the inappropriate classification or step shall discuss their claim with their supervisor. An employee will have the right to grieve within the timelines outlined in Article 10 of the Collective Agreement.

13.5.5 Where an employee wishes to have their position reviewed, such review shall take place jointly at the Labour Management Committee.

ARTICLE 14 – JOB POSTING

14.1 When a new classification is created or when a permanent vacancy occurs within the bargaining unit, the Employer will, if it decides to fill the vacancy, post a notice of vacancy for internal bargaining unit members' application only. The posting shall be made for a period of ten (10) days and emailed to all staff. When a vacancy occurs regarding temporary and special funded positions, such notice shall be posted both internally and externally simultaneously. Such postings are for the purpose of permitting any member of the bargaining unit to make application.

14.2 The job posting shall contain the following information:

- a)** The job title and description of the job;
- b)** The skills, ability and qualifications required;
- c)** The weekly hours of work and rate of pay;
- d)** The deadline date for application and the location or person to whom applications shall be made.

14.3 When filling any posted vacancy under this Article, the Employer will consider the skills, ability and qualifications of the individual to perform the normal required work and where these are relatively equal, seniority shall govern. Immediately following selection, successful candidate(s) shall be informed in writing of their appointment to the new position.

14.4 An employee who applied for a posted vacancy and is unsuccessful shall, upon written request, be given the reason(s) in writing. Upon request, the Employer

commits to discuss with an unsuccessful applicant ways in which they can improve for future competitions.

- 14.5** If the job is not filled as a result of the internal posting or if no suitable applications are received, the Employer reserves the right to hire from external applicants. No applicants from outside the bargaining unit will be considered unless the posting and selection process is completed internally first, and no bargaining unit applicant was selected.
- 14.6** The successful internal applicant shall be placed on a twenty (20) working day familiarization period upon commencing work in the posted position. If, within twenty (20) working days, the successful internal applicant requests a return to their former position or proves unsatisfactory and is returned to their former position, the vacancy will be reposted. Any other employee(s) promoted or transferred because of the rearrangement of positions shall also be returned to their former position.
- 14.7** Any job which is vacant for less than six (6) months because of vacation, leave of absence, temporary transfers, temporary promotion and temporary vacancy shall not be deemed to be vacant for the purposes of this Article provided that the Employer does not intend to reassign the absentee's work.
- 14.8** Whenever the Employer determines that a vacancy shall not be filled, the Employer will inform the Lead Union Steward or designate of its decision within ten (10) working days of the decision.
- 14.9** Copies of all job postings shall be submitted to the Lead Union Steward or designate prior to the posting. The Employer will endeavour to provide forty-eight (48) hours' notice to the Union prior to posting a job vacancy.

14.10 ACTING PAY

Where an employee is assigned temporarily to perform the duties of a position with a higher salary maximum for a period in excess of five (5) consecutive working days, they shall be paid acting pay from the day they commence to perform the duties of the higher job position. Such a change shall result in an increase of three percent (3%) to the employee salary.

14.11 The Employer need not consider a Special Funded employee, hired after March 31, 2018, applying for a permanent position, temporary vacancy, or Special Funded contract until the last three (3) months of their term. In the event the Special Funded employee is a successful candidate they shall, at the discretion of the Employer, complete the Special Funded contract before assuming the new position. Special Funded employees shall be informed in writing of these restrictions prior to being hired.

ARTICLE 15 – LAYOFF & RECALL FROM LAYOFF

15.1 The Employer and the Union agree to work jointly to minimize any adverse effects of a long-term or permanent layoff on employees and maximize creative approaches that meet the interests of both the Employer and the employees. Accordingly, in the event of a layoff, the Employer shall provide the Union with a minimum of one (1) month written notice of the proposed layoff.

15.2 Commencing at the time that notice is given to the Union, within five (5) days, and prior to giving written notice to the employees, jointly evaluate, plan and review:

- a)** The reason causing the layoff;
- b)** The service the Employer will undertake after the layoff;
- c)** How the Employer intends to affect the layoff, including areas where layoffs will occur, and which employees will be laid-off;
- d)** Ways the Employer can assist employees to find alternate employment;
and
- e)** Ways and means of avoiding or minimizing the impact, including:
 - i)** Identifying and reviewing possible alternatives to any action that the Employer may propose taking;
 - ii)** Identifying and reviewing ways to address on-the-job retraining needs of employees;

- iii) Identifying vacant positions within the organization for which surplus members of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period;
- iv) Identifying contracting in opportunities; and
- v) Mapping bumping options for affected employees, to the extent possible.

- 15.3** To allow the parties to carry out their mandated role under this Article, the Employer will provide the Union with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit.
- 15.4** Prior to commencing layoffs, the Employer shall release all temporary employees.
- 15.5** The Employer shall provide the affected employee(s), if any, with written notice of layoff within two (2) weeks after the Union has been notified, or pay in lieu of notice. The employee shall be given the opportunity to have their Steward present when notice of layoff is provided.
- 15.6** An employee given notice of a permanent layoff shall be entitled to accept the layoff and retain recall rights or displace an employee of the same status (e.g. FT/PT) with less seniority who is the most junior employee in a classification with the same or lower maximum pay rate to their classification provided that the senior employee has the skills, ability and qualifications to perform the available work. Employees on a cancelled job-sharing arrangement in accordance with Article 18.4 d) shall be deemed to be full-time employees for the purposes of this Article.
- 15.7** No new employee shall be hired until those laid-off and placed on the recall list have had the opportunity to be recalled and provided such employees have the skills, ability and qualifications to perform the available work.
- 15.8** If allowed by the Insurance Carrier, the employee may continue to pay the full premium cost of a benefit or benefits for up to a further twelve (12) months. Such

payment can be made through the Director – People and Culture provided that the employee informs the Employer of their intent to do so at the time of the layoff and arranges the appropriate pre-payment of benefits premium costs with the Employer.

- 15.9** Severance shall be paid to the laid-off employee(s) in accordance with the *Employment Standards Act*, except that the following two (2) conditions to the payment of severance pay which are contemplated by the *Employment Standards Act* shall not apply: the Employer's payroll need not exceed two million, five hundred thousand dollars (\$2.5 million) per year and an employee need not to have worked for the Employer for at least five (5) years. These entitlements shall be afforded the laid-off employee(s) provided the employee waives recall rights under the Collective Agreement.
- 15.10** An employee may elect, at any time during the recall period, to terminate their employment and to receive severance pay, in which event the employee's name shall be removed from the recall list and the Employer shall have no further obligation with respect to such employee.
- 15.11** Employees on layoff shall be given preference for temporary work for which they have the skills, ability and qualifications to perform the available work.
- 15.12** Employees shall be recalled in order of their seniority provided the employee recalled has the skills, ability and qualifications to perform the available work. A full-time employee who exercised their displacement rights to a part-time position shall be entitled to be recalled to a full-time position.
- 15.13** An employee who is recalled and reinstated to a position with a lower rate of pay than the position which was occupied at the time of the layoff shall be given the first opportunity to return to their former position in accordance with their seniority rights.

ARTICLE 16 – NO CONTRACTING OUT

16.1 The Employer shall not contract out work currently performed by members of this bargaining unit if, as a result of such contracting out, the bargaining unit complement is reduced, or the layoff of any bargaining unit employee(s) occurs.

ARTICLE 17 – TRAINING AND DEVELOPMENT

17.1 The Employer will make every reasonable effort to provide employees, who have completed their probationary period, with training and development that will increase the employee's skills and abilities to meet the requirements of their current position and to build the employee's competencies to prepare them for future positions within the organization.

17.2 The employee and their supervisor shall identify yearly training and development opportunities and goals. Upon approval by the Supervisor, the Employer will pay one hundred percent (100%) for the cost of training and/or development opportunities up to a maximum of one thousand, five hundred dollars (\$1500.00) per employee in a fiscal year or more as required by operational need. Such approval shall not be unreasonably withheld. Training and development may be scheduled during regular work hours, in the evening or on weekends. All compensatory time and overtime accumulated in accordance with this Article shall be earned as straight-time.

ARTICLE 18 – HOURS OF WORK, COMPENSATORY TIME, OVERTIME

18.1 The normal hours of work for regular full-time employees covered by this Agreement shall be thirty-five (35) hours per week, seven (7) hours per day, Monday to Friday, exclusive of unpaid lunch breaks. Each workday an employee shall have a rest period of not more than fifteen (15) minutes, once in the morning and once in the afternoon.

18.2 The Provincial Office will be open for business from Monday through Friday from 9:00 am to 5:00 pm. Needs within each department will determine the start and

end times for each position. Requests for an alternative work arrangement such as a flexible work schedule, compressed work week, or telecommuting, shall be considered based on operational requirements and shall not be unreasonably denied.

18.3 Employees who are unable to attend work due to illness or other unavoidable reasons shall make every reasonable effort to report the absence to their supervisor or designate at least one half-hour (30 min) before their normal start time the same day.

18.4 COMPENSATORY TIME AND OVERTIME

18.4.1 The Employer recognizes that its employees may be required to work compensatory time or overtime but is committed to minimize its use through adequate planning, effective training and a proper distribution of duties.

18.4.2 All compensatory time and overtime must be authorized in advance by the employee's immediate supervisor (or, in their absence, the CEO). In general, no more than nine (9) hours of compensatory time or overtime per week will be authorized.

18.4.3 In this Article, "compensatory time off" (CTO) is defined as authorized time away from work duties earned by employees covered by this Agreement in recognition of approved hours an employee accumulates (banked hours) for work in between the thirty-five (35) regularly scheduled hours worked per week and a cap of forty-four (44) hours per week. CTO may be earned for a period of work performed on a scheduled working day in addition to the regular working hours or performed on a scheduled day off. CTO is calculated to the nearest quarter-hour. CTO will be granted on an hour for hour basis up to an accumulated total of nine (9) hours per week. CTO must be taken within three (3) months of CTO worked.

18.4.4 In this Article, "overtime" means an authorized period of work calculated to the nearest quarter-hour and performed on a scheduled working day in addition to the regular working hours or performed on a scheduled day(s) off in excess of forty-four (44) hours per week. Each hour worked in excess of forty-four (44) hours in one (1) week will be compensated at a rate of one and one-half hour

(1½). Overtime shall be paid within one (1) month of the pay period within which the overtime was actually worked.

18.4.5 Upon mutual agreement, employees may receive banked overtime of one and one-half (1½) hours for each hour of overtime worked in lieu of pay at the overtime rate. Banked overtime may not build up beyond a bank of two (2) weeks. Banked overtime shall be taken at a time which is mutually agreed upon between the Supervisor and the employee. An employee shall be paid for any unused banked overtime on the date they cease to be an employee.

18.5 Employees shall be reimbursed for the cost of childcare to a maximum of four (4) hours per month at a rate of twelve dollars (\$12.00) per hour when authorized to do overtime or attend meetings outside of the employee's normal working hours. Such provision shall apply to children under the age of thirteen (13) and up to the age of eighteen (18) where a child requires supervision.

ARTICLE 19 – TRAVELLING, MEAL ALLOWANCE, KILOMETRIC RATES

19.1 TIME CREDIT WHILE TRAVELLING

Time that is spent travelling on business outside of normal daily or weekly hours, and which is expressly authorized by management, will be compensated at the regular straight-time rate of the employee, and the amount of time to be compensated shall be calculated in the following manner:

- a)** Where travel is by public carrier, travel time will commence one (1) hour prior to the scheduled time of departure and will end one (1) hour after the actual arrival of the carrier at the destination.
- b)** Where travel is by automobile, travel time will be reimbursed based on the actual kilometers traveled between the permanent workplace and the destination and back to the permanent workplace, if they return. An employee who travels directly from or to their home to/from the destination will be reimbursed for the difference between the distance normally

traveled to their regular work location and the distance to the destination, where the distance to the alternate work location is greater.

19.2 Employees shall not be credited with any travel time in travelling between their home and the offices of the Employer.

19.3 Employees required to travel on a holiday as defined in Article 20 or on a regularly scheduled day-off shall be compensated with a minimum of four (4) hours straight-time pay or the total time travelling (whichever is greater) for the sum of their travel time on such days.

19.4 Time which is compensated under this Article shall not be considered in the calculation of overtime or other premium entitlements under this agreement.

19.5 MEAL ALLOWANCE

The cost of meals incurred by an employee shall be reimbursed to a maximum amount of fifteen dollars (\$15.00) for breakfast, twenty dollars (\$20.00) for lunch, and thirty dollars (\$30.00) for supper (inclusive of gratuities and taxes) in the following circumstances:

a) When an employee is required to work more than two (2) hours of authorized overtime immediately following completion of their scheduled shift without notification prior to the completion of their previously scheduled shift. Employees shall be reimbursed for no more than one (1) meal in such circumstances.

b) When an employee is assigned to work at a site away from the office of the Employer and no reasonable opportunity exists to return to the office during a meal break period to which the employee is entitled.

c) When specifically authorized by the Employer.

19.6 KILOMETRIC RATES

Employees required to drive more than one hundred (100) kilometers for company business shall be required to use a rental vehicle that will be arranged prior to travel and paid for by the Employer. The Employer agrees to reimburse the cost of gas with valid receipts for the rental vehicle.

An employee who is expressly required by the Employer to use their own automobile on the Employer's business shall be compensated at the rate of fifty-nine cents (\$0.59) per kilometre for such use.

Employees shall not be compensated for any travel between their home and the offices of the Employer.

The parties agree that the use of privately owned automobiles on the Employer's business is not a condition of employment.

ARTICLE 20 – HOLIDAYS

20.1 PAID HOLIDAYS

Employees are entitled to paid leave for the following:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Simcoe Day (Civic Holiday)
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day
- Two (2) Floating Holidays

20.2 In addition, each employee, who has completed their probationary period, shall be afforded five (5) paid and five (5) unpaid Work/Life Balance Days. It is recognized by the Employer and the Union that while employees may utilize Work/Life Balance Days for any purpose they wish except sick leave and bereavement leave, such purposes shall be deemed to include attendance at doctor's appointments, accommodation of those employees who wish to

celebrate days of religious or cultural significance which are not listed in Article 20.1. Work/Life Balance Days shall be scheduled in advance where possible.

ARTICLE 21 – VACATION

21.1 VACATION WITH PAY

Full-time Regular employees shall be allocated the yearly entitlement of vacation credits upon appointment at the rate of:

- a) 1.25 days per month of active service, during the first three (3) years of service
- b) 1.67 days per month of active service, after three (3) years of employment; and
- c) 2.08 days per month of active service, after ten (10) of employment; and
- d) 2.50 days per month of active service, after twenty (20) years of employment

21.2 Part-time regular employees, upon appointment, begin to accrue a pro-rated portion of the vacation credits shown above, based on the ratio their weekly hours of work bear to full-time employment.

21.3 During an employee's probationary period, an employee may request vacation leave not exceeding accrued vacation credits with reasonable advance notice.

21.4 Vacation requests shall be approved by an employee's Supervisor or designate in a consistent and equitable manner based on operational requirements. Vacation requests shall not be unreasonably withheld.

21.5 Increases in an employee's entitlement, where applicable, shall take place on their anniversary date.

21.6 An employee is entitled to carry over one week of accrued vacation credits for up to one (1) fiscal year. The vacation year shall be from April 1 to March 31.

ARTICLE 22 – PREGNANCY AND PARENTAL LEAVE

22.1 Employees who have been employed for at least thirteen (13) weeks prior to the estimated date of delivery will be granted pregnancy/parental leave in accordance with the *Employment Standards Act*. A written notice asking for leave accompanied by certification, from a duly qualified physician, of the estimated date of delivery, must be presented to the Employer no less than two (2) weeks prior to the commencement of leave.

22.2 PREGNANCY LEAVE

22.2.1 Pregnancy leave covers a period of seventeen (17) weeks and is available to the natural mother only. Pregnancy leave can be appropriated no earlier than seventeen (17) weeks before the estimated date of delivery.

22.2.2 The leave of absence shall be in accordance with the provisions of the *Employment Standards Act, 2000* except where amended in this Agreement.

22.2.3 The employee does not have any vested rights except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

22.3 PARENTAL LEAVE

22.3.1 Parental leave covers a birth mother who may take an additional thirty-five (35) weeks and all other new parents such as fathers and adoptive parents who may take up to thirty-seven (37) weeks of parental leave.

22.3.2 The leave of absence shall be in accordance with the provisions of the *Employment Standards Act, 2000* except where amended in this Agreement.

22.4 BENEFITS

Contributions made by the Employer to employee benefit programs will continue during pregnancy or parental leave periods unless notified by the employee that they will not pay the employee portion of the benefit premium.

22.5 COMPENSATION

Employees on pregnancy or parental leave will receive upon return, the greater of the rate of pay in effect when the leave commenced and the step rate the employee would have earned if they had not taken the leave.

22.5.1 The Employer shall pay out two (2) weeks of one hundred percent (100%) of the employee's regular compensation on the pay period following the employee's last day of work before commencing one of a pregnancy or parental leave.

22.6 REINSTATEMENT

A permanent employee shall be reinstated to their former position unless that position has been discontinued, in which case the affected employee shall be given a comparable job with no loss of pay and benefits. Article 15 (Layoff and Recall) and seniority will apply if displacement is required.

22.7 CONTINUATION

The CEO may grant an employee an unpaid extension of leave upon written notice to the Employer at least four (4) weeks before they are scheduled to return from parental leave. It is understood that during any such extension of the parental leave, credit for service and seniority shall be suspended during such leave, the employee's anniversary date adjusted accordingly, and the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence unless such leave is for unforeseen circumstances.

ARTICLE 23 – OTHER LEAVES OF ABSENCE

23.1 BEREAVEMENT LEAVE

23.1.1 An employee will be allowed up to five (5) days leave of absence with pay in the event of the death of an immediate family member.

23.1.2 For the purpose of this Article, "immediate family member" is defined as parent, spouse (which includes common law, same sex partner or significant other),

child, brother, sister, (or equivalent* of a parent, child or sibling), mother-in-law, father-in-law, brother-in-law, sister-in-law, ward, or guardian.

(*Equivalent means someone who has the same standing and/or filled the same role in the Employee's life as a parent, child or sibling)

23.1.3 An employee will be allowed up to three (3) days leave of absence with pay in the event of the death of an aunt, uncle, niece, nephew, cousin, grandchild, grandparent, great grandchild, and great grandparent.

23.1.4 Where an employee's scheduled vacation is interrupted due to a bereavement situation, the employee shall be entitled to substitute bereavement leave.

23.2 DISCRETIONARY LEAVE WITHOUT PAY

23.2.1 Applications for discretionary leaves must be in writing specifying the reasons for the request. Where this is impractical, or the employee is unable to make written application prior to taking leave, prior verbal authorization must be obtained, and the written application submitted as soon as possible.

23.2.2 The CEO may grant an employee discretionary leave for educational, special or compassionate purposes without pay and without the accumulation of credits. Such leave shall not be unreasonably withheld and is subject to operational considerations. Such leave is not to exceed one (1) year in duration except in extraordinary circumstances.

23.3 JURY / WITNESS DUTY LEAVE

An employee who is summoned to serve as a juror or is subpoenaed to attend as a witness shall be granted a leave of absence with pay and remit to the Employer any fees received as a juror or witness.

23.4 RESERVIST LEAVE

23.4.1 Employees who are reservists and who are deployed to an international operation or to an operation within Canada that is or will be providing assistance in dealing with an emergency or its aftermath (including search and rescue operations, recovery from national disasters such as flood relief, military aid following ice storms, and aircraft crash recovery) are entitled under the ESA to

unpaid leave for the time necessary to engage in that operation. In the case of an operation outside Canada, the leave would include pre-deployment and post-deployment activities that are required by the Canadian Forces in connection with that operation.

23.4.2 In order to be eligible for reservist leave, the employee must have worked for the employer for at least six (6) consecutive months.

23.4.3 Employees must provide the Employer with reasonable written notice of the day on which they will begin and end the leave. The request will be considered on an individual basis by the CEO.

23.4.4 Employees on a reservist leave are entitled to be reinstated to the same position if it still exists or to a comparable position if it does not. Seniority and length of service credits continue to accumulate during the leave.

23.4.5 The Employer is not required to continue any benefit plans during the employee's leave.

23.5 COMPASSIONATE CARE LEAVE

Compassionate care leave will be granted for up to six (6) weeks leave in accordance with the *Employment Insurance Act* for eligible employees who must be away from work temporarily to provide care or support to a gravely ill family member as defined under the Act.

23.6 UNION LEAVE

23.6.1 The Employer shall permit the Lead Union Steward (or their designee) to be absent from work without loss of pay and without loss of credits for up to three (3) days (cumulative in a calendar year) to be allocated in quarter-day increments for the purposes of carrying on the business of the local Union. Absences of greater than (1) day in duration require a minimum of two (2) weeks' notice.

23.6.2 The Employer shall endeavour to grant a leave of absence without pay but with no loss of credits for any member of the bargaining unit for the purpose of attending conferences, schools, seminars, conventions or other such activities related to the Union where the Employer is provided with no less than ten (10)

days' notice of such absence. Failure to provide such notice may result in the request being denied. If a difficulty arises with respect to the granting of any particular request the Union may meet with the Director – People and Culture to attempt to resolve any staffing difficulty that may have arisen in connection with such a request. For leaves of absence without pay for Union business, the employee's salary and applicable benefits will be maintained by the Employer and the Union will reimburse the Employer for the cost of salary and benefits. The Employer will invoice the Union and the Union will reimburse the Employer within a reasonable period of time. In addition, there shall be no loss of credits during such leaves of absence.

23.7 UNION LEAVE - OPSEU EXECUTIVE BOARD

23.7.1 Leave of absence shall be granted to an employee elected as Executive Board Member and Executive Office of the Union for the purpose of conducting the internal business affairs of the Union, with the understanding that:

- a)** The Union advises the Employer in writing of the name and location of such employee immediately following their election;
- b)** The Union requests for such leave is in writing, providing reasonable notice and such requests are kept to a minimum;
- c)** Such request for leave shall be granted with no loss of pay and no loss of credits to the employee;
- d)** The Union will reimburse the Employer for the salary paid to an employee granted such leave.

23.7.2 The employee shall discuss any required leave with their Supervisor at the earliest opportunity. All requests for leave of absence permitted in these sections shall be submitted to the CEO or their designate for approval. It is understood that leaves requested by the Union may be withheld if such leaves unduly interfere with the operating requirements of the Employer.

23.8 OPSEU PRESIDENT / FIRST VICE PRESIDENT

23.8.1 When an employee is elected as the Union's President or First Vice-President, the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence with pay shall be granted from the employee's place of employment for the duration of the current term of office.

23.8.2 During the term of such leave of absence, the Union will reimburse the Employer for all credits. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of attendance credits accumulated during the leave of absence. The Union will make the Employer's contribution for Employment Insurance.

23.8.3 On completion of the employee's term of office, the President or First Vice President may return to their previous employment and service shall be deemed to be continuous for all purposes. Any leave of absence extending beyond the initial term of office of the President or First Vice President shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave of absence.

ARTICLE 24 – SICK LEAVE & SHORT TERM DISABILITY

24.1 SICK LEAVE

A full-time permanent employee who is unable to attend work due to sickness or injury is entitled to leave of absence with pay in each year starting April 1st as follows:

- a)** with full salary for twelve (12) working days; and
- b)** with seventy-five percent (75%) of full salary for the next ninety-three (93) working days leave of absence.

24.2 An employee on sick leave of absence may, at their option, have one quarter (1/4) of a day deducted from their accumulated credits (compensating time, vacation or overtime credits) for each such day of absence and receive regular pay.

24.3 PART- TIME

A part-time permanent employee who is unable to attend work due to sickness or injury is entitled to leave of absence with pay as above but pro-rated to the normal hours of work.

24.4 After five (5) consecutive working days absence caused by sickness or injury, no sick leave with pay shall be allowed unless an employee provides to the Supervisor a certificate of a legally qualified medical practitioner certifying that the employee is unable to attend to their official duties. In addition, a Supervisor may require a medical certificate for any other absence caused by sickness or injury where abuse of sick leave is suspected.

24.5 The Employer shall provide reimbursement for such medical certificate(s) as it may require from time-to-time to certify an employee's illness or ability to return to work. The cost of Medical Certificates will be reimbursed by the Employer upon provision of a receipt, subject to reasonableness of such receipt.

ARTICLE 25 – ACCOMMODATION & RETURN TO WORK

25.1 The parties acknowledge their duty to accommodate persons with disabilities, regardless of causation, in the manner and to the extent required by the *Ontario Human Rights Code* and the *Accessibility for Ontarians with Disabilities Act*. The parties agree that this includes accommodating employees with disabilities to the point of undue hardship if such accommodation will enable the employee to perform the essential duties of their position. An employee with whom an accommodation is being discussed shall be informed of their option to have a Union representative present during any such discussions. The process will ensure confidentiality at all stages of the Workplace Accommodation Process. Occupational Health and Safety and requirements will not be waived by either party.

25.2 The Employer and the Union agree to support the principle of Early and Safe Return to Work and Workplace Accommodation of an employee who sustains an injury, illness or disability either arising out of and in the course of employment or

outside the workplace that has resulted in restrictions and limitations for the affected employee.

ARTICLE 26 – EMPLOYEE BENEFITS

- 26.1** The Employer shall provide substantially the same or better benefits as described in the Desjardins Benefits Plan, No. 541411, effective March 1, 2013. The provisions of this Article shall only apply, and only in accordance with the terms of the insurance policy, to Permanent Full-Time Employees, Permanent Part-Time Employees who are regularly employed for eighteen (18) hours per week and more, Temporary Employees who are employed for eighteen (18) hours per week and more, and Probationary Employees in a permanent or temporary full-time position and Probationary Employees in a permanent or temporary part-time position regularly scheduled for eighteen (18) hours per week or more. (“Designated Employees”)
- 26.2** Employees ineligible to participate in the Benefit Plan as enshrined in Article 26 shall be paid ten percent (10%) in lieu of benefits.
- 26.3** The Employer shall pay one hundred percent (100%) of the premium costs for the following insurance coverage for Designated Employees actively at work who are and remain eligible for coverage according to the terms of the insurance policy:
- a) Extended Health Insurance**
 - i) Eyeglasses, Lenses and Eye Surgery: Payable amount of four hundred dollars (\$400.00) per Insured Person once in any twenty-four (24) month period as of April 1, 2018.
 - b) Basic Life Insurance**
 - c) Dependent Life Insurance**
 - d) AD & D Insurance**
 - e) Employee Assistance Program**

f) Dental Insurance

- 26.4** Designated Employees shall pay one hundred percent (100%) of the premium costs for Long-Term Disability Insurance coverage.
- 26.5** All premiums that are to be paid by the Designated Employee shall be deducted from the employee's pay.
- 26.6** When a Designated Employee is absent from work and entitled pursuant to a statute to a continuation of benefit coverage, the Employer shall only continue to pay its portion of the premium costs for insured benefit coverage for so long as the employee continues to pay the employee's portion of the premium cost. Failure by an employee to remit the premium costs one (1) month in advance of the month for which coverage is sought will result in termination of the benefit coverage.
- 26.7** When an eligible Designated Employee is absent from work due to illness or injury or on an authorized leave of absence of greater than thirty (30) calendar days, the Designated Employee may, upon prepayment of all premium costs, continue to participate in the benefit coverage referred to in Articles 26.04 and 26.05 to the extent permitted by the Insurer and in accordance with the terms of the insurance policies (including terms related to eligibility). If such an employee does not make a required premium payment to the Employer in advance of the premium due date, the employee's ability to continue to participate in the benefit coverage as shall end and may not be recommenced.

26.8 CHANGE OF CARRIER

It is agreed that the Employer may change the benefits insurance carrier unilaterally upon ninety (90) days' notice to the Union as long as the new carrier provides substantially the same or better benefits than the existing carrier and the existing total premium is not increased when comparing the new carrier to the incumbent carrier in the same year. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change. Before such a change, the Employer must consult with the Union and the Employer must allow the incumbent benefit provider and the OPSEU

Joint Trusteed Benefit Fund an opportunity to bid. The Employer agrees that should the insurance carrier change, the new carrier will waive any waiting periods or exclusions due to pre-existing illnesses.

26.9 Unused sick leave credits shall not be paid out at the time of layoff, termination, retirement or death.

26.10 An employee will not be entitled to use paid sick leave:

- a) during a period of layoff
- b) during a period when the employee is entitled to Workplace Safety and Insurance Board benefits or during a period when the employee is receiving short- or long-term disability benefits:
- c) during a period of leave of absence with or without pay;
- d) for any day the employee was not or would not normally be scheduled to work;
- e) during suspensions without pay; or
- f) while on strike or locked out.

26.11 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be granted to an employee; this document shall not be considered as termination of employment.

26.12 If, within six (6) months after benefits from the LTD plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the LTD benefit approved for the original disability will be reinstated in accordance with the current eligibility carrier.

26.13 LTD coverage will terminate the day of in which an employee ceases to be an employee. If the employee is totally disabled on the date their insurance terminates, they shall continue to be insured for that disability.

26.14 PENSION

The Employer shall make six and a half percent (6.5%) contributions to the Canadian Mental Health Association Defined Contribution Pension Plan in accordance with the membership requirements and provisions of the plan.

26.15 INFORMATION BOOKLETS

The Employer shall make available to employees' information booklets with periodic updates, when necessary, within a reasonable period of time following the signing of a new Collective Agreement or following major alterations of the Plans.

26.16 WELLNESS FUND

CMHA – Ontario Division shall establish a Wellness Fund in each year for all OPSEU employees for the purpose of health and wellness activities. Such activities shall not include any services covered by paramedical coverage in the insured benefits plan. Each permanent full-time employee shall be reimbursed up to two hundred (\$200.00) with receipts from the year of the claim, each fiscal year for health and wellness activities.

ARTICLE 27 – TEMPORARY POSITIONS

27.1 Temporary employees in the bargaining unit shall be covered by the terms and conditions of this Agreement save and except; LTD. Such employees shall have no right to grieve discharge upon the expiry of their contract subject to the provisions of the *Human Rights Code*.

27.2 In the event that a temporary employee becomes a full-time bargaining unit employee, such employee will be credited with seniority for their service worked and placed in the pay grid accordingly.

27.3 The Employer shall commit to providing temporary employees with no less than twenty (20) days' written notice of contract renewal.

27.4 Temporary employees with service of less than six (6) months shall receive six percent (6%) of salary as vacation pay added to each pay cheque. If the contract

is to exceed six (6) months, this benefit will accrue as vacation credits at one and a quarter (1.25) days per month. Temporary employees must wait six (6) months before they are eligible to apply for vacation leave.

27.5 A temporary employee who is unable to work due to sickness or injury after one (1) months of service is entitled to:

- a)** a credit of one (1) day earned for each full month in which they are at work or is on vacation or leave of absence with pay.
- b)** Accumulated credits used at the rate of one working day for each day taken off due to illness.

ARTICLE 28 – GENERAL

28.1 COPIES OF COLLECTIVE AGREEMENT

The Employer and the Union desire all parties to be familiar with the provisions of this Collective Agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing and distributing sufficient copies of this Collective Agreement to all employees in the bargaining unit.

28.2 PERSONNEL FILE

An employee, upon written request to their supervisor, may, in the presence of a Union steward, review the contents of their personnel file at a mutually agreeable time.

28.3 PERFORMANCE EVALUATION, PERFORMANCE PLAN & OBLIGATIONS

The Employer shall, on an annual basis, conduct a formal Performance Evaluation of the employee's performance and set goals for each employee covered by this Agreement. A copy of the Performance Evaluation which is to be placed in an employee's file shall be first reviewed with the employee and the employee shall be given an opportunity to provide feedback. The Employer shall provide the employee a copy of the finalized Performance Evaluation within fifteen (15) days of the evaluation being finalized. The employee shall sign such Performance Evaluation as a record of receipt. An employee shall be given an

opportunity to provide written comments on the Performance Evaluation form within fifteen (15) days. Refusal to sign shall be signified on the Performance Evaluation form and the absence of the employee's signature will not render the Performance Evaluation invalid.

28.4 ATTENDANCE REVIEW

Where an employee is interviewed by a member or members of management in respect of the employee's record of attendance at work, no evidence of that interview or of the particular aspects of the attendance record upon which that interview was based shall be admissible before an Arbitrator in the Arbitration of a disciplinary grievance unless the employee was given reasonable notice of the interview and of the right to have Union representation at that interview, and the employee either had such Union representation or declined that representation in writing prior to the interview.

28.5 DISCIPLINE

Any letter of reprimand or suspension will be removed from the record of an employee twelve (12) months following the receipt of such letter or suspension provided that the employee's record has been discipline free for such twelve (12) month period.

ARTICLE 29 – TERM OF AGREEMENT

29.01 This Collective Agreement shall continue in full force and effect until December 31, 2024, and shall continue automatically thereafter for the annual periods of one (1) year each unless either party notifies the other in writing of its desire to amend or modify the collective agreement. Notice to bargain shall be in accordance with the *Ontario Labour Relations Act*.

DATED at Toronto, this _____ day of _____, 2024.

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

FOR CMHA ONTARIO DIVISION

DocuSigned by:
Alexander Salomie
ED586BBA4688436...

DocuSigned by:
Penny Nichols
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Haran Thurairasah
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Camille Quenneville
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APPENDIX A: COMPENSATION GRID

April 1, 2022 Increase (4%)							
Class	Job Title	Hourly Max	Step 1	Step 2	Step 3	Step 4	Step 5
1	Program Lead	\$54.96	84,240.00	88,188.75	92,137.50	96,086.25	100,035.00
	Governance Lead	\$54.96	84,240.00	88,188.75	92,137.50	96,086.25	100,035.00
	Government Relations Lead	\$54.96	84,240.00	88,188.75	92,137.50	96,086.25	100,035.00
	Branch Relations Lead	\$54.96	84,240.00	88,188.75	92,137.50	96,086.25	100,035.00
2	Policy Analyst	\$47.25	76,467.82	78,744.35	81,089.21	83,504.40	85,992.04
	Program Manager	\$47.25	76,467.82	78,744.35	81,089.21	83,504.40	85,992.04
	Senior Strategic Communications Advisor	\$47.25	76,467.82	78,744.35	81,089.21	83,504.40	85,992.04
	Communications and Social Media Strategist	\$47.25	76,467.82	78,744.35	81,089.21	83,504.40	85,992.04
	Project Manager	\$47.25	76,467.82	78,744.35	81,089.21	83,504.40	85,992.04
3	Engagement & Communications Officer	\$42.86	69,300.56	71,379.58	73,520.97	75,726.60	77,998.39
	Program Coordinator	\$42.86	69,300.56	71,379.58	73,520.97	75,726.60	77,998.39
4	Communications Officer	\$36.13	58,486.66	60,223.77	62,013.01	63,855.91	65,754.10
	Web Developer/Designer	\$36.13	58,486.66	60,223.77	62,013.01	63,855.91	65,754.10
	Network and Web Administrator	\$36.13	58,486.66	60,223.77	62,013.01	63,855.91	65,754.10
	Accounting Officer	\$36.13	58,486.66	60,223.77	62,013.01	63,855.91	65,754.10
	Finance & Accounts Payable Specialist	\$36.13	58,486.66	60,223.77	62,013.01	63,855.91	65,754.10
	Finance & Accounts Receivable Specialist	\$36.13	58,486.66	60,223.77	62,013.01	63,855.91	65,754.10
	Fund Development Database Administrator	\$36.13	58,486.66	60,223.77	62,013.01	63,855.91	65,754.10
5	Administrative Assistant	\$33.11	53,610.42	55,201.23	56,839.81	58,527.50	60,265.85
	Office Administrative Coordinator	\$33.11	53,610.42	55,201.23	56,839.81	58,527.50	60,265.85

April 1, 2023 Increase (3%)							
Class	Job Title	Hourly Max	Step 1	Step 2	Step 3	Step 4	Step 5
1	Program Lead	\$56.61	86,767.20	90,834.41	94,901.63	98,968.84	103,036.05
	Governance Lead	\$56.61	86,767.20	90,834.41	94,901.63	98,968.84	103,036.05
	Government Relations Lead	\$56.61	86,767.20	90,834.41	94,901.63	98,968.84	103,036.05
	Branch Relations Lead	\$56.61	86,767.20	90,834.41	94,901.63	98,968.84	103,036.05
2	Policy Analyst	\$48.67	78,761.85	81,106.68	83,521.88	86,009.53	88,571.80
	Program Manager	\$48.67	78,761.85	81,106.68	83,521.88	86,009.53	88,571.80
	Senior Strategic Communications Advisor	\$48.67	78,761.85	81,106.68	83,521.88	86,009.53	88,571.80
	Communications and Social Media Strategist	\$48.67	78,761.85	81,106.68	83,521.88	86,009.53	88,571.80
	Project Manager	\$48.67	78,761.85	81,106.68	83,521.88	86,009.53	88,571.80
3	Engagement & Communications Officer	\$44.14	71,379.58	73,520.97	75,726.60	77,998.40	80,338.34
	Program Coordinator	\$44.14	71,379.58	73,520.97	75,726.60	77,998.40	80,338.34
4	CICMH Knowledge and Research Lead	\$43.35	70,096.00	72,198.88	74,364.85	76,593.74	78,891.55
5	Communications Officer	\$37.21	60,241.26	62,030.48	63,873.40	65,771.58	67,726.73
	Web Developer/Designer	\$37.21	60,241.26	62,030.48	63,873.40	65,771.58	67,726.73
	Network and Web Administrator	\$37.21	60,241.26	62,030.48	63,873.40	65,771.58	67,726.73
	Accounting Officer	\$37.21	60,241.26	62,030.48	63,873.40	65,771.58	67,726.73
	Finance & Accounts Payable Specialist	\$37.21	60,241.26	62,030.48	63,873.40	65,771.58	67,726.73
	Finance & Accounts Receivable Specialist	\$37.21	60,241.26	62,030.48	63,873.40	65,771.58	67,726.73
	Fund Development Database Administrator	\$37.21	60,241.26	62,030.48	63,873.40	65,771.58	67,726.73
6	Administrative Assistant	\$34.11	55,218.73	56,857.27	58,545.00	60,283.32	62,073.82
	Office Administrative Coordinator	\$34.11	55,218.73	56,857.27	58,545.00	60,283.32	62,073.82

April 1, 2024 Increase (3%)							
Class	Job Title	Hourly Max	Step 1	Step 2	Step 3	Step 4	Step 5
1	Program Lead	\$58.31	89,370.22	93,559.44	97,748.67	101,937.90	106,127.13
	Governance Lead	\$58.31	89,370.22	93,559.44	97,748.67	101,937.90	106,127.13
	Government Relations Lead	\$58.31	89,370.22	93,559.44	97,748.67	101,937.90	106,127.13
	Branch Relations Lead	\$58.31	89,370.22	93,559.44	97,748.67	101,937.90	106,127.13
2	Policy Analyst	\$50.13	81,124.71	83,539.88	86,027.54	88,589.82	91,228.95
	Program Manager	\$50.13	81,124.71	83,539.88	86,027.54	88,589.82	91,228.95
	Senior Strategic Communications Advisor	\$50.13	81,124.71	83,539.88	86,027.54	88,589.82	91,228.95
	Communications and Social Media Strategist	\$50.13	81,124.71	83,539.88	86,027.54	88,589.82	91,228.95
	Project Manager	\$50.13	81,124.71	83,539.88	86,027.54	88,589.82	91,228.95
3	Engagement & Communications Officer	\$45.47	73,520.97	75,726.60	77,998.39	80,338.35	82,748.49
	Program Coordinator	\$45.47	73,520.97	75,726.60	77,998.39	80,338.35	82,748.49
4	CICMH Knowledge and Research Lead	\$44.65	72,198.88	74,364.85	76,595.80	78,891.55	81,258.30
5	Communications Officer	\$38.33	62,048.49	63,891.40	65,789.60	67,744.73	69,758.53
	Web Developer/Designer	\$38.33	62,048.49	63,891.40	65,789.60	67,744.73	69,758.53
	Network and Web Administrator	\$38.33	62,048.49	63,891.40	65,789.60	67,744.73	69,758.53
	Accounting Officer	\$38.33	62,048.49	63,891.40	65,789.60	67,744.73	69,758.53
	Finance & Accounts Payable Specialist	\$38.33	62,048.49	63,891.40	65,789.60	67,744.73	69,758.53
	Finance & Accounts Receivable Specialist	\$38.33	62,048.49	63,891.40	65,789.60	67,744.73	69,758.53
	Fund Development Database Administrator	\$38.33	62,048.49	63,891.40	65,789.60	67,744.73	69,758.53
6	Administrative Assistant	\$35.13	56,875.29	58,562.99	60,301.35	62,091.82	63,936.04
	Office Administrative Coordinator	\$35.13	56,875.29	58,562.99	60,301.35	62,091.82	63,936.04

LETTER OF AGREEMENT #1 – SPECIAL FUNDED EMPLOYEES

between

**Ontario Public Service Employees Union
on behalf of its Local 527**

and

CMHA Ontario Division

The parties agree that where special funding is granted to CMHA Ontario Division, the position(s) created as a result of such funding, shall be included in the bargaining unit as a special funded position. Where funding is received from CMHA National or CMHA branches for special projects, such position created shall be recognized as regular position, except in cases where the parties agree to categorize them as special funded positions.

Where such position(s) is created as a special funded position, it is agreed that the wages for Employee(s) in such position(s) shall be negotiated between the prospective incumbent and the Employer. Such agreed to wage rate shall be provided to the Union in writing and a list of names shall be maintained and disclosed at each Labour Management Committee meeting.

Special Funded employees with service of less than six months shall receive six percent (6%) of salary as vacation pay added to each pay cheque. If the contract is to exceed six months, this benefit will accrue as vacation credits at 1.25 days per month. Special Funded employees must wait six (6) months before they are eligible to apply for vacation leave.

A Special Funded employee who is unable to work due to sickness or injury after one (1) month of service is entitled to:

- a) A credit of one (1) day earned for each full month in which they are at work or is on vacation or leave of absence with pay.

- b) Accumulated credits used at the rate of one working day for each day taken off due to illness.

Such position(s) are understood to be for a specific term, with possible extension(s), and are not considered to be regular in nature, as defined in Article 3.3 of the Collective Agreement.

A person contracted as a Special Funded Employee shall be notified three months prior to the end of their term whether the contract shall or shall not be renewed. It is understood that a Special Funded Employee who has been notified that their contract will not be renewed shall nevertheless complete the term of the contract.

Where special funding becomes permanent funding, the attached position(s) shall be deemed regular in nature, effective the date of the change in funding status. At such time the wage rate negotiated shall form part of Appendix A and shall be subject to a Classification review as outlined in Articles 13.5, 13.6, 13.7 and 13.8.

Effective January 1, 2016, any Employee(s), currently employed under the special funding specified above, shall be included into the bargaining unit and shall be credited for seniority accrued.

Any situation that arises as a result of the Letter of Agreement, or the lack of recognition of a situation which may be covered in this LOA, shall be discussed at a meeting between the Employer and the Union, for the purposes of resolving the situation, within 15 days giving rise to the situation. The OPSEU Staff Representative must be in attendance at any such meetings. Agreement between the parties shall be considered to form part of this LOA and shall be included in the next round of a grievance and the provision of Article 10.2.5 shall apply. Such grievance shall not prohibit individual remedy should such resolution apply.

The parties further agree that positions created as a result of this Letter of Agreement, shall not be entitled to the following articles in the Collective Agreement: Classification (13.1, 13.2, 13.3, 13.4), Job Posting (14.2, 14.3, 14.4, 14.5, 14.6, 14.7, 14.8, 14.10, 14.11), Lay off (15.5, 15.6, 15.7, 15.8, 15.9, 15.10, 15.12, 15.13), Training and

Development (17.1, 17.2), Vacation (21.1, 21.2, 21.3, 21.4, 21.5, 21.6), Sick Leave (24.1, 24.1, 24.3), LTO (26.4, 26.12, 26.13, 26.14, 26.15) and Pay Grids (Appendix A).

DATED at Toronto, this _____ day of _____, 2024.

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

FOR CMHA ONTARIO DIVISION

DocuSigned by:
Alexander Salomie
ED586BBA4688436...

DocuSigned by:
Penny Nichols
1F79E9F67562457...

DocuSigned by:
Haran Thurairasali
02F7DF16B6154DE...

DocuSigned by:
David Alge
40547F32C78242F...

DocuSigned by:
Camille Quenneville
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**MEMORANDUM OF UNDERSTANDING #1:
PROTECTION FROM DISCRIMINATION, HARASSMENT AND
WORKPLACE VIOLENCE**

between

**Ontario Public Service Employees Union
on behalf of its Local 527**

and

CMHA Ontario Division

Within one hundred and eighty (180) days of the date of ratification, the Employer will, in consultation with the Union and based on the recommendations of the JOH&S Committee and in accordance with organizational policies:

- a)** Establish procedures for reporting, investigating and recording incidents of discrimination, harassment and workplace violence;
- b)** Develop and offer training to employees on the recognition of discrimination, harassment and violence in the workplace, including the means to recognize potentially violent situations and means to diffuse violent situations.

DATED at Toronto, this _____ day of _____, 2024.

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

FOR CMHA ONTARIO DIVISION

DocuSigned by:

Alexander Salomie

ED586BBA4688436...

DocuSigned by:

Haran Thevarasale

02F7DF16B6154DE...

DocuSigned by:

Penny Nichols

1F79E9F67562457...

DocuSigned by:

David Alge

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DocuSigned by:

Camille Guenneville

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**MEMORANDUM OF UNDERSTANDING #2:
MODIFIED AND TRANSITIONAL WORK**

between

**Ontario Public Service Employees Union
on behalf of its Local 527**

and

CMHA Ontario Division

The parties agree that, within ninety (90) days of ratification, two (2) representatives from each of the Employer and the Union shall meet to develop a modified and transitional work policy and program that will be used to support those employees requiring accommodation.

DATED at Toronto, this _____ day of _____, 2024.

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

FOR CMHA ONTARIO DIVISION

DocuSigned by:
Alexander Salomie
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