

# Collective Agreement

~between~

Community Addictions and Mental Health  
Services of Haldimand-Norfolk  
(The "Employer")



**CAMHS**

Community Addiction and Mental Health  
Services of Haldimand and Norfolk

~and~

The Canadian Union of Public Employees  
And It's Local 4700  
(The "Union")

***CUPE·SCFP***

**April 1, 2020 to March 31, 2023**

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## APPENDIX A - DEFINITIONS

- 1.1** "Capability" shall be defined as having the ability or fitness for, able, competent.
- 1.2** "Days" as used in this Collective Agreement shall mean calendar days, and "working days" shall mean days upon which the offices of the Employer are open for the transaction of business.
- 1.3** A "half-day" as used in this Collective Agreement, shall mean one-half (1/2) of the hours in a normal workday as set out in Article 23.1 (a) or (b).
- 1.4** A "quarter-day" as used in this Collective Agreement shall mean one-quarter (1/4) of the hours in a normal workday as set out in Article 23.1 (a) or (b).
- 1.5** "Efficiency" shall be defined as having the proven ability to be productive with minimum waste or effort.
- 1.6** "Full-time employees" are those who are regularly scheduled thirty-five (35) hours per week, excluding AMOT. Full-time AMOT employees are those who are regularly scheduled for 1820 hours per year.
- 1.7** "Part-time employees" are those who are regularly employed for less than thirty-five (35) hours per week.
- 1.8** "Temporary employee" shall refer to an employee who has been hired for a specific term or task who has not held a permanent position within this bargaining unit.
- 1.9** "Orientation" shall be defined as a five (5) shift introduction to acquaint and familiarize the employee to the job.
- 1.10** "Probation" shall be deemed to refer to a period of observation and assessment for a newly hired employee, subject to Article 13.3.
- 1.11** "Sickness" shall refer to a period of time during which an employee is ill and includes incapacity due to a non-work-related condition or injury.
- 1.12** a) "Trial period" for full-time employees shall be deemed to refer to a three (3) month period of observation and assessment for all classifications and for part-time employees shall refer to the first three hundred and fifty (350) hours worked.
- b) In the case of an employee being transferred, such employee shall be placed on a trial period. In the case of transfer, Article 13.8 shall apply. For clarity, this article does not apply to employees transferred within their own classification.

**1.13** 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 if the context so requires.

**1.14** AMOT is the Addictions Mobile Outreach Team.

## **ARTICLE 1 - PURPOSE**

**1.1** WHEREAS it is the purpose of both parties to this Collective Agreement:

- a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and its employees;
- b) to recognize the mutual value of joint discussions and negotiations on all matters pertaining to employment, salaries, hours of work, and other conditions of employment as set out in this Collective Agreement;
- c) to ensure the highest possible standards of service to the public in the delivery of services to the Employer by its employees;
- d) to promote the morale, well-being, and security of all employees in the bargaining unit as described herein.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.1** The Union acknowledges that the Employer has the exclusive right to manage its affairs and operations and, without limiting the generality of the foregoing, the right to:

- a) maintain order, discipline, and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by its employees;
- b) hire, retire, classify, direct, transfer, promote, demote, assign employees to tasks, layoff, discipline, suspend or discharge employees, providing only that a claim of unfair transfer, demotion, discipline or suspension, layoff or a claim that an employee has been discharged or retired without reasonable cause, may be the subject of a grievance to be dealt with as herein provided, to plan and control operations; to select and retrain employees for positions excluded from the bargaining unit provided the written consent of such employee is first obtained, and to transfer employees into the bargaining unit.
- c) generally, to manage the affairs in which it is engaged and without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number of locations in which it operates, the methods of operation, the services to be performed, the schedules of work, the kinds and locations of equipment to be used, and the right to introduce new methods of work or

processing work.

- 2.2** The Employer agrees that it will exercise its rights in a fair and reasonable manner in accordance with the terms and conditions of this Collective Agreement.

### **ARTICLE 3 - RECOGNITION AND COVERAGE**

- 3.1** Community Addiction and Mental Health Services of Haldimand and Norfolk recognizes Local 4700 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Addiction Services employees in Haldimand County and Norfolk County, save and except supervisors and persons above the rank of supervisor.
- 3.2** The Employer shall not negotiate with any party other than the elected representatives of the Union to amend or alter the terms or conditions of the Collective Agreement.
- 3.3** The Employer and the Union agree that any new classification not coming within the foregoing recognition clause or the exclusions there from shall be discussed by the parties to determine whether it comes within the jurisdiction of this Collective Agreement or excluded there, from. It is understood that in the event of a dispute under this clause such disagreement may not be referred to the grievance or arbitration procedures herein, but that it may be referred to the *Ontario Labour Relations Board*.
- 3.4** The Employer agrees that no employee in the bargaining unit shall suffer a loss of employment or be subjected to a layoff by reason of bargaining unit work being performed by personnel who are not included within the bargaining unit.
- 3.5** It is understood and agreed that if a person is employed for a specific term or task of not more than three (3) months in duration, or a person hired under a Federal, Provincial or Municipal work incentive program such person shall be considered a temporary employee and not within the scope of this Collective Agreement. However, should such a person employed for a specific term or task of not more than three (3) months in duration remain in the employ of the Employer for a period of more than three (3) months, such person shall be entitled to all rights and benefits of the Collective Agreement with the exception of those rights and benefits which are identified in Article 3.6.
- 3.6** a) It is understood and agreed that if a person is employed for a specific term or task greater than three (3) months, but less than twelve (12) months in duration, such person shall be considered a temporary employee subject to layoff or discharge without recourse to the grievance procedure during such term or task and shall be entitled to all other rights and benefits of the Collective Agreement with the exception of:
- i) Seniority - Article 13;

ii) Vacations - Article 25;

Such temporary employee shall receive four percent (4%) vacation pay, at each pay period, as per the *Employment Standards Act*, as amended. If such temporary employee is employed for twelve (12) months or more, such employee shall receive vacation with pay as per the provisions of Article 26, and;

iii) Sick Leave Provisions - Full-Time Employees Only - Article 29.

- b) The terms and conditions of each specific term or task assignment will be detailed in a letter addressed to the President or designate of the Union.
- c) The twelve (12) month period referred to herein may be extended by mutual agreement of the parties. Such extension to the original twelve (12) month period must be agreed upon in writing and in no case will such extension last beyond a further twelve (12) months.
- d) In the event there is a concern regarding b) and c) above, the Union shall advise the Employer in writing and a meeting will be convened within two (2) weeks of receipt of the letter or as soon as is practicable to do so.

## **ARTICLE 4 - NO DISCRIMINATION OR COERCION**

- 4.1** a) The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code*, against any employees by the Union of the Employer. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, or restraint exercised or practiced by either party or their representatives or members.

A copy of the Employer's harassment policy shall be provided to each employee.

The Employer and the Union agree that all employees are entitled to a workplace free of discrimination, harassment, and violence of any kind, in accordance with the *Ontario Human Rights Code, Bill 168*, and any other applicable legislation. There shall be no reprisal or threat of reprisal for the rejection and/or reporting of such behavior in good faith.

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

- 4.2** It is agreed that the Union and the employees will not engage in union activities except as provided in this Agreement during working hours or hold meetings at any time on the premises of the Employer without the permission of the Clinical Services Manager or designate.
- 4.3** The Employer will endeavor to have a steward of the employee's choice in attendance when an employee has reported that they have been involved in an incident of violence or harassment and is following the procedure established in the Employer's policy. For clarity it is understood that in the event the steward of choice cannot be made available, the Union President or designate shall be contacted to represent/support the employee. It is further agreed that the Employer investigation shall not be unreasonably delayed.

## **ARTICLE 5 - DUTY TO ACCOMMODATE**

- 5.1** The Employer and the Union recognize that from time-to-time individual workers may have special needs that require special accommodation within the workplace. The parties acknowledge that this duty to accommodate applies equally to the Union and the Employer. The Employer and the Union thereby commit themselves to finding cooperative solutions to workplace and/or contractual barriers to workers with special needs requiring accommodation as defined under the *Ontario Human Rights Code*.
- 5.2** If an employee requests or requires a workplace accommodation or modifications, the Union President will be notified as soon as is practical of such request in writing within four (4) working days.
- 5.3** The Employer agrees to notify the employee in writing or by email of their right to have representation, if they so wish, during any discussion and/or meeting with the Employer regarding workplace accommodation or work modification. A copy of this notice will be sent to the Union as set out in Article 7.1.

## **ARTICLE 6 - UNION SECURITY**

- 6.1** All employees shall, as a condition of continued employment, become and remain members in good standing of the Union.
- 6.2** a) It is agreed that all employees who are eligible to be in the bargaining unit, inclusive of term or task, employees shall be required to pay an amount equal to the current monthly union dues, so long as the Union is the recognized bargaining agent. It is further agreed that the Employer will deduct from the wages of each employee, commencing with their first pay, a sum equal to the current monthly dues, and remit the money so deducted to the CUPE Local 4700 Treasurer not later than the 15<sup>th</sup> day of the month following, accompanied by a list of names showing from whom the deductions were made. Union shall advise the Employer in writing of any changes in dues.





## **ARTICLE 8 - NO STRIKES OR LOCKOUTS**

- 8.1** In view of orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that it will not cause, direct, or consent to any strike, slowdown, or stoppage of work, either complete or partial, on the part of any of the employees represented by the Union, and if such action is taken by the employees the Union will instruct the said employees to return to work, and perform their usual duties in the usual manner and resort to the grievance procedure established herein for the settlement of any complaints or grievance.
- 8.2** The Employer agrees that there will be no lockouts during the life of this Agreement.
- 8.3** The word "strike" and the word "lockout" shall have the meaning as set forth in the *Labour Relations Act*, as amended.
- 8.4** In the event that there is strike action pending by any other Union of the Employer, the Employer shall contact the CUPE President or designate at the time the other Union/Employer requests a "No Board" and a meeting shall be held to discuss picket line protocol for employees represented by the CUPE bargaining unit.
- 8.5** The Employer and the Union agree to have further discussion to explore alternative service delivery should an employee, as part of their job function encounter a picket line.
- 8.6** In the event that an employee comes in contact with another picket line during the course of their duties and if they believe their safety is a concern, they shall contact the Employer for further direction. At no time shall an employee be forced to cross a picket line if they have reason to believe that their safety may be at risk.

## **ARTICLE 9 - REPRESENTATION OF EMPLOYEES:**

- 9.1** The Union agrees that there will be no union activity or solicitation for membership during regular working hours and that no meetings will be held on the Employer's premises except with the expressed permission of the Executive Director, or designate, in writing.

### **9.2 Negotiating Committee**

The Employer recognizes the right of the Union to select a Negotiating Committee of not more than two (2) CAMHS employees, one of which shall be the Site Chair. The President of Local 4700 shall form part of the Negotiating Committee.

### **9.3 Grievance Committee**

The Employer recognizes the right of the Union to select a Grievance Committee

consisting of two (2) CAMHS employees, one of whom shall be the Site Chair. The President of Local 4700 shall form part of the Grievance Committee. The Grievance Committee shall be entitled to meet with the Employer in respect to any matter properly arising under this Collective Agreement.

#### **9.4 Labour/Management Committee**

The Committee shall be composed of up to three (3) representatives of the Employer and up to three (3) representatives of the Union. The President of Local 4700 shall form part of the Labour/Management Committee. The Committee shall enjoy the full support of both parties.

- a) The Committee shall concern itself with the following general matters:
  - 1) Considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees.
  - 2) Recommending the improvement and extension of services to the public.
  - 3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
  - 4) At no time shall grievances be discussed.

#### **b) Meetings of Committee**

The Committee shall meet at least four (4) times per year at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least one (1) week in advance of the meeting. Employees shall not suffer any loss of pay or benefits for time spent with this committee.

In the event that either party requests an additional Labour/Management meeting be scheduled; the party requesting the meeting shall put the request in writing along with the agenda item(s) to be discussed and a meeting shall be booked within two (2) weeks of receipt of the request, or as soon as practicable.

#### **c) Chairperson of the Meetings**

An Employer and a Union representative employee shall be designated as joint chairpersons and shall alternate in presiding over meetings.

#### **d) Minutes of the Meetings**

Minutes of each meeting of the Committee shall be prepared and transcribed by the Employer. The minutes once prepared shall be vetted, approved, and signed by the joint chairpersons. The members of the Committee shall receive a signed



## **Formal Stage**

If the complaint is not settled informally, the Union will initiate a grievance in writing on a grievance form. The grievance shall contain a statement of the complaint and shall be filed within nine (9) working days of receipt of the decision of the informal stage.

### **Step 1**

A meeting shall be arranged by the Employer with the Union within nine (9) working days of the receipt of the grievance in order to resolve the dispute. The Employer shall render a decision within nine (9) working days if the grievance is not settled at the meeting.

Failing satisfactory settlement at Step 1, the grievance will advance to Step 2.

### **Step 2**

A meeting shall be arranged with the Executive Director or their designate and the Union within ten (10) working days of the receipt of the grievance in order to resolve the dispute. The Employer shall render a decision within nine (9) working days if the grievance is not settled at the meeting.

Should no settlement satisfactory to the parties concerned be reached by this decision, the grievance may be referred by either party to a Board of Arbitration as provided for in this Agreement within ten (10) working days of the response following the meeting.

The replies to grievances stating reasons shall be in writing at all steps.

Saturdays, Sundays, and Statutory holidays or religious holidays of the employee's observance will not be counted in determining the time in which any action is to be taken or completed under the grievance or arbitration procedures.

In the event that the grievance is not settled at Step 2, the Union may refer the matter to mediation or arbitration as provided in Article 11 of this Collective Agreement.

Time limits provided for in the grievance/arbitration procedure may be extended with the mutual written consent of the parties.

## **Types of Grievances**

**Individual:** Where a dispute involving a question of general application, interpretation, or administration of the Collective Agreement, concerning an individual employee.

**Group:** Where a dispute involving a question of general application, interpretation, or administration of the Collective Agreement, concerning a group of employees.

Policy: Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of this article will be bypassed.

Discharge: Where an employee, beyond probation, is discharged, the grievance shall be initiated at Step 2 of the grievance process.

The Employer and the Union agree that Step 1 of this article will be bypassed when an employee claims that they have been the victim of violence or harassment, and the matter has not been resolved through the established Employer policy. The grievance will be initiated at Step 2 of the grievance process.

Any mutually agreed change(s) to the Collective Agreement and/or ancillary documents shall be in writing and shall form part of this Collective Agreement upon ratification by the membership of the Union and the Employer and are then subject to the grievance and arbitration procedures herein.

No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by this Collective Agreement save only that, if at any step of this grievance procedure the Employer or the Union does not give its answer within the allowed time limit, the grievance shall be carried to the next step within the appropriate time, which will start to run from the expiration of the allotted time within which the answer should have been given.

All costs associated with securing the services of a Grievance Mediator shall be borne equally between the Employer and the Union.

## **ARTICLE 11 - ARBITRATION**

**11.1** When the Employer or the Union decides that a grievance is to be submitted to arbitration, including any question as to the arbitrability of same, notification shall be given in writing to the party opposite in interest within twenty-one (21) calendar days of the reply at Step 2. Such notification shall be submitted by registered mail in accordance with Article 7.1 and shall indicate the name and address of the referring party's nominee to the Board of Arbitration.

The recipient of such notice shall within ten (10) working days thereafter inform the other of the name and address of its nominee to the Board and the two (2) nominees shall, within ten (10) working days of the appointment of the second of them attempt to select a third (3<sup>rd</sup>) member who shall act as Chair.

**11.2** If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chair within the time limits as aforesaid, the appointment shall be made by the Ontario Ministry of Labour upon the request of either party. It is

understood and agreed, however, that the appointees of the parties to the Board of Arbitration may extend the time limit during which the selection of a Chair and third member of the said Board can be made for a further period of ten (10) working days without the consent of their nominators.

- 11.3** The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference or allegation and shall issue a decision and, subject only to the provisions of this Collective Agreement, such decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board and if there is no majority, the decision of the Chair shall govern.
- 11.4** The Arbitration Board shall not have authority to alter or change any of the provisions of this Collective Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent or terms or conditions of this Collective Agreement, or in any way modify, add to or detract from any of the provisions of this Collective Agreement.
- 11.5** The parties to this Collective Agreement shall pay the fees and disbursements of their respective appointees to a Board of Arbitration and shall share equally in the fees and disbursements of the Chair. The parties further agreed that, in the event of any cancellation fees being levied by the Board of Arbitration members, the party responsible for such cancellation shall be solely responsible for all such fees.
- 11.6** No person who has assisted in the negotiation of this Collective Agreement, or any renewal thereof, may be appointed to such Board of Arbitration.
- 11.7** The Employer and the Union may, by mutual agreement, in writing, substitute a sole Arbitrator for the Board of Arbitration herein and the sole Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

## **ARTICLE 12 - DISCIPLINARY ACTION AND WARNINGS**

### **12.1 Discipline or Discharge**

- a) In the event that the Employer initiates disciplinary action against an employee who has completed the probationary period as set out in Article 14.3, and which results in the discipline or discharge of such employee, such disciplinary action shall be confirmed in writing by letter to the employee involved pursuant to Article 7.2 herein, setting forth the action taken, and the penalty imposed. A copy of the written letter will be copied to the Local Union President and CUPE National Representative.
- b) A claim by an employee, who has completed the probationary period, of suspension, discharge, or other discipline without just cause shall be treated as a

grievance if a written statement of such grievance is lodged with the Employer at Step 2 within five (5) working days of such suspension, discharge, or discipline.

- c) Such grievance may be settled by confirming the Employer's action or by reinstating the employee, with or without compensation for the time lost or any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration if the matter is submitted to Arbitration.

**12.2** Whenever the Employer deems it necessary to reprimand an employee indicating that dismissal may follow if such employee fails to bring their work up to a required standard by a given date or if there is a repetition of the matter complained of the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the employee involved.

**12.3 a) Adverse Report**

Where the Employer finds it necessary to place against the record of an employee a written disciplinary warning, a copy of such warning signed by the Employer shall be furnished to the employee with a copy delivered to the President of the Local Union or designate and a copy mailed to the CUPE Office in Hamilton at the time the written disciplinary warning is given.

The employee if such employee so desires may reply to a written disciplinary warning in writing. The employee's reply is to be placed on the file with the written disciplinary warning. The record of an employee shall not be used against such employee at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

**b) Access to File**

Each employee shall have reasonable access to their personnel file for the purpose of reviewing the information contained therein, in the presence of the Employer. An employee has the right to request copies of any item in this file.

## **ARTICLE 13 - SENIORITY**

- 13.1**
- a) Seniority for full-time employees is defined as the length of service in the bargaining unit.
  - b) Service for full-time employees is defined as the length of service with the Employer since the date of most recent hire.
  - c) Part-time employees shall have their bargaining unit seniority recorded by hours worked from the date of employment or transfer into the part-time position.

- d) When two (2) employees have the same seniority date then the last three (3) numbers of the employee's social insurance number shall be used to determine order, with the lowest number being given the higher placing on the seniority list.
- e) Part-time employees transferring into a full-time position will translate their seniority to an equivalent start date at the time of transfer by calculating 1820 hours equals one (1) year of seniority if they are transferring to a thirty-five (35) hour per week position.
- f) Full-time employees transferring into a part-time position will translate their seniority to an equivalent number of hours at the time of transfer by calculating one (1) year of seniority equals 1820 hours if they are transferring from a position in which the normal full-time hours are thirty-five (35) hours per week.

- 13.2**
- a) The Union shall be notified of all appointments, hirings, transfers, recalls, WSIB, LTD, extended sick leave, maternity/paternity/adoptive leave(s) within the bargaining unit on a monthly basis. Such notice shall be in writing to the President.
  - b) The Union shall be notified of all terminations and permanent accommodations at such time that they occur.
  - c) Layoffs shall be in accordance with Article 15 of the Collective Agreement.

**13.3** A newly hired full-time employee shall be on probation for a period of three (3) months from the date of hiring.

During such probationary period, such employee shall not have the right to resort to the grievance and arbitration procedures herein in respect to discharge, suspension, or discipline, except where there are *Human Rights Code* issues. During such period the following provisions of this Collective Agreement shall not apply to such employee:

- a) recognized holidays (for first month only);
- b) benefit provisions of this Collective Agreement shall not apply until the Employer is able to comply with the enrolment provisions of such benefit plans;
- c) upon the successful completion of the probationary period, an employee shall be deemed to have acquired seniority and such employee's seniority shall be backdated to the original date of employment for full-time employees and original hour of employment for part-time employees.

It is understood and agreed that the probationary period provided for herein may be extended by mutual agreement, in writing, between the parties.

**13.4** A newly hired part-time employee shall be on probation for the first three hundred and fifty (350) hours. During such probationary period, such employee shall not have the



right to resort to the grievance and arbitration procedures herein in respect of discharge, suspension, or discipline, except where there are *Human Rights Code* issues. During such period the following provisions of this Collective Agreement shall not apply to such employee:

- a) recognized holidays (for first month only);
- b) upon the successful completion of the probationary period, an employee shall be deemed to have acquired seniority and such employee's seniority shall be backdated to the original hour of employment.

It is understood and agreed that the probation period provided for herein may be extended by mutual agreement, in writing, between the parties.

- 13.5**
- a) Employees shall not lose seniority rights if they are absent from work because of sickness, accident, layoff of up to twenty-four (24) months in duration, leave of absence approved by the Employer, or, when in receipt of Workplace Safety & Insurance Board benefits.
  - b) An employee's seniority and other rights under this Collective Agreement and employment will be terminated in the event that such employee:
    - i) is discharged for just cause and is not reinstated;
    - ii) resigns;
    - iii) is absent from work without notifying the Employer, unless such notice was not reasonably possible, or on repeated occasions without reasonable cause.
    - iv) fails to return to work promptly after the expiration of any leave of absence, unless excused in writing by the Employer;
    - v) fails to return to work within seven (7) days following a layoff and 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 Employer informed of a current address where a notice will be received promptly;
    - vi) is laid-off or is absent due to sickness or accident for a period longer than twenty-four (24) months, except that such employee shall retain any rights which such employee then has in use under the Long-Term Disability coverage provided such loss of seniority does not violate the *Ontario Human Rights Code*.

### **13.6 Transfer Outside of the Bargaining Unit**

- a) An employee transferred to a permanent full-time position outside of the

bargaining unit shall retain seniority accumulated in the bargaining unit up to the time of transfer out of the bargaining unit but shall not accumulate further seniority after that date. Such employee shall have the right to return to their former position within the bargaining unit within three (3) months of the transfer. The Employer will fill the vacancy created by the transfer with a temporary employee (who may be from the bargaining unit). If the transferred employee returns to the bargaining unit within the three (3) month trial period, they will assume the position held at the time of the transfer and the temporary employee will be returned to their former position. If said temporary employee is a newly hired employee, such temporary employee will be laid off. If the former position is no longer being filled by the Employer, then the employee shall have the right to bump into any job held by an employee with less seniority for which they are qualified.

- b) An employee transferred to a non-union temporary position of less than twelve (12) months in duration shall not continue to accumulate seniority within the bargaining unit and shall have the right to return to their former position within the bargaining unit upon completion of the temporary position. If the former position is no longer being filled by the Employer, then the employee shall have the right to bump into any job held by an employee with less seniority for which they are deemed qualified, in accordance with Article 15.4. During the tenure of the temporary position, such employee will continue to pay union dues as per Article 6.2 and will continue to have all the rights and benefits of the Collective Agreement.
- c) No employee shall be transferred to a position outside the bargaining unit without such employee's consent.
- d) Employee shall continue to pay union dues.

**13.7** An employee resigning from the employ of the Employer must do so in writing. No resignation shall be accepted officially until five (5) working days have elapsed from the time of the submission of the resignation, at which time it shall become final. Such written notice of resignation shall provide for not less than two (2) weeks' notice.

**13.8** In all cases of filling job vacancies from within the bargaining unit, or a decrease or an increase in the workforce, or a transfer within the bargaining unit as a result of a decrease in the working forces or a recall to work following a layoff, the following factors shall be considered:

- a) the knowledge, efficiency, and the capability to perform the work in question;
- b) the seniority of the employees involved.

When the factors in (a) are relatively equal between two (2) or more employees, factor (b) shall govern.

It is understood and agreed that in cases where vacancies are filled in accordance with the provision of Article 5 (Duty to Accommodate), this article does not apply.

- 13.9** An employee who makes successful application for a posted part-time job shall be placed on trial for the first three hundred and fifty (350) hours worked. Conditional on satisfactory service, the employee shall be confirmed in the position at the end of this trial period.

In the event that a successful applicant proves to be unsatisfactory in the position during such trial period, or if the employee is unable to perform the duties of the new job, such employee shall be returned to their former position, former grade and step without loss of seniority providing such job still exists. Any other employee who had changed positions as a result of the original transfer shall be returned to their former position, former grade, and step, without loss of seniority, providing such job still exists.

For full-time employees, two (2) performance assessments of the employee's work will be done before the completion of the trial period. One (1) written assessment will be completed at approximately the four (4) week point of the trial period and the second written assessment will be completed prior to the conclusion of the trial.

For part-time employees, two (2) performance assessments of the employee's work will be done before the completion of the trial period. One (1) written assessment will be completed at approximately the one hundred and twenty-five (125) hour point of the trial period and the second written assessment will be completed prior to the conclusion of the trial.

The original assessments will be retained in the employee's file, with a copy provided to the employee.

Within the trial period, the employee may voluntarily return to the position formerly occupied, without loss of seniority.

- 13.10** a) In the event that the Employer merges, amalgamates, or combines services that will impact the bargaining unit the Employer will advise the Union in writing of the changes as soon as a formal decision to merge, amalgamate or combine services is taken and a meeting will be convened within two (2) weeks or as soon as is practicable to do so to discuss the changes and impact on the bargaining unit members.
- b) Should the Agency merge, amalgamate or combine any operations or functions with another agency, company, or municipal employer, or delegate any operations or functions to another agency, company or municipal employer, the Agency in consultation with the Union(s) will endeavour to arrange, where practical, for the retention of seniority rights and salary levels for each employee of the Agency that may be an employee of such other organization.

### **13.11 Seniority List**

The Employer agrees to maintain a seniority list showing the department in which each employee in the bargaining unit is currently employed, the date upon which each employee was hired and the correct seniority date, if different from the hire date.

The seniority list will be forwarded to the Union Steward in January and July of each year. Seniority, as posted, shall be deemed final and binding unless a complaint is lodged, in writing with the Employer, within thirty (30) days from the date of receipt by the Union Steward.

The above will only apply to permanent employees who have completed their probationary period.

## **ARTICLE 14 - JOB POSTINGS**

**14.1** When a bargaining unit vacancy of a permanent or temporary nature occurs or a new bargaining unit vacancy is created, the Employer shall post a notice of such vacancy or new position on the bulletin boards provided for herein for a period of not less than five (5) working days. If possible, positions shall be advertised within one (1) week of such vacancy or availability. During the posting period, qualified employees may make written application to the Employer for the posted position.

When a non-bargaining unit vacancy occurs, such vacancy will be posted on a courtesy basis and the Employer shall post a notice of such vacancy or new position on the bulletin boards provided for herein for a period of not less than five (5) working days.

All postings referred to above shall originate from Human Resources and the processing of applications shall be by Human Resources.

This article does not apply for positions that are filled in accordance with the provisions of Article 5 ("Duty to Accommodate").

No external candidates will be considered for bargaining unit positions until such time all qualified bargaining unit applicants have been considered and a decision has been rendered and the bargaining unit applicants have been notified.

**14.2** Before posting a vacancy at a specific location the Employer will first allow employees in the affected classification to request a transfer to that location. If more than one (1) employee requests such transfer, the transfer will be given to the most senior employee in the classification.

**14.3** Such notice shall contain the following:

- Position title
- Department (Division)
- Rate of pay
- Status of position
- Knowledge & Skill qualifications
- Location
- Normal hours of work
- Reports to
- Posting #
- Posting period

- 14.4** The parties recognize the principle of promotion from within the service of the Employer and accordingly, it is agreed that no external candidates for bargaining unit positions will be considered until such time as all qualified bargaining unit applicants have been considered and a decision on the disposition of their application has been rendered and the bargaining unit applicants have been notified.
- 14.5** In appointing an employee to a posted position, the factors as set forth in Article 13.8 shall be considered.
- 14.6** The Employer will notify the successful applicant, in writing, of selection for the posted position within five (5) working days, of the decision being made.
- 14.7** The Employer will notify all staff via email within seven (7) working days of the date upon which such employee accepts the job.
- 14.8** When the Employer decides not to fill a vacancy or a posted vacancy after the vacancy has been posted, the Union shall be notified in writing by the Employer or their designate addressed to the Secretary of the Union, explaining the reasons for the postponement, withdrawal, or non-posting.
- 14.9** The Unionized job applicant having worked in the same posted position on a temporary basis and having carried out the primary duties and responsibilities successfully shall have such related experience considered equivalent to the educational requirements of the position.
- 14.10** Temporary vacancies of bargaining unit positions, which are less than three (3) months in duration, shall not be subject to the requirements of Article 14.1 but shall be subject to the vacancy being processed by Human Resources with a copy of all decisions and reasons for the nature of filling the vacancy to the Secretary of CUPE Local 4700.
- 14.11** Temporary vacancies that are greater than three (3) months in duration shall be subject to Article 14.9 provided it is mutually agreed to in writing between the parties. It is further understood that such agreement will only be considered provided that the nature of the vacancy is created because of a bargaining unit employee receiving an

authorized leave of absence because of sick leave, WSIB, or pregnancy/adoption/parental leave, or in other extenuating circumstances as agreed to by the parties.

## **ARTICLE 15 - LAYOFFS & RECALLS**

- 15.1**
- a) The Employer shall have the right, in case of emergency, to layoff employees without regard to seniority standing in the event of a layoff of one (1) working day or less in duration provided, however, that no one employee shall be laid-off as a result of such temporary layoffs for more than one (1) working day in any one (1) calendar year.
  - b) This article shall not apply to casual employees or any other employees who are called in or added to the schedule as a result of a special function or to replace employees absent for any reason.
  - c) In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:
    - 1. Provide the Union with no less than sixty (60) days written notice of the proposed layoff or elimination of the position. The parties shall meet within two (2) weeks of the Union receiving the written notice to investigate all options, including but not limited to vacancies, with a view to resolving any situation giving rise to a potential layoff,
    - 2. Provide to the affected employee(s), if any, not less than sixty (60) days written notice of the layoff, delivered in person or by registered mail.
  - d) Where a layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided as above shall be considered notice to the Union of any subsequent layoff.

### **15.2 Role of Seniority in Layoffs**

In the event of layoff, the Employer shall lay off temporary employees first. Thereafter employees in the reverse order of their seniority within their classification and position (only for the purpose of this article position is defined as program), provided that those employees retained at work by reason of seniority have the skill and qualifications required to perform the work.

Any employee who is subject to layoff shall have the right to:

- a) accept the layoff or,
- b) opt to retire, if eligible under the terms of the pension plan, or,

- c) fill a vacant position provided they have the qualifications to perform the duties of the position,
- d) displace another employee who has lesser bargaining unit seniority if the employee originally subject to the layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid-off and shall be entitled to notice under Article 15.1

Upon receipt of a notice of layoff, a meeting shall be held within one (1) week to discuss the employee's options as outlined in 15.1 a, b, c, or d. The Employer shall have all information that the employee may require to make a decision.

An employee who chooses to exercise the right to displace another employee with lesser seniority or to fill a vacant position shall advise the Employer of their intention to do so and the position claimed, within four (4) working days of the meeting held to discuss options.

**15.3** An employee about to be laid-off may bump any employee with less seniority, providing the employee exercising the right possesses the necessary qualifications as identified in Article 13.8 and is able to perform the duties without training other than orientation.

The employee's intent to exercise the right to bump must be made no later than five (5) working days after the employee receives notification of the layoff.

**15.4** The Employer shall determine if an employee possesses the qualifications as outlined in Article 13.8.

**15.5** An employee who so displaces another employee will be credited with full seniority for the purposes of advancement on the salary grid, if applicable.

The employee shall be placed at the step on the salary grid which is equivalent or closest in value to the rate being paid prior to the initial layoff. Employees shall not receive a decrease in pay, except when the employee bumps into a lower classification.

The employee will be subject to a two (2) month trial in the new classification. Such period may be extended to a maximum of three (3) months with the mutual agreement of the parties.

**15.6** Two (2) performance assessments of the employee's work will be done before the completion of the trial period. One (1) written assessment will be completed at approximately the four (4) week point of the trial period and the second written assessment will be completed prior to the conclusion of the trial. The original assessments will be retained in the employee's file, with a copy provided to the employee.

**15.7** All postings arising out of job vacancies will be made available to all employees.

**15.8** The Employer agrees that employees laid-off for periods of less than twelve (12) months shall have the right to maintain in force the Extended Health Care Plan and Dental Plan as long as the employee does not attain employment outside of this Employer, by making payment to the Employer of the premium costs of same, it being understood that the Employer shall, in such event, remit the premiums as aforesaid to the insuring agencies on behalf of any employee so affected. It is further understood that any obligation on the part of the Employer to make payment of such premiums on behalf of employees or pursuant to this clause, shall cease at the expiration of the twelve (12) month period as aforesaid.

Article 15.8 does not apply to employees hired under Article 3.6.

**15.9** It is recognized that the Employer shall, at all times, be entitled to retain a workforce having the ability to do the work assigned to it. Accordingly, in layoff and recall to work following a layoff, the procedure set forth in Article 13.8 shall apply.

**15.10** Any grievance concerning a layoff or a recall to work following a layoff shall be initiated at Step 2 of the grievance procedure.

**15.11** Subject only to the provisions of Article 13.8, employees shall be laid-off in reverse order of their seniority and shall be recalled in order of their seniority.

**15.12** No new employees will be hired until employees on layoff who are qualified and able to do the work in question have been recalled as per Article 13.8.

## **ARTICLE 16 - BULLETIN BOARDS**

**16.1** The Employer shall provide space on the bulletin boards at the following offices: Caledonia, Dunnville, Simcoe, Townsend, and any other site where CUPE employees work.

The Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees providing such notices have received prior approval of the Employer, which such approval shall not be unreasonably withheld. It being understood that failure of such employees to receive a notice mailed or faxed to them under the terms of this article shall not form the subject matter of a grievance.

All approved minutes of the Joint Health and Safety Committee will be posted.

## **ARTICLE 17 - LEAVES OF ABSENCE**

### **17.1 Union Leave**

The Employer shall grant leave of absence without pay and without loss of



accumulation of seniority to members of the bargaining unit to a maximum total of seventy-five (75) working days per calendar year. The purpose of such leave shall be:

- a) for employees to attend union conventions, seminars, or educational functions.
- b) Of the seventy-five (75) days, up to ten (10) days may be utilized by the Union President for the purposes of conducting union business relative to all bargaining units within the Local.
- c) The ten (10) days of the seventy-five (75) days as outlined in (b) above may be extended with the mutual agreement of the parties.

The Union must provide written notice of at least one (1) calendar month to the Employer, if possible, in advance of the potential leave. Leave requests received with less than one (1) month's notice shall not be unreasonably denied.

## **17.2 Public Office**

The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request at the time of the issuance of the writ for election, the Employer will grant full-time leave of absence without pay and without loss of accumulation of seniority to an employee who is a candidate in a Federal, Provincial or Municipal election.

## **17.3 Union Leaves**

- a) An employee who is elected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without pay and without loss of accumulation of seniority for the term of such office. Such leave may be renewed for a subsequent term upon request made during such term of office.

Payment for 100% of applicable benefit premiums will be the responsibility of the employee for the entire duration of the leave of absence.

- b) Such employee shall be entitled to return to the former position at the expiration of the period or to another position in accordance with Article 15.3 herein if the former position is not available.

## **17.4 Pregnancy Leave and Parental Leave**

- a) An employee shall qualify for pregnancy/parental leave in accordance with the *Employment Standards Act of Ontario*.
- b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave, and the expected date of return.



- h) The employee shall be reinstated to their former position unless their former position has been discontinued, in which case the employee shall be given a comparable job if one exists.
- i) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) plan, a full-time employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between sixty percent (60%) of the employee's regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

Should an employee opt for a parental leave that exceeds thirty-five (35) weeks, as per the *Employment Standards Act*, the total amount of SUB top-up provided by the Employer, will not exceed the total amount of SUB top-up provided to an employee who opts for a thirty-five (35) week leave.

The employee does not have any vested right except to receive payments for the covered Employment Insurance period. The plan provides that payments 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.

An adoptive parent may claim the SUB top-up as outlined above. The adoptive parent must be in receipt of Employment Insurance Benefits to receive the SUB top-up.

- j) An employee must have completed their probationary period prior to their parental leave to be eligible for the SUB plan described in (i).

**17.5** An employee will be granted three (3) working days leave of absence with pay, for the purpose of paternity leave. Such three (3) days leave of absence can be taken in part or in whole but in no case shall such leave extend past the third (3<sup>rd</sup>) day after the parent and child have returned home.

## **17.6 Voting in an Election**

An employee shall be entitled to three (3) consecutive hours for the purpose of voting at any provincial or municipal election or referendum and four (4) consecutive hours for any federal election. If the normal hours of employment do not allow this, such additional time shall be given at the convenience of the Employer, as may be necessary to provide such hours while the polls are open. The employee shall suffer no loss of pay for such absence.

### **17.7 Court Appearance**

In the event an employee is accused of an offence that requires a court appearance, such employee shall be given an automatic leave of absence without loss of seniority but without pay. In the event that the accused employee is jailed awaiting a court appearance, such employee shall be given an automatic leave of absence. Such employee shall not be paid and shall not accumulate seniority during such leave. Should an Employee have a driver's license suspended and the work in such employee's classification requires driving a vehicle, such employee will be transferred to an equal or lower-paying job that such employee is qualified to perform if there is such work available and required to be performed. If no such work is available and required, such employee, shall be laid-off until again qualifying to drive a vehicle, or until making satisfactory alternative arrangements for transportation as may be required in the job of such employee. During such layoff, the employee will not accumulate further seniority. Further offences may result in disciplinary action up to and including discharge.

### **17.8 Reservist Leave**

- a) Any employee who is absent for reservist service shall be granted by the Employer a leave of absence without pay and without loss of seniority for their term of reservist service.

It is further understood that an employee requesting a Reservist Leave must supply an official document confirming deployment date(s).

The Employer shall advise the Union President and National Representative in writing the name of any bargaining unit employee granted a Reservist Leave.

- b) When an employee is directed to report to a military hospital for observation, examination, or treatment, in connection with a disability sustained as a result of military service, the Employer shall consider this as qualifying for any sick leave pay available for such employee for such period of absence less any allowance or gratuity, other than for transportation and meals, received by the employee for such purposes from the Department of Veteran's Affairs. Such employee shall be required to present a Department of Veteran's Affairs chit for the amount of time detained.
- c) The Employer may grant a leave of absence without pay and without loss of

seniority to any employee requesting such leave. All such requests must be in writing to the immediate supervisor (non-union) outlining the reason for the request and are to be replied to in writing and are to be approved by the Employer before such leave is taken. Leaves must be taken for the purposes requested.

## **17.9 Jury Duty**

An employee called for jury duty or as a subpoenaed witness shall advise the immediate Supervisor (non-union) and shall be paid by the Employer at such employee's basic rate for all such time spent, and such employee shall turn over to the Employer the full amount of the payment received for such jury or subpoenaed witness duty, exclusive of travel, meal and other expenses for which such employee is reimbursed.

## **17.10 Bereavement Leave**

- a) Full-time and part-time employees will be granted three (3) consecutive working days bereavement leave upon the death of an immediate relative which shall mean the employee's spouse, child, sister, brother, parent, parent-in-law, grandparent, spouse's grandparent, son-in-law, daughter-in-law, or grandchild. Such leave shall be completed by the end of the third (3<sup>rd</sup>) working day following the funeral.

The following definition of spouse will be used to determine the entitlement of employees who are in "common-law" relationships, to compassionate leave in the event of the death of any of the individuals listed above.

"Spouse" shall be defined as an individual of the same/opposite sex with whom the employee is not married, but has cohabitated,

- i) continuously for a period of not less than one (1) year, or
  - ii) in a relationship of some permanence, if they are the natural or adoptive parents of a child.
- b) Full-time and part-time employees will be granted two (2) consecutive working days compassionate leave on the death of an employee's brother-in-law, sister-in-law, aunt, uncle, niece, or nephew. Such leave shall be completed by the end of the second (2<sup>nd</sup>) working day following the funeral.
  - c) Full-time employees will be granted one-half (1/2) day's leave without loss of wages to attend the funeral of a fellow CAMHS employee with whom the employee worked on a regular basis.

## **17.11 Education Leave**

- a) A leave of absence without pay, for the purpose of furthering professional career

development, may be granted at the discretion of the Employer on written application by the employee to the CEO or designate provided such leave of absence relates to the employee's work with the Employer.

- b) Leave of absence without loss of regular earnings from regularly scheduled hours for the purposes of attending workshops or seminars to further professional career development related to the employee's work with the Employer, may be granted at the discretion of the Employer upon advance written application by the employee to the CEO or designate.

## **ARTICLE 18 - MAJOR CHANGE IN WORK METHODS**

**18.1** When a technological change is to be made which will or may result in the layoff of an employee or which will adversely affect their wage rate, the Employer agrees the Labour/Management Committee will meet with the Employer to discuss its implications before implementation. If agreement is not reached, the matter may be subject to a grievance or arbitration.

**18.2** a) In the event that the Employer introduces new work methods or equipment which require new or greater skills than those possessed by persons employed in any operations or jobs so affected, the Employer agrees to meet with the Labour/Management Committee to discuss on-the-job training or after-hours training or study courses which will be arranged for such employees. It is understood that the Employer shall only be obliged to pay for time spent during normal working hours engaged in any such on-the-job training program and that the Employer is entitled to select the employee or employees eligible for such program from among the employees so affected by the change in work methods or introduction of new equipment.

Where there are no employees having the requisite experience, capacity, and academic background to receive such training then, and in such case, the Employer may hire a new employee or employees for the work in question. The Employer shall reimburse the designated employee or employees only upon successful completion of any such required training program or study course for the cost of tuition and textbooks but not for time which may be spent outside of normal working hours engaged in such program.

- b) The Employer will reimburse an employee in accordance with Agency policy for approved costs incurred by the employee, in taking a night course or correspondence course that has been approved by the Employer. Approved costs include tuition fees and the cost of textbooks and are payable upon successful completion of the course. If an employee's application for approval is denied, the employee shall be given the reason in writing. However, the Employer's decision shall be final and binding and shall not be the subject matter of any grievance.

**18.3** An employee who is assigned to perform the normal duties of a higher paying classification in excess of ½ a day shall be paid the rate of pay next higher in the salary range for the assigned position for all such consecutive work performed.

## **ARTICLE 19 - GENERAL**

- 19.1**
- a) The Union will keep the Employer informed, in writing, of the names and addresses of all of its officers, stewards, and committee members.
  - b) The Employer will keep the Union informed, in writing, of the names of any supervisory staff who are concerned with the administration of this Collective Agreement.

### **19.2 Travel**

- a) The Employer will pay mileage for distances driven by an employee in the employee's own vehicle while on Agency business that has been approved by the employee's supervisor. To be clear, the employee will not receive mileage for distances travelled from the employee's home to the employee's assigned work location.
- b) Employees approved for a leave of absence as per Article 17.11 will not be reimbursed for use of their personal vehicles, mileage, or public transportation.
- c) Effective April 1, 2019, the Employee will be reimbursed forty-seven (47) cents per kilometre.

**19.3** This Collective Agreement constitutes the entire Collective Agreement between the parties and supersedes and replaces all previous agreements and practices both written and oral.

### **19.4 Job Security**

Employees who have seniority as of the signing of the Collective Agreement shall not lose their jobs as a direct result of the contracting out, after that date, of any of the services of the Employer.

### **19.5 Printing of Agreement**

The Employer shall arrange for the typing and distribution of sufficient copies of this Collective Agreement within thirty (30) calendar days of signing. The cost associated with the printing of the Collective Agreement shall be shared equally by the parties.

## **19.6 Tools**

The Employer will provide all equipment and supplies necessary for employees to perform their duties.

## **ARTICLE 20 - WAGES & SALARIES**

- 20.1** Attached to this Collective Agreement and forming an integral part thereof shall be Schedule "A", setting forth wage rates, classifications, job numbers, and job titles. Employees who work less than the normal hours of work shall accumulate seniority and wages in direct proportion to the time worked in relation to a full-time employee's normal hours of work from the time the employee last entered the service of the Employer.
- 20.2** For the same period of time, an employee shall not receive payments under more than one provision of this Collective Agreement except for shift premium and overtime, and with the understanding that payment of regular wages for time worked on any holiday shall not exclude payment for such holiday.
- 20.3** For hours worked up to and including the second Saturday, an employee shall be paid on the Thursday following the pay period of every second week. By each payday, each employee shall be electronically provided with an itemized statement of wages and deductions.

## **ARTICLE 21 - OCCUPATIONAL HEALTH & SAFETY**

- 21.1** The Employer and the Union acknowledge their responsibilities to promote a safe and healthful working environment for all employees.
- 21.2** The Employer and the Union shall co-operate in continuing education and training which will afford every reasonable protection to employees.
- 21.3** The Union and the Employer agree that the minimum standards acceptable for health and safety are those established in *The Occupational Health & Safety Act*, as amended from time to time.

## **ARTICLE 22 - CLOTHING & PROTECTIVE WEAR**

- 22.1** The Employer shall supply all necessary protective clothing, devices, and supplies without expense to the employees.

## **ARTICLE 23 - HOURS OF WORK**

- 23.1** The regularly scheduled workweek shall be Monday through Friday inclusive. The AMOT program's regularly scheduled workweek shall be Sunday to Saturday. The regularly



scheduled workday shall be as scheduled at the time of signing this Collective Agreement. Nothing in this article shall be construed to be a guarantee of or a limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules. However, before any change is made in the starting and stopping time or new shifts are established, there will be prior notice to and discussion with the Union.

- a) When regular shifts are instituted, an employee shall receive a premium of sixty-seven cents (\$0.67) per hour for all hours worked if the majority of the hours of the shift are worked between 1630 and 0700 hours.
- b) The hours of work for all part-time employees will be as determined by the Employer. A part-time employee will be eligible for overtime rates of pay only after working the normal daily/weekly hours of work equivalent to a full-time employee.
- c) AMOT employees shall receive at least twelve (12) hours off between shifts.

**23.2** All time worked before or after the regular workday, the regular workweek, or on a holiday shall be considered overtime.

**23.3** Overtime shall be reimbursed at the following rates:

- a) in excess of a regularly scheduled, full-time worked day - time and one-half (1½)
- b) in excess of a regularly scheduled, full-time worked week - time and one-half (1½) (excluding pick up days for AMOT schedule)
- c) on a Sunday - double (2X) time (excluding AMOT).

There shall be no pyramiding with respect to any of the premiums payable under the provisions of this Collective Agreement. For purpose of clarity, an employee who is required to work in excess of their regular scheduled, full-time workweek shall receive overtime premium of time and one-half (1½) except on a Sunday where an employee (excluding AMOT) will receive overtime premium at double (2x) time.

**23.4** a) A full-time employee shall be compensated for overtime, either at time and one-half (1½) or double (2x) time as set out in Article 23.3 above, either by being paid for it or by taking lieu time off.

Time off in lieu of overtime pay shall be taken as requested by the employee, subject to the requirements of the Department.

- b) Payment for overtime will be at the rate at which such overtime was earned.
- c) Part-time employees shall be paid for all overtime worked either at time and one-half (1½) or double (2x) time as set out in Article 23.3.

- d) An employee who has taken banked time off a total of seventy (70) hours in a fiscal year shall be notified that they have reached the maximum number of hours that can be banked and shall automatically be paid for all overtime worked thereafter in the fiscal year at the appropriate premium rate.
- e) An employee who has overtime in their overtime bank as of March 31<sup>st</sup> of any fiscal year shall be paid out in the following pay period at the basic rate at which such overtime was earned.
- f) Overtime and lieu time must be authorized by the employee's supervisor or designate.
- g) On retirement or death, the Employer shall pay accumulated overtime to either the employee or the employee's beneficiary or the employee's estate.

**23.5** Employees shall receive a fifteen (15) minute rest period in each half of an eight (8) hour shift.

Employees shall receive a total of forty-five (45) minutes of rest periods during an extended (12 hour) shift, subject to the exigencies of client care.

**23.6** Overtime shall be shared as equitably as possible among those employees who are usually engaged in the operation involved, and who are willing to participate in the said overtime work.

**23.7** a) Employees who are required to attend meetings, conferences/education outside of the counties of Haldimand and Norfolk, on behalf of the Employer shall be entitled to reimbursement for reasonable food costs of up to \$10.00 for lunch or up to \$20.00 for dinner upon the production of receipts for such food expenditures. No reimbursement shall be provided unless supported by a receipt. Other situations will be dealt with in accordance with the policies of the Employer.

b) When a full-time employee is required to work overtime in excess of three (3) hours beyond the normal workday, they shall receive reimbursement for meal expense upon submission of an original receipt to a maximum of eight (\$8.00) dollars.

c) If the Employer increases meal allowance beyond those established above, the higher meal allowance(s) will apply.

**23.8 Call-In**

A full-time employee who is called to return to work outside of their regularly scheduled hours, shall be compensated at double time (2x) their regular rate for time worked or a minimum of four (4) hours pay at their regular rate, whichever is greater.

**23.9** When it is agreed between the Employer and employee, the employee may provide services outside of the regularly scheduled workday, the employee will either adjust their weekly schedule accordingly in conjunction with their Manager or designate to ensure the employee's regular weekly hours are not exceeded or will receive time off in lieu at a ratio of 1:1.

Lieu time off shall be taken in accordance with Article 23.4 of the Collective Agreement.

**23.10** Requests for changes in AMOT employee's posted schedule must be submitted in writing by the employee willing to exchange days off or shifts and must be approved by the Clinical Services Manager of their designate. The exchange shall not in any event result in premium or overtime payment. The exchange must be made during the period of time covered by the posted work schedule.

## **ARTICLE 24 - PENSION PLANS**

**24.1** The Employer shall subscribe as required by and to the following pension plan:

- i) Healthcare of Ontario Pension Plan (HOOPP) – The Employer and the employee shall make contributions in accordance with the provisions of HOOPP, and employees shall retire in accordance with the terms of said plan.
- ii) The following clause is applicable to full-time employees only.

All present employees enrolled in the Employer's pension plan shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enroll in the plan when eligible in accordance with its terms and conditions.

**24.2** For part-time employees who are eligible to participate in the Healthcare of Ontario Pension Plan, the Employer, and the employee shall make contributions in accordance with the provisions of HOOPP, and the employee's percentage contributions will be deducted from the percentage in lieu of benefits provided for in Article 27.5.

## **ARTICLE 25 - VACATIONS**

**25.1** Vacations with pay are earned through continuous past service. It shall be the duty of the Employer to receive requests for vacation periods, and with the employee, to arrange suitable dates, taking into account seniority wherever possible, where the efficiency of the organization will not be impaired thereby in the opinion of the Executive Officer.

Vacation entitlement shall be measured as of the employee's anniversary date each

year:

- a) For the first 12 months of employment, an employee shall be eligible for vacation in accordance with the following formula: annual vacation days times the number of months worked divided by twelve (12).
- b) All employees with one (1) year of continuous service but less than ten (10) years of continuous service as of the employee's anniversary date shall be entitled to an annual vacation of four (4) weeks with pay at their regular straight-time hourly rate.
- c) All employees with ten (10) years of continuous service but less than fifteen (15) years of continuous service as of the employee's anniversary date shall be entitled to an annual vacation of five (5) weeks with pay at their regular straight-time hourly rate.
- d) All employees with fifteen (15) years or more of continuous service as of the employee's anniversary date shall be entitled to an annual vacation of six (6) weeks with pay at their regular straight-time hourly rate.

**25.2** Part-time employees will be paid four percent (4%) of their wages in each fiscal year as vacation pay. Such amounts will be paid at the end of the fiscal year and will not be calculated with reference to any vacation pay already paid.

- 25.3**
- a) An employee may not change their authorized vacation time without receiving prior written approval of their Supervisor.
  - b) The parties agree that annual vacation is intended to be taken in total each **fiscal** year. A maximum of five (5) days may be carried over to the end of the next vacation year, provided that the employee provides the Employer with written notice of such intention by March 1<sup>st</sup>. Vacation time not taken and not carried over will be paid out at the end of the fiscal year.

**25.4** Upon termination of employment or retirement, a full-time employee shall be entitled to vacation pay earned from the beginning of the fiscal year to the date of termination or retirement, less vacation pay already received in that fiscal year.

**25.5** If a full-time employee is absent without pay for a period of thirty (30) calendar days or longer then such employee's vacation entitlement in the year in which the unpaid absence occurs shall be reduced in proportion to the number of working days lost during such absence.

**25.6** Upon the death of a full-time employee, the Employer shall pay vacation pay earned to the date of death less the amount used in that year and less statutory deductions to the employee's estate.

**25.7** A full-time employee who terminates in a calendar year after having taken vacation will be required to pay back to the Employer any amount of vacation paid in advance over and above the amount owing to such employee on the basis of service.

**25.8** A full-time employee who qualifies for sick leave requiring hospitalization during vacation shall not have a deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date at a time convenient to the requirements of the Employer with the wishes of the employee given full consideration.

For the purpose of this clause, the word "hospitalization" shall be deemed to include a period of a minimum of four (4) days when the employee, although not actually admitted to hospital, is incapacitated for medical causes. Any such claimed incapacity must be substantiated by a doctor's certificate.

**25.9** By February 15<sup>th</sup>, each Department shall post a list and the full-time employees shall indicate by March 1<sup>st</sup>, the vacation period they wish. The General Manager or designate shall then set the vacation period taking into account the wishes of the employees on the basis of seniority, subject to Article 25.2 above.

On the basis of seniority as set out in Article 13.1 vacations are to be scheduled in accordance with the requirements of the Department. If two (2) or more full-time employees request the same vacation dates, and if not all requests can be accommodated, then seniority shall govern, with the most senior full-time employee in the Department having first choice.

## ARTICLE 26 - RECOGNIZED HOLIDAYS

**26.1** The following holidays are recognized:

New Year's Day  
Family Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

and any day proclaimed by the Federal, Provincial or Municipal Government.

**26.2** a) When any of the above holidays falls on a Saturday or Sunday, for employees on the regular Monday to Friday workweek schedule, the Friday preceding or the Monday succeeding such holiday shall be designated by the Agency as the day of observance of such holiday, and it is agreed that any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday.

b) AMOT staff will observe the recognized holiday on the day it falls in the calendar.

**26.3** If a recognized holiday occurs during a full-time employee's vacation period, such employee shall be granted another vacation day off with pay in lieu thereof at a time convenient to the requirements of the Employer with the wishes of the employee given full consideration.

In cases where an employee is assigned the duties and responsibilities of a higher paying classification, for a minimum of one (1) week, and a recognized holiday falls within such one (1) week period, that is to say, not the first day or last day of such assignment, the employee shall receive the applicable rate for the higher paying classification for the recognized holiday.

**26.4** A full-time employee on the seniority list and presently actively employed and on the payroll shall receive pay at basic rate/daily salary as set out in Schedule "A" times regularly scheduled daily hours for each holiday listed in this article if:

a) The full-time employee works their scheduled shift immediately preceding and succeeding the recognized holiday unless the absence is the result of personal illness or accident in which case the Employer may require verification by a

medical doctor's certificate as to the illness or accident.

- b) The full-time employee who has been recalled must work the day before and the day after the holiday since returning to work and is not entitled to a recognized holiday between the date of layoff and the return to work.
- c) For part-time employees the entitlement to pay on any of the aforementioned recognized paid holidays shall be subject to the following qualifying conditions:
  - i) In accordance with the *Employment Standards Act of Ontario*: The total amount of regular wages and vacation pay payable to the employee in the four (4) workweeks before the workweek in which the public holiday occurred, divided by 20.

**26.5** The Employer may require an employee to work on a holiday. An employee who is scheduled to work on the day a recognized holiday is observed by the Employer shall receive:

- a) in addition to the pay provided for under Article 26.4, double (2X) basic hourly salary times all hours worked on holidays listed in this article; or,
- b) no payment under Article 26.4 if the employee does not report for work and does not have a reason satisfactory to the Employer for not so reporting.
- c) AMOT employees who are scheduled to work on any of the recognized holidays shall be paid at the rate of time and one half (1½) for all hours worked on such holiday.

## **ARTICLE 27 - BENEFIT PLANS**

### **27.1 a) Extended Health Care - Full-Time Employees Only**

A full-time bargaining unit employee may participate in the Extended Health Care and Hospital Plan that was in force on and after October 1, 2008.

For employees hired on or after December 18, 2013, the Extended Health Care Plan will have a co-insurance factor of 80/20 whereby the employee will be required to pay 20% of the applicable costs.

### **b) Group Life Insurance and Accidental Death and Dismemberment**

A full-time bargaining unit employee shall participate in the Group Life Insurance and Accidental Death and Dismemberment Plans that were in force on and after October 1, 2008.

For employees hired on or after December 18, 2013, the Group Life and Accidental Death and Dismemberment Insurance Plan will have a co-insurance factor of 80/20 whereby the employee will be required to pay 20% of the applicable costs.

c) **Long-Term Disability**

A full-time bargaining unit employee shall participate in the Long-Term Disability Plan that was in effect on and after October 1, 2008. The Employer will pay one hundred (100%) percent of the premium cost for such coverage. Such coverage is sixty-six and two-thirds (66 2/3%) percent of monthly earnings to a maximum of eighteen hundred (\$1,800) dollars per month.

For employees hired on or after December 18, 2013, the Long-Term Disability Plan will have a co-insurance factor of 80/20 whereby the employee will be required to pay 20% of the applicable costs.

d) **Dental Plan**

A full-time bargaining unit employee may participate in the Dental Plan in force on and after October 1, 2008.

- e) Extended Health Care and Dental coverage will be offered to active full-time employees over the age of sixty-five (65). The Ontario Drug Benefit (ODB) for senior citizens will become the first payer for all eligible drug claims. Long-Term Disability benefits will not be available to active full-time employees over age sixty-five (65) and Life insurance coverage shall terminate for active full-time employees at the age of seventy (70).

For employees hired on or after December 18, 2013, the Dental Plan will have a co-insurance factor of 80/20 whereby the employee will be required to pay 20% of the applicable costs.

f) **Vision Care Benefit**

Effective April 1, 2019, the current benefit provision will increase from \$250.00 to \$300.00, as per the current conditions. It is agreed that \$50.00 of the \$300.00 may be used towards an approved eye examination.

Effective April 1, 2021, the current benefit provision will increase from \$300.00 to \$350.00 as per the current conditions. This amount includes an approved eye examination.

Effective April 1, 2022, the current benefit provision will increase from \$350.00 to \$400.00 as per the current conditions. This amount includes an approved eye examination.





enrolled in HOOPP the percent in lieu of sick leave and health and welfare benefits will be reduced to six and one-half percent (6 ½%).

## **ARTICLE 28 - SICK LEAVE PROVISIONS** *(Full-time Employees Only)*

### **28.1 Sick Leave Credit Schedule**

A full-time employee is entitled to a sick leave credit plan according to the following schedule:

- a) one and one-half (1½) days per month for each unbroken month of service while an employee of the Corporation, or;
- b) where a full-time employee is absent from employment for a period in excess of five (5) working days in a calendar month, the sick leave credit referred to in subsection (a) shall be allowed as follows:

| <u>Working Days Absent</u> | <u>Monthly Sick Leave Credit</u> |
|----------------------------|----------------------------------|
| 0-5 days inclusive         | 1½ days                          |
| 6-10 days inclusive        | 1 day                            |
| 11-15 days inclusive       | ½ day                            |
| 16 or more days            | Nil                              |

- c) Subsection (b) of this Article 28.1 shall not apply to a full-time employee who is:
  - i) absent due to attendance at any convention, education course, or similar activity sponsored or approved by the Corporation.
  - ii) requested to work different hours than those originally scheduled for that employee.
  - iii) on vacation.
  - iv) on a recognized holiday.
  - v) on approved leave of absence with pay.
  - vi) granted leave of absence in writing without pay by the Director or designate.
  - vii) on overtime off in lieu.
- d) Subsection (b) of this Article 28.1 shall apply to a full-time employee who is:
  - i) absent because of illness or non-compensable accident.
  - ii) absent because of quarantine by the Medical Officer of Health.
- e) The monthly sick leave credit accrues to a full-time employee on the first (1<sup>st</sup>) day of the calendar month next following the month during which employment commenced. The credit shall be accrued subject to the conditions set out in Article

28.1 (b).

- f) Unused sick leave shall accumulate at one hundred (100%) percent on the first (1<sup>st</sup>) day of the month following each completed calendar month of service to a maximum of 378 days.
- g) The number of days or half-days for which a full-time employee receives sick pay shall be deducted from their cumulative sick leave credits. Only regular assigned working days form a part of an illness period and only such working days shall be charged against a full-time employee's cumulative sick leave credit.
- h) Full-time employees who qualify for sick leave credit are entitled to sick leave at their standard normal daily rate of salary. Overtime or any other additional remuneration shall not be included in the calculation of sick leave allowance.

## **28.2 Sick Leave Allowance**

A full-time employee shall utilize sick leave allowance for absence from employment caused by:

- a) personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control, provided that in the instance of an employee in receipt of an award under the Workplace Safety & Insurance Board, such employee shall be excluded from utilizing sick leave allowances except as provided elsewhere in this article.
- b) exposure to contagious disease that in the opinion of an attending physician of health might endanger the health of other employees by the attendance on duty.

## **28.3 Sick Leave Procedure**

Payments from cumulative sick leave credit shall be subject to the following conditions:

- a) A full-time employee shall, on the first (1<sup>st</sup>) day or part of a day of illness, report or cause to report such illness to the immediate Supervisor (non-union). Such reporting shall be in accordance with the Department rules governing reporting for work.
- b) A full-time employee who fails to report as outlined in subsection (a) of this Article 28.3 shall be considered as absent without leave and shall not be paid for this absence unless a reason is given that is acceptable to the Employer.
- c) A full-time or part-time employee shall file with the immediate Supervisor (non-union) or designate a doctor's certificate:
  - i) after one (1) day of absence if deemed necessary and if so requested in

- advance in writing;
  - ii) for each and every absence immediately following a vacation period;
  - iii) for each and every absence on a day immediately prior to or after regular days off if deemed necessary, and if so advised in advance in writing.
- d) A full-time employee whose absence due to illness extends until after the third (3<sup>rd</sup>) regularly scheduled working day shall, as soon as practical upon returning to work, submit a doctor's certificate.
- e) A full-time employee whose absence due to illness extends to fourteen (14) consecutive working days shall, on the fourteenth (14<sup>th</sup>) day and for every fourteen (14) days thereafter file a doctor's certificate with the immediate Supervisor (non-union).
- f) A full-time employee failing to file a doctor's certificate as outlined shall be considered as being absent without leave and shall not be paid for this absence unless a reason is given that is acceptable to the Employer.

#### **28.4 Statement of Credit Balance**

The Employer shall provide, to each full-time employee, once each year, a statement of their own sick leave balance.

#### **28.5 Employment Insurance**

If and when this sick leave gratuity plan qualifies for any reduction in premiums payable for Employment Insurance, all such reductions shall accrue to the credit of the Employer and employees shall not be entitled to claim any portion of such reduction as a result of other benefits received.

#### **28.6 Workplace Safety & Insurance Board**

If a claim for Workplace Safety & Insurance Benefits is made by the Employer on behalf of a full-time employee, said full-time employee may, in return for turning over all monies received for said compensation, elect to receive full salary from the full-time employee's accumulated sick bank until such time as the claim is adjudicated in the full-time employee's favour. At such time, the full-time employee will be entitled to assign the Workplace Safety & Insurance benefits to the Employer in exchange for bi-weekly advances equivalent to the Workplace Safety & Insurance benefits entitlement. In addition, the qualifying full-time employee will be entitled to full restoration of the sick bank to the pre-accident amount.

#### **28.7 Recovery of Damages**

An employee who is absent by reason of injury caused by another person, whereby such employee's sick leave credits are reduced or exhausted and such employee

recovers damages by way of action or settlement from such other person for such loss of sick leave credits, may repay to the Employer a sum so as to restore such employee's sick leave credits to the position in which they were before the accident, computed according to the basic salary at that time.

## ARTICLE 29 - DURATION OF COLLECTIVE AGREEMENT

- 29.1** This Collective Agreement shall become effective on April 1, 2020 and shall remain in effect up to and including March 31, 2023 and shall continue and remain in effect thereafter for periods of one (1) year each unless either party gives the other notice in writing, in the period of three (3) months immediately preceding the termination date of this Collective Agreement or any annual term thereafter, of its desire to revise, modify or terminate this Collective Agreement.
- 29.2** Should either party give notice as provided for herein, the parties agree to meet within a period of fifteen (15) working days from the giving of such notice or within such further period as they may agree upon and they agree to bargain in good faith and make every reasonable effort to conclude a collective agreement.
- 29.3** The effectivity of any right or benefit set out in this Collective Agreement shall be as of the date of the signing of this Collective Agreement unless otherwise specified herein; and shall apply to employees employed during the term set out in Article 30.1, other than employees discharged for cause.

IN WITNESS WHEREOF the parties hereto have caused this Collective Agreement to be executed by their duly authorized officer and representatives.

Signed electronically this 5 day of July, 2021

For the Employer

S.J Irvine  
S.J Irvine (Jul 22, 2021 14:00 EDT)

Nancy Candy-Harding  
Nancy Candy-Harding (Jul 23, 2021 13:45 EDT)

For the Union

Jkhumalo  
Jkhumalo (Jul 5, 2021 15:31 EDT)

Darralynn Foster  
Darralynn Foster (Jul 6, 2021 09:57 EDT)

Alexandra Clarysse

D. M  
Dean Mainville (Jul 5, 2021 15:19 EDT)

## SCHEDULE "A"

| <b>Effective April 1, 2020 (1%)</b> |              |                     |                      |                      |                      |                      |
|-------------------------------------|--------------|---------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Classification</b>               | <b>Start</b> | <b>After 1 Year</b> | <b>After 2 Years</b> | <b>After 3 Years</b> | <b>After 4 Years</b> | <b>After 5 Years</b> |
| Division Assistant                  | \$18.88      | \$19.82             | \$20.76              | \$21.70              | \$22.65              | \$23.59              |
| Addiction Counsellor                | \$24.46      | \$25.70             | \$26.94              | \$28.14              | \$29.36              | \$30.59              |
| Mobile Outreach Worker              | \$20.14      | \$21.16             | \$22.15              | \$23.18              | \$24.19              | \$25.18              |
| Mobile Outreach Counsellor          | \$22.36      | \$23.59             | \$24.82              | \$26.04              | \$27.25              | \$28.47              |

| <b>Effective April 1, 2021 (1%)</b> |              |                     |                      |                      |                      |                      |
|-------------------------------------|--------------|---------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Classification</b>               | <b>Start</b> | <b>After 1 Year</b> | <b>After 2 Years</b> | <b>After 3 Years</b> | <b>After 4 Years</b> | <b>After 5 Years</b> |
| Division Assistant                  | \$19.07      | \$20.01             | \$20.96              | \$21.92              | \$22.88              | \$23.83              |
| Addiction Counsellor                | \$24.71      | \$25.96             | \$27.21              | \$28.42              | \$29.65              | \$30.90              |
| Mobile Outreach Worker              | \$20.34      | \$21.37             | \$22.37              | \$23.41              | \$24.43              | \$25.43              |
| Mobile Outreach Counsellor          | \$22.59      | \$23.83             | \$25.06              | \$26.30              | \$27.52              | \$28.76              |

| <b>Effective April 1, 2022 (1%)</b> |              |                     |                      |                      |                      |                      |
|-------------------------------------|--------------|---------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Classification</b>               | <b>Start</b> | <b>After 1 Year</b> | <b>After 2 Years</b> | <b>After 3 Years</b> | <b>After 4 Years</b> | <b>After 5 Years</b> |
| Division Assistant                  | \$19.26      | \$20.21             | \$21.17              | \$22.14              | \$23.11              | \$24.07              |
| Addiction Counsellor                | \$24.95      | \$26.22             | \$27.48              | \$28.70              | \$29.95              | \$31.21              |
| Mobile Outreach Worker              | \$20.54      | \$21.58             | \$22.59              | \$23.65              | \$24.68              | \$25.69              |
| Mobile Outreach Counsellor          | \$22.81      | \$24.07             | \$25.31              | \$26.56              | \$27.80              | \$29.04              |