

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 388**

and

Addiction Services Central Ontario

DURATION: April 1, 2022 – March 31, 2025



Sector 18
3-388-10421-20250331-18

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to secure for the Employer, the Union and the Employees, the benefits of orderly collective bargaining and to provide for effective operations. The purpose of this Agreement is also to provide for an on-going means of communications between the Union and the Employer and the disposition of grievances and the final settlement of disputes. It is recognized by this Agreement to be the duty of the Employer, the Union and the Employees to cooperate fully, individually and collectively for the advancement of the said conditions.
- 1.02 The parties to this Agreement also share a desire to improve the quality of the Employer's programs and services in support of clients and the public. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2 - SCOPE & RECOGNITION

- 2.01 The Employer recognizes the Union as the sole exclusive bargaining agent for all employees of Addiction Services Central Ontario, in the Regional Municipality of York, save and except students, supervisors and those above the rank of supervisor.
- 2.02 (a) When used in this Agreement, the term "Employee" or "Employee(s)" means only those employees in the bargaining unit described in Article 2.01.
- (b) The term "students" set out in 2.01 means those individuals employed in connection with funding for the employment of youth or students, including post-secondary.
- 2.03 **Volunteers and Students**
- (a) The Employer shall be permitted to use unpaid volunteers in its operations. Volunteers shall be permitted to perform work that is normally performed by members of the bargaining unit. Volunteers are not intended to replace bargaining unit Employees nor shall any layoff or reduction in hours of work result from the participation of a volunteer.
- (b) The Union recognizes the Employer's right to provide placements to students who are not employees of the Employer and who do not receive remuneration in connection with the education ("**Unpaid Student Placements**"). Unpaid Student Placements are permitted to perform work that is normally performed by members of the bargaining unit. Unpaid Student Placements are not intended to replace bargaining unit Employees,

nor shall any layoff or reduction in hours of work result from an Unpaid Student Placement.

Where a bargaining unit Employee supervises and mentors an Unpaid Student Placement, the Employer will:

- (i) inform the Employee in writing of their responsibilities in relation to supervising and mentoring;
 - (ii) provide the Employee with guidance as to the nature of the training that the Employees are expected to deliver to the Unpaid Student Placement;
 - (iii) provide the Employee in writing with information provided to the Employer by the educational institution with respect to the skill level of the Unpaid Student Placement.
- (c) Students and volunteers are not considered Employees and are not subject to the terms and conditions of this Collective Agreement.
- (d) Employees may be eligible to supervise an individual conducting an Unpaid Student Placement. No Employee shall be required to supervise an individual conducting an Unpaid Student Placement. Any Employee who volunteers to supervise an Unpaid Student Placement shall not receive any additional compensation or premium pay.

2.04 **Contract Employees**

- (a) Contract employees may be hired for a specific term where the Employer receives a fixed amount of funding for a fixed-term contract employee not to exceed thirty-six (36) months, to perform a special project not to exceed thirty-six (36) months, or to temporarily replace an Employee who will be on an approved leave of absence, is absent due to a workplace injury or illness, is on sick leave, or on long-term disability ("**Contract Employee**"). The Employer will inform the Union of the circumstances giving rise to the vacancy prior to the position being posted.
- (b) A Contract Employee is not entitled to the following rights and privileges of this Agreement:
 - (i) all those rights and privilege under Article 12 (Layoff & Recall); and
 - (ii) all those rights and privileges under Article 24 (RRSP Contribution).
- (c) Should the duration of the fixed-term contract exceed thirty-six (36) months, the position shall be posted as a permanent position in accordance with this

Agreement, except for a Contract Employee who is employed to temporarily replace an Employee who is on an approved leave of absence, is absent due to a workplace injury or illness, is on sick leave, or on long-term disability.

- (d) For clarity, a Contract Employee who is employed on successive fixed-term contracts that do not relate to the same special project or temporary replacement contract may be employed for a duration of more than thirty-six (36) months, without the position(s) that the Contract Employee occupies needing to be posted as permanent.
- (e) The Union and the Employer agree to discuss the use of fixed-term contracts that may exceed thirty-six (36) months where the Employer receives one-time, fixed funding that is for a duration of more than thirty-six (36) months.
- (f) After the Probationary Period, the Employer shall be permitted to terminate the employment of a Contract Employee without cause if:
 - (i) there has been a reduction in funding;
 - (ii) there has been a reduction in work; or
 - (iii) the Employee, who is on an approved leave of absence for whom the Contract Employee temporarily replaced, returns to work on a date before the end of the fixed-term,

provided that the Employer provides the Contract Employee with all of their entitlements on termination in accordance with the ESA.

- 2.05 There shall be no written or verbal agreements with any Employees that are contrary to this Collective Agreement without the consent of the Union.
- 2.06 The Union will supply the Employer with the names of its local president, stewards and staff representative. Likewise the Employer shall supply the Union with a list of its managerial personnel with whom the Union may be required to consult with.
- 2.07 The Employee(s) shall have the right at any time to have the assistance of representatives of the Ontario Public Service Employees Union when dealing or negotiating with the Employer.

ARTICLE 3 – DEFINITIONS

- 3.01 The following capitalized terms that appear throughout the Agreement shall have the meaning set out below:
- (a) “**ESA**” means the *Ontario Employment Standards Act, 2000*, as amended from time to time.
 - (b) “**Full-Time Employee**” means an Employee who is regularly scheduled to work 35 hours per week, excluding meal breaks.
 - (c) “**Part-Time Employee**” means an Employee who is regularly scheduled to work less than 35 hours per week, excluding meal breaks.
 - (d) “**Working Day(s)**” shall include any day in which the Employee is scheduled to work.
 - (e) “**Job Category**” is the term used to describe the type of work performed (e.g. “Addictions Counsellor”).
 - (f) “**Job Classification**” is the term used to describe the specific role(s) within the Job Category (e.g. Addictions Counsellor 1, Addictions Counsellor 2, etc.)
- 3.02 Other capitalized terms that are defined in specific Articles throughout the Agreement shall have the meaning set out therein and wherever else referenced in the Agreement.
- 3.03 Throughout the Agreement, where the singular is used it will also be deemed to mean the plural within the appropriate context. Uses of “they” and “their” will also be deemed to include singular references.

ARTICLE 4 - NO DISCRIMINATION & RELATIONSHIP

- 4.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either party because of an Employee’s membership, non-membership or activity in the Union.
- 4.02 (a) The Employer and the Union are committed to building and preserving a safe, productive and healthy working environment for the Employees based on mutual respect. The Employer and the Union strictly prohibit any acts of workplace violence or workplace harassment, as defined under the *Occupational Health and Safety Act* (Ontario) and the *Human Rights Code* (Ontario). The Employer and the Union prohibit retaliation against any person who reports workplace violence or workplace harassment in accordance with the *Occupational Health and Safety Act* (Ontario) and the *Human Rights Code* (Ontario).

- (b) Upon receipt of a complaint of discrimination, harassment or bullying by an Employee against their immediate supervisor, the Employee may request temporary alternate supervision until such time as the complaint has been investigated, and the results of the investigation are communicated to the complainant. The Employer shall consider that request.
- 4.03 The Union agrees that, during the operation of this Agreement, there will be no strike, slowdown, or stoppage of, or any other interference with, work or operations, either complete or partial. The Employer agrees that, during the operation of this Agreement, there will be no lock-out of Employee(s).
- 4.04 The Employer shall have the right to discharge or otherwise discipline Employee(s) who take part in or instigate any strike, slowdown, stoppage of, or any other interference with, work or operations, either complete or partial, contrary to Article 4.03 of this Agreement or contrary to the *Labour Relations Act, 1995* (Ontario).
- 4.05 The Employer, Employees and the Union agree that there shall be no discrimination or harassment against any Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability (as such terms are defined in the *Human Rights Code* (Ontario)) and any other protected ground of discrimination set out in the *Human Rights Code* (Ontario).
- 4.06 The Employer and the Union shall not disclose the Personal Information of an Employee to a third-party except as may be required by law or with the consent of the Employee. “**Personal Information**” is defined as information about an identifiable individual but does not include business contact information of an individual or information about an individual that is publicly available.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes and acknowledges that the management of the Employer's operation and the direction of the working forces are fixed exclusively in the Employer, and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:
 - (a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations, policies, protocols, guidelines, practices and procedures to be observed by its Employees, discipline or discharge Employees, provided that a claim that an Employee who has acquired seniority has been disciplined or discharged without just cause may be the subject of a grievance as herein provided in this Agreement;

- (b) select, hire, transfer, assign to shifts, assign to location, schedule, promote, demote, classify, layoff or recall Employees, select Employees for positions excluded from the bargaining unit;
- (c) assign work, determine the location of operations, and their expansion or their curtailment, the direction of working forces, the contracting out of work subject to the terms of this Agreement, the schedules of operations, the number of shifts, the scheduling of shifts, the location at which employees must work, determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job classifications; change, combine or abolish job classifications; determine the qualifications of an Employee to perform any particular job, the nature of tools, equipment and resources used and to use new or improved methods, equipment and resources, change or discontinue existing tools, equipment, resources or processes; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require Employees to work overtime; the determination of financial policies, including general accounting procedures and sponsorship and funder relations;
- (d) establish and administer tests for the purpose of assisting the Employer in determining the qualifications and assessing the qualifications of a: (1) prospective Employee, (2) an Employee applying for a new job classification or job category, and (3) assessing an Employee during their Probationary Period;
- (e) have sole and exclusive jurisdiction over all operations, equipment and Employees.

5.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement. The express provisions of this Agreement constitute the only limitations on the Employer's rights.

ARTICLE 6 - UNION REPRESENTATION

6.01 Union Stewards

- (a) The Employer agrees to recognize up to four Union Stewards to be elected or appointed from amongst Employees in the bargaining unit for the purpose of handling grievances and other Union business as provided under this Collective Agreement. The Union will endeavour to elect or appoint one Union Steward whose home work location is the Employer's main office.
- (b) The Union will inform the Employer, in writing of the names of the Union Stewards and of any subsequent changes and the Employer will not be

required to recognize such Union Stewards until notification from the Union has been received.

- (c) The Union acknowledges that the Union Stewards have regular duties to perform on behalf of the Employer.
- (d) The Union Stewards shall not leave their work to investigate or process any grievances or to engage in any other union activity related to the Collective Agreement without the prior consent of the Union Steward's immediate supervisor(s). If the Union Steward's immediate supervisor(s) is not available, the Union Steward shall obtain consent from Human Resources,
- (e) Union Stewards shall not be unreasonably denied paid time to investigate or process any grievances or to engage in any other Union activity related to the Collective Agreement.
- (f) A Union Steward shall be given 20 minutes during work hours to greet and provide union information to new Employees hired into the bargaining unit at a time mutually convenient to the Union Steward and the Employer.
- (g) At grievance meetings and any other meeting where Union representation is required by the Collective Agreement, the Employee is entitled to be assisted by a single Union Steward and a Union staff representative, when necessary.

6.02 Bargaining Committee

- (a) The Employer recognizes that the Union may elect or appoint a bargaining committee consisting of up to three (3) bargaining unit members.
- (b) The Employer is prepared to provide up to three (3) Employees on the Union's bargaining committee with a regular day's pay when the Employee is engaged in collective bargaining negotiations with the Employer on a day that would normally be the Employee's work day, up to a maximum of fifteen (15) days of bargaining. If collective bargaining negotiations take place on a day that would not normally be the Employee's work day, the Employee will not receive a regular day's pay.
- (c) Either party may utilize additional resource staff for collective bargaining negotiations as may be required.
- (d) The Employer shall not unreasonably deny members of the Union's bargaining committee with union-paid leave for training and preparation of union demands.

6.03 Labour-Management Committee

- (a) The Employer recognizes two (2) bargaining unit members elected by the bargaining unit membership for the purposes of serving on a Labour-Management Committee (the "**LMC**"). The LMC shall also include two (2) representatives of the Employer.
- (b) The LMC shall meet quarterly or more or less frequently upon the agreement of both the Union and the Employer. The LMC shall discuss any issues of mutual concern in the workplace, including items pertaining to the Collective Agreement. Active grievances filed on behalf of individuals shall be excluded from discussion at the LMC.
- (c) Union members of the LMC shall receive their regular rate of pay for attending LMC meetings.
- (d) The OPSEU staff representative shall serve as a resource to the Union LMC membership, as required. The Employer shall also be permitted to retain resources as it requires.
- (e) Minutes of the LMC meeting(s) shall be taken by the Employer and approved at the next LMC meeting.
- (f) The parties agree to give notification of agenda items five (5) business days in advance of the LMC meeting.
- (g) There shall be two Chairpersons of the LMC, one representative from the Union members and one representative of the Employer.
- (h) Any additional terms of reference for the LMC shall be determined by the Committee, on agreement of all members of the LMC.

6.04 Elected OPSEU Leadership

When an Employee is elected as an OPSEU Executive Board Member, Executive Officer, Divisional Sector Leadership, Membership Development Trainee, or Local Executive Member, the Employee may be granted a union-paid leave of absence for the time required to exercise the duties of such an appointment. The operational needs and obligations of the organization shall be taken into account when the Employer receives a request for a leave of absence. The Employer agrees that the leave of absence shall not be unreasonably denied. The Employer will be provided with as much notice as possible and not less than 14 calendar days' notice.

6.05 Union Representation Where Employee Seeks Accommodation

The Employer shall notify the Union where accommodation is being provided to an Employee in accordance with the *Human Rights Code* (Ontario). The Employer agrees that, upon the request of an Employee seeking accommodation in accordance with the *Human Rights Code* (Ontario), the Employee shall have the right to representation by the Union including at return to work meetings, meetings with the insurance provider and/or the WSIB.

6.06 Bulletin Board

The Employer will provide a bulletin board for the purpose of the Union posting notices regarding meetings and other matters of Union business. All notices posted by the Union must be approved by the Union Local President or Unit Steward. The Employer has the right to remove any notices that it deems to be inappropriate.

ARTICLE 7 - UNION DUES

- 7.01 During the operation of this Agreement, the Employer shall deduct from the regular wages of each Employee in the bargaining unit, starting with the pay period after the Employee's date of hire, an amount equivalent to such union dues as may be designated by the Union from time to time. The Employer agrees to remit this amount to the First Vice-President/Treasurer of the Union at 100 Lesmill Road, Toronto, Ontario M3B 3P8, not later than the 15th day of each month following deduction. At the same time, the Employer shall provide a list of the names of each Employee, employee number and the amount that has been deducted. The list shall clearly indicate changes in employment status for promotion out of the bargaining unit, termination of employment and unpaid leaves of absence. This list may be either in hard copy or electronic copy.
- 7.02 The Employer agrees to include on the T4 slips of each Employee the annual total of union dues deducted and shall give it to each Employee for inclusion in their income tax return.
- 7.03 The Union will advise the Employer in writing of the amount of its regular dues. This amount will continue to be deducted until changed by further written notice to the Employer. The Union shall provide the Employer with at least 30 days' written notice of any change to the amounts to be deducted.
- 7.04 The Union will indemnify the Employer and save the Employer harmless against any and all claims, demands, suits and other forms of liability that may arise out of the deduction of union dues as herein provided.

ARTICLE 8 - GRIEVANCE PROCEDURE & MEDIATION

- 8.01 The purpose of this Article is to establish a procedure for the settlement of grievances. Any dispute involving the application, interpretation, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitral, or where the Employer has violated the law, may be made the subject of a grievance. Such grievance shall be submitted to the following grievance procedure, and efforts shall be made to resolve grievances as promptly as possible.
- 8.02 It is understood that an Employee has no grievance until they have first given their immediate supervisor the opportunity to resolve the Employee's complaint. Such complaint shall be brought to the attention of the immediate supervisor within fourteen (14) calendar days of the Employee becoming aware of the incident given rise to the complaint. The supervisor shall respond to the Employee within seven (7) calendar days of receiving the complaint. If the complaint is not resolved, the Union shall file a grievance within seven (7) calendar days of receiving the response from the supervisor in the following manner and sequent (the "Grievance Procedure"):

STEP 1

The Employee may file a grievance in writing with the Employer's Human Resources Department. The grievance must be signed by the Employee and a Union Steward and/or member of the Union's Local Executive Committee. The grievance shall state the nature of the grievance, including the Articles in the Agreement alleged to have been violated, the dates giving rise to the grievance, and the remedy sought. The Employer's Human Resources Department shall respond to the grievance, in writing, within seven (7) calendar days of the Human Resources Department receiving the grievance.

STEP 2

If the grievance is not resolved at Step 1, a meeting shall be held within fourteen (14) calendar days of the conclusion of Step 1 with the grievor, a Union Steward and/or union staff representative and a representative from the Human Resources Department at a mutually agreeable time. The representative from the Human Resources Department shall deliver the Employer's decision in writing seven (7) calendar days after the meeting.

8.03 Grievance of Dismissal or Suspension

An Employee who has been discharged or suspended from employment may claim that the discharge or suspension was without just cause and such claim shall be treated as a grievance if the written statement is lodged with the Employer within

fourteen (14) calendar days of the discharge or suspension. Such grievance shall commence at Step 2 of the Grievance Procedure.

8.04 Policy Grievance or Group Grievance

Either the Union or the Employer may initiate a policy grievance regarding the general application or interpretation of the Agreement beginning at Step 2 of the Grievance Procedure. A group of Employees with a common complaint may file a group grievance beginning at Step 2 of the Grievance Procedure. Such policy grievance or group grievance shall be filed within fourteen (14) calendar days of the Union becoming aware of the incident giving rise to the complaint. Any such policy grievance or group grievance may be referred to arbitration by either the Union or the Employer in accordance with this Agreement. The Union may not institute a grievance directly affecting a single Employee which the Employee could themselves institute at Step 1, and the regular Grievance Procedure shall not be by-passed.

8.05 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance Procedure within the time specified shall be deemed to have been withdrawn. However, time limits specified in the Grievance Procedure may be extended by mutual agreement, in writing, between the Employer and the Union.

8.06 The Employee has a right to be accompanied and represented by a Union representative (i.e. a steward and/or the Union staff representative) at all meetings in the Grievance Procedure.

8.07 All agreements reached under the Grievance Procedure between the representatives of the Employer, the representatives of the Union and the grievor(s) will be final and binding upon the parties.

8.08 Mediation

The Employer and the Union may mutually agree to refer a grievance to a mediator before proceeding to arbitration. For greater clarity, mediation shall be a voluntary process. The selection of the mediator will be agreed to by the parties and any costs of the mediation shall be shared equally by the Employer and the Union. The mediation shall be conducted on a without prejudice basis and shall not otherwise affect any timelines or provisions of the Grievance Procedure, except as agreed in writing by the Employer and the Union.

ARTICLE 9 - ARBITRATION PROCEDURE

9.01 Where a grievance is not resolved under the Grievance Procedure, including a question as to whether the grievance is arbitral, the grievance may be submitted to arbitration as herein provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision from the Employer is provided

under Step 2 of the Grievance Procedure, the grievance shall be deemed to have been withdrawn.

- 9.02 When either party requests that any matter be submitted to arbitration as provided in this Article 9, it shall make such a request in writing addressed to the other party to this Agreement, and at the same time identify a choice for a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall identify its choice of sole arbitrator. An arbitrator shall be chosen by the mutual agreement of the Employer and the Union, and the parties shall confer in an effort to seek agreement on a sole arbitrator. Where there is no agreement within a period of twenty-one (21) calendar days, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application by the party referring the grievance to arbitration.
- 9.03 No grievance may be submitted to arbitration which has not followed all requisite steps of the Grievance Procedure.
- 9.04 The Arbitrator shall hear the grievance and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee(s) affected by it. The arbitrator will be without jurisdiction to make any decision inconsistent with the provisions of this Agreement or to alter, modify or amend any part of this Agreement.
- 9.05 The time limits set out in this Article 9 are mandatory and failure to comply strictly with such time limits shall result in the grievance being deemed withdrawn. However, the time limits specified in this Article 9 may be extended upon the mutual written agreement of the Employer and the Union.
- 9.06 Notwithstanding the time limits set out in Article 9, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days stipulated in this Article 9, any subsequent response will measure from the receipt of response.
- 9.07 The Union and the Employer shall each pay one-half (1/2) of the fees and expenses of the arbitrator.
- 9.08 Those Employees who receive a legal summons or subpoena to testify at an arbitration hearing shall be absent from work without loss of regular pay to attend the arbitration hearing to testify. Once that Employee completes their testimony, the Employee will be required to return to work. The Union will make best efforts to summons or subpoena only those Employees on a particular day of hearing for whom the Union expects to call as a witness on that same day of hearing. The grievor shall be absent from work with no loss of pay to attend the arbitration hearing provided that the grievor has not been discharged or laid-off.

ARTICLE 10 - DISCIPLINE & EMPLOYEE FILES

- 10.01 The Employee and the Union shall receive a written copy of any formal discipline taken against an Employee at the time that it is provided to the Employee. Any written reply provided by the Employee shall become part of the Employee's record.
- 10.02 Where practical, an Employee who is discharged may be given a reasonable opportunity to meet with a Union Steward before leaving the Employer's premises. For clarity, an Employee will not be entitled to meet with a Union Steward before leaving the Employer's premises where the Employee is acting in a threatening or dangerous manner.
- 10.03 The Employer and the Union agree that the Employer, at its complete discretion, can place an Employee on a paid leave of absence pending investigation of an incident or alleged misconduct.
- 10.04 Any formal discipline placed in an Employee's human resource file shall be removed from the Employee's human resource file after 24 months, provided that the Employee has received no further formal discipline during the 24 month period.
- 10.05 Employees shall have reasonable access to their human resource file when accompanied by a representative of the Employer. Upon request, the Employer shall provide the Employee with a copy of any part or all of the Employee's human resource file.

ARTICLE 11 - PROBATIONARY PERIOD

- 11.01 New Employees that fall within the bargaining unit shall, beginning on the day that they commence employment with the Employer, serve a probationary period of six (6) months' work within a twelve (12) month continuous period (the "**Probationary Period**") before acquiring seniority rights which shall then date back to their respective date of starting work with the Employer. During the Probationary Period, the Employee shall have no seniority rights and shall be considered to be employed on a trial basis (a ("**Probationary Employee**"). The Union and the Employer agree that ongoing feedback about an Employee's progress is important to the success of the Probationary Employee.
- 11.02 The Employer may extend the Probationary Period by an additional three (3) months with the approval of the Union (the "**Extended Probationary Period**").
- 11.03 Notwithstanding the other provisions of this Agreement, a Probationary Employee's employment may be terminated without cause, at any time during the Probationary Period, or the Extended Probationary Period, if applicable, at the sole discretion of the Employer in accordance with the ESA. The Union will not be permitted to bring a grievance regarding the termination of a Probationary

Employee's employment during the Probationary Period except where the Union alleges discrimination contrary to the *Human Rights Code* (Ontario) or bad faith.

ARTICLE 12 - LAY-OFF & RECALL

- 12.01 If the Employer's funder(s) provides advance notice of a reduction or change in funding, the Employer will provide the Union with forty-five (45) days' notice before any layoff takes effect, where possible, and will provide the Employee(s) who are laid-off with thirty (30) days' notice before the layoff takes effect, where possible. In any event, the Union will be notified before any Employee(s) receives notice of layoff.
- 12.02 Before the Employer provides notice of layoff to any Employee(s), the Employer will provide all Employees who occupy the job classification affected by the layoff with the opportunity to voluntarily resign in exchange for a separation package equivalent to two (2) weeks' base salary for each completed year of continuous service, pro-rated for partial years worked, up to a maximum of twenty-six (26) weeks. The Employee(s) shall have five (5) working days to accept the separation package. Should multiple Employee(s) express interest in receiving a separation package, the Employee(s) with the most seniority will be entitled to receive the separation package in exchange for their voluntary resignation.
- 12.03 In the event of a layoff, the Employer will consider the requirements and efficiency of its operations and the knowledge, training, skill and ability of the individual to perform the normal required work. Where the knowledge, training, skill and ability of the individual to perform the normal required work are equal, the Employee(s) with the least seniority will receive notice of layoff. The Employer shall first terminate the employment of any Contract Employees and Probationary Employees who occupy the job classification affected by the layoff, before providing notice of layoff to any Employee(s) employed on an indefinite term basis.
- 12.04 Employee(s) who are laid-off will be retained on a recall list, and will maintain and accrue seniority, if not on lay-off for more than eighteen (18) months.
- 12.05 Where work is available, the Employees on the recall list will be recalled in order of seniority, provided that the Employee to be recalled has the knowledge, training, skill and ability to perform the normal required work.
- 12.06 When recalling an Employee after layoff, the Employee shall be notified by registered mail and allowed ten (10) calendar days to report for work, and, in the meantime, if an Employee is recalled and is not immediately available for work, other Employees on the recall list shall be recalled but shall be temporarily employed until the senior Employee reports within the ten (10) calendar days. An Employee will be deemed to have received notification of recall four (4) days after the notification was sent by registered mail. The Employee to whom a registered letter is sent in accordance with this Article 12 of this Agreement must contact the

Employer's Human Resources Department, by telephone or email, within forty-eight (48) hours of receipt of the notification of recall if the Employee wishes the Employer to hold the position open for the full ten (10) calendar day period. It shall be the Employee's responsibility to keep the Employer notified as to any change of the Employee's address or telephone number.

- 12.07 A Full-Time Employee in receipt of a layoff notice may bump a Full-Time Employee with the least amount of seniority within the same job classification provided that the Employee exercising such right has the knowledge, training, skill and ability to perform the normal required work. In the event that there is no Full-Time Employee with less seniority, the Employee can opt to bump the least senior Part-Time Employee within the same job classification provided that the Employee exercising such right has the knowledge, training, skill and ability to perform the normal required work. A Part-Time Employee in receipt of a layoff notice may bump a Part-Time Employee with the least amount of seniority within the same job classification provided that the Employee exercising such right has the knowledge, training, skill and ability to perform the normal required work. The Employee must exercise that right to bump within 15 calendar days from receiving notice of layoff. The displaced Employee will subsequently be laid off and subject to the provision of Article 12, with the exception of Article 12.07.
- 12.08 Employees on layoff shall be given preference for any temporary work. Employees who accept such temporary vacancies will continue to retain their recall rights.
- 12.09 Employees recalled to a job classification other than their own may decline the recall, and may instead retain their recall rights. An Employee who is recalled to their own job classification who declines the recall will forfeit their recall rights and will lose seniority.
- 12.10 The Employer agrees that no individual employed or engaged by the Employer through a government wage-assisted / workfare program shall result in the layoff of an Employee or a reduction in hours of work as a result of the government wage-assisted / workfare program.
- 12.11 In the event of a reorganization or restructuring that will result in the layoff of Employee(s) in the bargaining unit, the Employer shall notify the Union of such plans as far as practical in advance so that the parties can meet to discuss possible ways of minimizing the impact, including identifying and proposing alternatives to any layoff that the Employer may be considering.
- 12.12 The posting procedure stipulated in this Agreement shall not apply until the recall procedure is completed.
- 12.13 Grievances concerning layoff and recall shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 13 - POSTING & FILLING OF VACANCIES

- 13.01 In all cases of filling vacancies within the bargaining unit, the applicant with the most seniority shall be awarded the position where the knowledge, training, skill and ability of the individual to perform the normal required work are substantially the same.
- 13.02 All postings for vacancies within the bargaining unit shall be posted on the bulletin board identified as "current vacancies" and distributed by email to the bargaining unit Employees. The posting shall contain the following information:
- (a) job title and job description;
 - (b) the home location of the position;
 - (c) the title of the position(s) to whom the candidate will report;
 - (d) the hours of work and wage rate or salary;
 - (e) the qualifications and experience required to perform the job; and
 - (f) a brief description of the nature of the job.
- 13.03 The posting shall clearly indicate the deadline date for application and the location of persons to whom applications shall be made. The posting period shall be for five (5) business days from the date of posting, except for fixed-term contracts where the posting period shall be for five (5) business days from the date of posting. A bargaining unit Employee desiring the position must make an application to the Employer within the posting period.
- 13.04 No applications from outside the bargaining unit will be considered until: (i) the posting and selection process is completed for those bargaining unit Employees who applied for the vacancy and (ii) no bargaining unit applicant was selected, unless otherwise agreed by the Union and the Employer.
- 13.05 The Union recognizes the Employer's right to temporarily assign an Employee from their position to another position within the bargaining unit upon giving the Employee two (2) weeks' notice of the assignment. Such notice of the assignment may be waived upon the mutual agreement of the Employer and the Union. The temporary assignment can last up to six (6) months. This period can be extended upon mutual agreement between the Employer and the Union. During this temporary assignment, the Employee shall maintain the wages and benefits of their original position, or the position transferred to, whichever is higher.

ARTICLE 14 - SENIORITY

- 14.01 Seniority shall mean the length of continuous service in the bargaining unit. Seniority shall operate on a bargaining unit wide basis.
- 14.02 Full-Time Employees shall have their seniority calculated by their last date of hire unless otherwise provided in the Agreement. The last date of hire includes all continuous service of the Full-Time Employees from their last date of hire prior to the certification of the Union.
- 14.03 Part-Time Employees shall have their seniority calculated by the number of hours paid to the Part-Time Employees from their last date of hire. The last date of hire includes all continuous service of the Part-Time Employees from their last date of hire prior to the certification of the Union.
- 14.04 To calculate the seniority of those Full-Time Employees who convert to part-time employment, the Employee shall receive 1820 hours for every year of service worked as a Full-Time Employee. To calculate the seniority of those Part-Time Employees who convert to full-time hours, the Employer shall divide the number of hours worked by the Part-Time Employee by 1820 to determine the number of years of seniority. The Employer agrees that partial completed years of service shall be pro-rated, to the nearest month, for the purposes of calculating seniority.
- 14.05 Seniority shall continue to accumulate during any job-protected leave of absence under the ESA, and for any approved unpaid leave of absence of less than 30 days.
- 14.06 The Employer will update the seniority list, post it on the Union bulletin board and email it to all employees in January and June of each calendar year. The seniority list for the Full-Time Employees will include the names of the Full-Time Employees, and their date of hire in order from the least to the most senior. The seniority list for the Part-Time Employees will include the names of the Part-Time Employees and their accumulated hours paid since their last date of hire, in order of least to most senior. Employees and the Union will have 30 days from the posting of the seniority lists to request any corrections to that list.
- 14.07 An Employee who is transferred to a position outside of the bargaining unit for a period of 18 months or less shall retain, but not accumulate, seniority during that time. The time can be extended beyond 18 months upon agreement of the Employer and the Union. Notwithstanding the above, the Employer and the Union recognize that there may be circumstances where it may be appropriate for seniority to accumulate where the Employee is temporarily transferred to a position outside of the bargaining unit. Where such situations exist, the Employer and the Union may agree to negotiate the accumulation of seniority and the collection of any union dues, where appropriate.

14.08 In the event that two or more Employees have the same seniority calculation, seniority shall be determined by random draw, if necessary. Both a representative of the Employer and the Union will be present for the draw.

ARTICLE 15 - LOSS OF SENIORITY

15.01 Seniority, once established for an Employee, shall be forfeited and the Employee's employment shall be deemed to be terminated under the following conditions:

- (a) if an Employee leaves on their own accord;
- (b) if a Contract Employee's fixed-term contract ends provided that the fixed-term (including any extensions of the fixed-term) is no more than 24 months in length;
- (c) if an Employee is discharged and is not reinstated through the grievance or arbitration procedure;
- (d) if an Employee has been laid off without recall for 18 months;
- (e) if an Employee is absent from scheduled work for a period of three (3) or more consecutive Working Days without notifying the Employer of such absence or providing a satisfactory reason and evidence in support of such an absence;
- (f) if an Employee fails to return to work within ten (10) calendar days of receiving notice of recall;
- (g) if an Employee declines recall to their own job classification; and
- (h) if an Employee uses a leave of absence for a purpose other than that for which it was granted.

ARTICLE 16 - HEALTH & SAFETY

16.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the Employer's operation in order to prevent workplace injury and illness. Therefore, the Employer, the Union and the Employees will cooperate in the prevention of accidents and enforcement of safety policies, protocols, guidelines and procedures in the Employer's operation.

16.02 The Employer and the Union agree that the *Occupational Health and Safety Act* (Ontario), as amended from time to time, and the Regulations made pursuant thereto apply to the Employer's operations, and the Employer, Union and Employees agree to be bound by its provisions.

16.03 The Employer shall continue to have a Joint Health and Safety Committee (the "JHSC") as mandated by and in accordance with, the *Occupational Health and Safety Act* (Ontario). The JHSC will be made up of three (3) Employees who are represented by the Union and up to three (3) members of management. Employees must work more than 21 hours per week to be on the JHSC. Each representative will have a two (2) year term on the JHSC. A representative from the Employee members of the JHSC and a representative of the management members of the JHSC will be co-chairs of the JHSC.

16.04 Two representatives from the Employee members of the JHSC and one representative of the management members of the JHSC shall be trained and certified as required by the *Occupational Health and Safety Act* (Ontario). The cost of the training shall be the responsibility of the Employer. The Employee representative shall be paid their normal rate of pay when completing the training and certification. The Union will make best efforts to ensure that those Employee members of the JHSC who are trained and certified as required by the *Occupational Health and Safety Act* (Ontario) will remain on the JHSC for at least one (1) year after receiving certification.

16.05 The Employee representatives of the JHSC shall be considered to be at work when performing their responsibilities for the JHSC, including but not limited to:

- performing inspections of the workplace;
- investigating incidents where a worker is killed or critically injured at the workplace;
- preparing for and attending meetings of the JHSC;
- becoming trained as a certified member of the committee.

The Employee will be paid their normal rate of pay when performing their responsibilities for the JHSC during normal working hours. The Employee must notify their supervisor before performing their responsibilities for the JHSC.

16.06 On a quarterly basis, the Employer will provide the JHSC with:

- the number of reported incidents of workplace violence (as defined under the *Occupational Health and Safety Act*) and the nature of the reported incidents of workplace violence that are reported to Human Resources or the Executive Director in accordance with the Employer's workplace violence policy and program;
- the number of claims before the Workplace Safety and Insurance Board and whether any of those claims resulted in lost-time.

Upon request by the JHSC, the Employer will provide disclosure of information as required by the *Occupational Health and Safety Act*.

- 16.07 The JHSC shall meet quarterly or in the event of an emergency and upon the agreement of the co-chairs of the JHSC. The Employee representatives of the JHSC shall be provided with no less than one (1) hour of preparation time for each meeting of the JHSC. The minutes from the meetings of the JHSC shall be posted on the Employer's Health and Safety bulletin board.
- 16.08 The Employer is committed to complying with its obligations to maintain a workplace free from workplace violence in accordance with the *Occupational Health and Safety Act* (Ontario). The Employer shall maintain a policy and program to address workplace violence in accordance with the *Occupational Health and Safety Act* (Ontario).
- 16.09 An Employee who believes they have been subjected to workplace violence shall report the incident to Human Resources, the Executive Director or the ASCO Ethics Hotline. The Employer will make every effort to rectify the situation.

ARTICLE 17 - CONTRACTING OUT

- 17.01 The Employer agrees that it will notify the Union if the Employer is considering transferring, or contracting out, to another organization or contractor, any work that is currently performed by the bargaining unit Employees.
- 17.02 The Employer shall not contract out any work currently performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any bargaining unit Employee(s) occurs. This Article will not apply in circumstances where: (i) the Employer no longer provides the particular services as a result of a rationalization, or sharing of services between agencies in a particular geographic district, or as a result of the withdrawal or the agency's license to perform such services; or (ii) the funder(s) orders that services must be contracted out.

ARTICLE 18 - LEAVES OF ABSENCE

18.01 Paid Personal Leave

- (a) Full-Time Employees will accrue a total of 15 paid days of leave per calendar year, accrued at the rate of 1.25 days per month to be used for illness, injury, unexpected emergencies, urgent matters, medical appointments and/or bereavement (the "Paid Personal Days").
- (b) Paid Personal days are inclusive of, and not in addition to, sick leave, family responsibility leave and bereavement leave under the ESA.