

Collective Agreement

between

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

and

Addiction Services for York Region

DURATION: January 8, 2018 – March 31, 2020



Sector 18
3-388-10421-20200331-18

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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 for York Region, in the Regional Municipality of York, save and except supervisors and those above the rank of supervisor.
- 2.02 When used in this Agreement, the term "Employee" or "Employee(s)" means only those employees in the bargaining unit described in Article 2.01.
- 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 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 twenty-four (24) months, to perform a special project not to exceed twenty-four (24) 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 employment of the Contract Employee exceed twenty-four (24) 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) 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 his or her 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 exclude Saturday, Sunday and Public Holidays.
- 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.

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 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).
- 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 an Employee's qualifications and assessing an Employee's qualifications;
 - (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.
- (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 he or she has first given his or her 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 ten (10) calendar 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 his / her 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 his / her 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 and post it on the Union bulletin board 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 two Employees who are represented by the Union and two members of management. 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 Both 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.
- 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 more frequently 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 he or she has been subjected to workplace violence shall report the incident to Human Resources, the Executive Director or the ASYR 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, inclusive of statutory personal emergency leave under the ESA to be used for illness, injury, unexpected emergencies, urgent matters, medical appointments and/or bereavement (the "**Paid Personal Days**").
- (b) Paid Personal Days will be pro-rated for Part-Time Employees based on the number of hours the Part-Time Employees are regularly scheduled per week. If the pro-rated Paid Personal Day entitlement is less than the ten days of statutory personal emergency leave required by the ESA, the Part-Time Employee will be entitled to unpaid personal emergency leave in accordance with the ESA. The following example is used for the purposes of clarity: a Part-Time Employee who is regularly scheduled to work 21 hours per week will be entitled to 9 Paid Personal Days per calendar year and 1 unpaid day of personal emergency leave under the ESA.
- (c) Contract Employees are entitled to Paid Personal Days provided that the duration of their fixed-term is 12 months or more. If a Contract Employee, whose fixed-term is for a duration of 12 months or more, is regularly scheduled to work less than 35 hours per week, the Paid Personal Days will be pro-rated based on the number of hours the Contract Employee is regularly scheduled to work per week. Those Contract Employees whose fixed-term duration is less than 12 months shall be entitled to only personal emergency leave as required by the ESA.
- (d) Employees are permitted to carry-over up to 15 unused Paid Personal Days per calendar year. However, at no time are Employees permitted to have accrued more than 18 Paid Personal Days at any time in a calendar year. If an Employee has accrued 18 Paid Personal Days in a calendar year, the Employee will cease accruing Paid Personal Days until the Employee uses one or more of the Paid Personal Days, at which time the Employee will again accrue Paid Personal Days.

- (e) Paid Personal Days have no cash value and are not to be paid out on termination of employment

18.02 **Flex Days**

- (a) Full-Time Employees will receive a total of three (3) paid days of leave per fiscal year ("**Flex Days**") to be used at the Full-Time Employee's discretion.
- (b) Flex Days will be pro-rated for Part-Time Employees based on the number of hours the Part-Time Employees are regularly scheduled to work per week. The following example is used for the purposes of clarity: a Part-Time Employee who is regularly scheduled to work 21 hours per week will be entitled to 1.8 Flex Days per fiscal year.
- (c) Contract Employees are entitled to Flex Days provided that the duration of their fixed-term is 12 months or more. If a Contract Employee, whose fixed-term is for a duration of 12 months or more, is regularly scheduled to work less than 35 hours per week, the Flex Days will be pro-rated based on the number of hours the Contract Employee is scheduled per week. Contract Employees whose fixed-term is for a duration of less than 12 months are not entitled to Flex Days.
- (d) Employees shall submit a request for the use of Flex Days a minimum of two (2) business days in advance of the Flex Days that they intend to use. The Employer shall respond to the request within one (1) business day of receiving the request. Flex Days are not to be scheduled consecutively except with the express approval of the Employee's supervisor in consultation with Human Resources. Flex Days must be taken in increments of one-half day at minimum.
- (e) Flex Days have no cash value, are not to be paid out on termination of employment and may not be carried over from year-to-year.

18.03 **Education Leave**

- (a) The Employer will consider a request from an Employee for an unpaid leave of absence for the purpose of the Employee furthering their education, skill development or upgrading their certification (the "**Education Leave**"). Approval of any such leave of absence will be within the sole discretion of the Employer. Only those Employees who have been employed by the Employer for a minimum of two consecutive years, and have been in their current job classification for a minimum of 12 months, are eligible to request Education Leave. The Employee is required to submit a completed Education Leave Form in accordance with the Employer's procedure.

- (b) Employees who are granted an Education Leave of 30 days or less will continue to accumulate seniority. Those Employees who are granted an Education Leave of more than 30 days will maintain, but will not accumulate, seniority during the Education Leave.
- (b) The Employer will consider a request from an Employee for a modified work schedule to accommodate an Employee furthering their education, skill development or upgrading their certification. Approval of such request will be within the sole discretion of the Employer. Should an Employee request a modified work schedule to part-time hours and the Education Leave is approved, the Employee's benefits will continue only if the Employee continues to work the minimum number of hours per week (i.e. 21 hours per week) to be eligible for benefits, as per the insurance carrier. The Employee will continue to be responsible for their normal share of the benefit premiums as stipulated in the Collective Agreement.

18.04 Jury & Witness Leave

- (a) Employees who are called for jury or witness duty will be granted a leave of absence with pay up to a maximum of four (4) calendar weeks, less any jury duty pay or witness fee (including attendance money) received by the Employee. Evidence of the summons must be provided.
- (b) No allowance or pay will be made if an Employee is summoned to court or an administrative proceeding as a result of their personal involvement as a litigant.
- (c) If an Employee receives a summons to appear as a witness with respect to a proceeding involving a client, the Employee must notify the Clinical Director, Program Director or Executive Director. The employee's regular earnings, less any witness fee (including attendance money), will be paid for the attendance in accordance with Article 18.04 (a), provided that evidence of the summons is provided.

18.05 Leaves under the ESA

The Employer recognizes all other unpaid, job-protected leaves of absence under the ESA. In all cases, all ESA leaves of absence will be granted in accordance with the provisions of the ESA, and Employees taking these ESA job-protected leaves will be afforded all entitlements and protections under the ESA. The following are examples of the leaves provided under the ESA:

(a) Pregnancy, Parental and Adoption Leave:

The Employer ensures that its practices are in accordance with the ESA which stipulates that all birth mothers are eligible to take unpaid pregnancy

leave of 17 weeks. To be eligible for pregnancy leave, an Employee must have been hired at least 13 weeks before the date her baby is expected to be born.

Employees who have taken pregnancy leave in accordance with the ESA are entitled to up to 61 weeks of parental leave. Employees who have not taken pregnancy leave are entitled to up to 63 weeks of parental leave. Parental leave is not part of pregnancy leave and is available to both parents. To be eligible for parental leave, an Employee must have been hired at least 13 weeks before the date the leave is expected to begin.

Benefits will be maintained during the pregnancy and/or parental leave. The Employee will be responsible for paying the Employee's normal share of the Benefits' premiums during the course of the pregnancy and/or parental leave.

An Employee on a pregnancy and/or parental leave is entitled to return to their existing job classification or a comparable job classification if the Employee's existing job classification no longer exists, as required by the ESA.

(b) Compassionate Care Leave:

Employees are eligible for an unpaid, job-protected leave of absence of up to eight (8) weeks in a 26 week period. An Employee is required to provide a certificate from a qualified health professional indicating that a family member has a serious medical condition and there is a significant risk of death occurring within a period of 26 weeks.

ARTICLE 19 - HOURS OF WORK, OVERTIME & HOME LOCATION

- 19.01 The Employer shall set the schedule of work. The Employees shall work the shifts that are assigned to them at those locations assigned by the Employer.
- 19.02 In general, Full-Time Employees' regular hours of work will be thirty-five (35) hours per week, seven (7) hours per day and one (1) unpaid hour for a meal break. The Union understands and agrees that the Employer may schedule Employees for more than seven (7) hours per day to facilitate program needs, and that the Employer already does so as of the date of ratification of this Agreement.
- 19.03 Employees may be eligible to modify the regular hours of work provided that they make a request in writing to Human Resources and provide an explanation for the request. Human Resources will determine whether to grant the request to modify

the Employee's regular hours of work taking into consideration the needs and operations of the Employer.

- 19.04 All Employees who are employed as of the date of ratification of this Agreement will be required to work one (1) evening shift per week. The Union recognizes that there are some Employees who are currently scheduled to work more than one (1) evening shift per week as of the date of ratification of this Agreement and shall continue to be required to do so. The Union agrees that the Employer has the right to post a position that requires more than one (1) evening shift per week, and that the successful applicant for the position will be required to work as many evening shifts per week as scheduled by the Employer, provided that the job posting clearly sets out the number of evening shifts required per week.
- 19.05 In the event of an emergency or an Employee's absence, Employees will be eligible to work additional evening shift(s). However, Employees are not required to work additional evening shift(s) outside of the requirements of Article 19.04.
- 19.06 Employees will be generally allowed one unpaid hour meal break. An Employee may take two (2) breaks that equal no more than one (1) unpaid hour meal break in a shift, at the request of the Employer, or upon request by the Employee(s) and upon approval of the Employer.
- 19.07 Scheduled days off shall be scheduled at the rate of a minimum of two (2) consecutive days off, except where otherwise mutually agreed by the Employer and the Union.

19.08 Overtime

It is understood and agreed that Employees may be asked to work overtime from time to time. All hours worked in excess of the Employees' regular scheduled hours of work must first be authorized by the Employees' supervisor or, if the Employees' supervisor is not present, the Clinical Director, the Program Director or the On-Call Supervisor before commencing such work. For all hours worked in excess of the Employees' regular scheduled hours of work up to a maximum of 44 hours per week, Employees shall receive lieu time at the rate of one hour of lieu time for each hour worked. For all hours worked in excess of 44 hours per week, Employees shall receive overtime pay at the rate of one-and-one-half (1.5) their regular rate of pay. For purposes of clarity, Employees are not eligible for overtime pay until they have worked in excess of 44 hours per week.

19.09 Lieu Time

Employees are required to use any accrued lieu time within three months of the week in which the lieu time was earned. Employees are also required to use any accrued lieu time by the end of the fiscal year in which it is earned. Employees

who fail to use their accrued lieu time by the end of the fiscal year in which it is earned may have their accrued lieu time unilaterally scheduled by the Employer.

19.10 Home Work Location

The Employer will assign the Employees a home work location. If Employees are scheduled to work at a location other than their home work location, or are scheduled to work at more than one (1) location in a work day, the Employer will reimburse the Employee for any additional kilometers the Employee is required to travel in excess of their cumulative regular, commute between the Employee's residence and their home work location. For clarity, if the distance between the Employee's residence and the other work location(s) is less than the cumulative distance between the Employee's residence and their home work location, the Employee will not be permitted to claim reimbursement for any mileage expense.

ARTICLE 20 – WAGES

20.01 During the duration of this Agreement, the Employer agrees to pay, and the Union agrees to accept, the wages set forth in Appendix A, which are hereby made a part of this Agreement.

20.02 The following shall apply with respect to Appendix A:

- (a) The job classifications within a job category (for clarity, Addictions Counsellor 1 is considered a job classification and Addictions Counsellor is considered a job category) are reflective of education level and corresponding work experience once the education level is achieved.
- (b) Employees shall move up one step of the grid in Appendix A upon the Employee completing the requisite number of years of services in the job classification, until the Employee is at the highest step on the grid for the job classification.
- (c) Any Employee currently earning a wage rate that is: (i) above the step of the grid where the Employee ought to be situated based on the Employee's years of service in the job classification, and/or (ii) above the highest step on the grid for the job classification shall be red circled, will continue to receive the Employee's current wage rate, and receive no corresponding increase in wage rate, until such time as the grid for the classification meets or exceeds the Employee's current wage rate.
- (d) Where an Employee is appointed to a higher job classification within a job category, the employee's wage rate will be increased to the lowest step in the job classification that is greater than the employee's current wage rate. For clarity, the "hiring rate" is considered a step on the grid.

- (e) Newly hired or appointed Employees will be paid no less than the hiring rate for the appointed job classification.
- 20.03 The Employee shall be paid bi-weekly in accordance with Appendix A. The Employee shall be provided with an itemized statement of their wages and deductions for each pay period.
- 20.04 Where a new job classification is created, the Employer shall set the wage rate and shall notify the Union accordingly. The wage rate for the new job classification will be placed on the grid at Appendix A, with corresponding step increases.

ARTICLE 21 - PUBLIC HOLIDAYS

- 21.01 The following public holidays will be observed:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day (the "Public Holidays").

- 21.02 The following days will also be observed as additional holidays:

Easter Monday and Civic Holiday (the "Additional Holidays").

- 21.03 For each of the Public Holidays and Additional Holidays:

- (a) Full-Time Employees shall be paid their regular daily wage rate;
- (b) Part-Time Employees shall be paid an amount equal to the total amount of regular wages and vacation pay payable to the Part-Time Employee in the four work weeks before the work week in which the Public Holiday or Additional Holiday occurred, divided by twenty (20), provided that he/she shall have worked all of his/her last regularly scheduled day of work after the Public Holiday or Additional Holiday, unless he/she can establish, to the satisfaction of the Employer, reasonable cause for his/her inability to work such shifts or unless he/she received prior permission from his/her supervisor to be absent on such shifts.

- 21.04 The Union understands that the Employer's premises may need to remain open on the Public Holidays and Additional Holidays. As a result, Employees may be required to work on Public Holidays and Additional Holidays and will be compensated in accordance with Article 21.05 of this Agreement.

- 21.05 Should an Employee be required to work on a Public Holiday or Additional Holiday, he / she shall be paid for work performed on that day at their regular rate of pay

for each hour worked, and receive lieu time at the rate of 1.5 times for each hour worked on the Public Holiday or Additional Holiday.

- 21.06 Should a Public Holiday or Additional Holiday fall on a Saturday, either the preceding Friday or following Monday will be designated by the Employer as the holiday. If a Public Holiday or Additional Holiday falls on a Sunday, the Employer will designate the following Monday as the holiday. Public Holidays and Additional Holidays will not be moved for those Employees who are scheduled to work on a Saturday or Sunday on which a Public Holiday or Additional Holiday falls. In these circumstances, the Public Holiday or Additional Holiday will be observed on its actual date.
- 21.07 Should one or more of the Public Holidays or Additional Holidays fall within an Employee's vacation, he/she shall be given equivalent time off, with pay, for each such Public Holiday or Additional Holiday.

ARTICLE 22 – VACATION

- 22.01 Full-Time Employees shall be entitled to vacation as follows (the "**Vacation Entitlement**"):

Length of Continuous Service	Vacation Entitlement
12 months or less	3 weeks' annual vacation per fiscal year accrued at the rate of 1.25 days per month
After 12 months of service but less than 8 years of service	4 weeks annual vacation per fiscal year accrued at the rate of 1.67 days per month
After 8 years of service but less than 18 years of service	5 weeks annual vacation per fiscal year accrued at the rate of 2.08 days per month
After 18 years of service	6 weeks annual vacation per fiscal year accrued at the rate of 2.5 days per month

- 22.02 Vacation Entitlement will be pro-rated for Part-Time Employees based on the number of regularly scheduled hours of work per week, provided that under no circumstances will Part-Time Employees receive less than 2 weeks' vacation per

fiscal year. The following example is used for clarity: a Part-Time Employee who has been employed for less than 12 months, and is regularly scheduled to work 28 hours per week, will have a Vacation Entitlement equivalent to 12 days' vacation accrued at the rate of 1 day per month.

- 22.03 Contract Employees whose fixed-term is for a duration of less than 12 months shall receive vacation pay equivalent to 4% of the Contract Employee's wages each pay period, in accordance with the ESA. Contract Employees whose fixed-term is for a duration of more than 12 months shall receive the Vacation Entitlement set out in Article 22.01, and such Vacation Entitlement shall be pro-rated in accordance with Article 22.02 if the Contract Employees work less than 35 hours per week.
- 22.04 All vacation requests will be subject to the operational requirements of the Employer. Vacation requests for the period of time between May and September (inclusive) will be granted by seniority if requested in writing on or before February 28. Vacation requests for the period of time between October and April (inclusive) will be granted by seniority if requested in writing on or before July 31. Vacation requests after February 28 or after July 31 will be granted in the order that they are received. The Employer shall post the vacation schedule 45 calendar days after February 28 and July 31.
- 22.05 Employees are permitted to carry-over up to a maximum of 5 days of their Vacation Entitlement into the next fiscal year with the written approval of the Executive Director, and subject to the requirements of the ESA.
- 22.06 If an Employee becomes seriously ill, is hospitalized, or requires medical care at home while during the Employee's vacation, the Employee may elect to use any accrued Paid Personal Days for the period of convalescence in place of the vacation time provided that the Employee provides satisfactory proof of such illness or hospitalization for the period in question.
- 22.07 Paid Vacation Entitlement is not earned during periods of unpaid leave, layoff, or while an employee is absent from work and in receipt of long-term disability benefits or workers' compensation benefits from the WSIB.

ARTICLE 23 - HEALTH AND WELFARE BENEFITS

- 23.01 The Employer will provide a group insurance plan through an insurance carrier chosen by the Employer for Full-Time Employees and those Part-Time Employees who work at least 21 hours per week (the "Benefits Plan"). Employees must have completed three (3) consecutive months of employment to be eligible to participate in the Benefits Plan.

- 23.02 Those Contract Employees whose fixed-term is for a duration of twelve (12) months or more are eligible to participate in the Benefits Plan. Contract Employees whose fixed-term is for less than twelve (12) months are not eligible to participate in the Benefits Plan.
- 23.03 The Employer shall pay the full share of the premiums of the Benefits Plan *with the exception* of the premium for long-term disability benefits. Employees shall be solely responsible for payment of the premium for long-term disability benefits, which will be deducted from the Employees' wages each pay period.
- 23.04 The Benefits Plan will be the same as the Benefits Plan currently provided to the Employees as of the date of the ratification of this Agreement, except as set out in Letter of Understanding #4.
- 23.05 The Union agrees that the Employer can change insurance carriers, and group benefit plans, on notice to the Union provided that the level of benefit coverage is not diminished.
- 23.06 For those Part-Time Employees who are not eligible to participate in the Benefits Plan, the Employer shall pay an amount equivalent to 3% of the Part-Time Employees' regular, straight-time wages for all straight-time hours paid, excluding statutory holiday pay, vacation pay and RRSP contributions. Contract Employees are not eligible for this payment.
- 23.07 Those Employees eligible to participate in the Benefits Plan shall continue to be eligible to participate in only the extended health and dental benefits provided for under the Benefits Plan while on layoff up to a maximum of three (3) months from the date of layoff, subject to the approval of the Employer's insurance carrier.
- 23.08 Eligible Employees shall continue to be eligible to participate in the Benefits Plan while on a medical leave of absence, including while in receipt of employment insurance benefits for illness or long-term disability benefits, up to a maximum of 24 months from the date the leave of absence began, subject to the approval of the Employer's insurance carrier. Eligible Employees shall continue to be responsible for their share of the Benefits Plan premiums.

ARTICLE 24 - RRSP CONTRIBUTION

- 24.01 Full-Time Employees and Part-Time Employees who have accrued at least two (2) years' continuous service are eligible to receive a contribution from the Employer to the Employee's personal registered retirement savings plan (the "**RRSP Contribution**") as follows:

- (a) an amount equivalent to 4% of the Full-Time Employee or Part-Time Employee's annual gross salary if the Full-Time Employee or Part-Time Employee has accrued more than two (2) years' continuous service; and
- (b) effective April 1, 2019, an amount equivalent to 5% of the Full-Time Employee or Part-Time Employee's annual gross salary if the Full-Time Employee or Part-Time Employee has accrued more than six (6) years' continuous service.

24.02 Contract Employees are not eligible for the RRSP Contribution.

24.03 The Employer shall make the RRSP Contribution at the completion of each anniversary year after completion of the first two (2) consecutive years of service. The RRSP Contribution shall be delivered directly to the financial institution for which the Full-Time Employees and Part-Time Employees have their personal registered retirement savings plan.

24.04 The Union agrees that the Employer may adopt a Group RRSP Plan instead of making contributions to individual eligible Employees' personal registered retirement savings plan, provided that the amount of the RRSP Contribution by the Employer shall be no less favourable than as provided under the Collective Agreement.

ARTICLE 25 - EDUCATION ALLOWANCE

25.01 Full-Time Employees who have completed 12 months of continuous service, and Contract Employees whose fixed-term is for a duration of 12 months or more, may apply for reimbursement of the cost of any tuition / enrollment fee up to a maximum amount of \$300 per fiscal year if enrolled in an education, professional development course, seminar or workshop (the "**Education Allowance**"). Approval of the Education Allowance is within the sole discretion of ASYR.

25.02 The Education Allowance will only be eligible for payment if the education, professional development course, seminar or workshop (the "**Education Course**") is scheduled to take place after the Full-Time Employee or Contract-Employee (whose fixed-term is for a duration of 12 months or more) has completed 12 months of continuous service. The Education Allowance will be paid after the successful completion of the Education Course and upon the Full-Time Employee or Contract Employee (whose fixed-term is for a duration of 12 months or more) providing satisfactory evidence of successful completion of the Education Course to the Employer.

25.03 Part-Time Employees are eligible to receive an Education Allowance that is pro-rated based on the number of hours of work regularly scheduled per week. The

following example is used for clarity: a Part-Time Employee who is regularly scheduled to work 21 hours per week will be entitled to an Education Allowance in the amount of \$180 per fiscal year. All other terms and conditions of the Education Allowance as set out in Articles 25.01 and 25.02 apply to Part-Time Employees.

- 25.04 Contract Employees whose fixed-term is for a duration of less than 12 months are not eligible for an Education Allowance.
- 25.05 Full-Time Employees, and Contract Employees whose fixed-term is for a duration of 12 months or more, who have completed six (6) continuous months of service, are eligible for up to five (5) days of paid personal education leave per fiscal year to attend a professional development course, seminar or workshop upon the approval of the Clinical Director or Program Director (the "**Paid Education Leave**"). Paid Education Leave will be pro-rated for Part-Time Employees based on the number of hours of work regularly scheduled per week, provided that the Part-Time Employee has completed six (6) continuous months of service. Contract Employees whose fixed-term is for a duration of less than 12 months, are not eligible for Paid Education Leave

ARTICLE 26 - TRAVEL EXPENSES

- 26.01 Where the Employer requires an Employee to attend a meeting or conference, the Employer will reimburse the Employee for the reasonable expenses related to the Employee's travel to and from the meeting or conference in accordance with this Agreement. The Employer will determine the preferred method of transport for the purpose of determining reimbursement.
- 26.02 Employees participating in collective bargaining negotiations or arbitration hearings shall not be reimbursed by the Employer for any travel or meal expenses.
- 26.03 Where an Employee is required to use their personal vehicle to perform their duties and responsibilities or as required by the Employer, the Employee shall be reimbursed at the rate of forty-seven cents (\$0.47) per kilometre. Employees who are required to use their personal vehicle to perform their duties and responsibilities are required to have up-to-date car insurance.

ARTICLE 27 - TECHNOLOGICAL & ORGANIZATIONAL CHANGE

- 27.01 Where possible, the Employer shall provide the Union with at least sixty (60) calendar days' notice, in writing, of any significant organizational structure of the Employer including any merger, amalgamation or acquisition. The Employer shall advise the Union about the nature of the significant change to the organizational structure, the dates on which the Employer proposes to effect such change(s) and the impact of such change(s) on the Employees.

- 27.02 Where possible, the Employer shall provide the Union with at least sixty (60) calendar days' notice, in writing, of any significant technological change to the Employer's operations. The Employer agrees to meet and discuss with the Union the effect of such technological changes on the employment status of the Employees and to consider how to minimize the effect, if any, on the employment status of the Employees. Employees will be given notice of any change in their employment status or working conditions as a result of a technological change at the earliest possible time. Should the Employer implement a significant technological change which requires special training, the Employer shall provide such training where necessary, without loss of pay to those Employees affected.

ARTICLE 28 - WORKERS' COMPENSATION

- 28.01 The Employer will comply with its obligations under the *Workplace Safety and Insurance Act, 1997*, as amended from time to time.
- 28.02 Employees who have applied for workers' compensation benefits from the Workplace Safety and Insurance Board (the "**WSIB**") may elect to use their accrued Paid Personal Days, Flex Days and Vacation Entitlement while away from work and waiting for a determination from the WSIB. If Employees elect not to use their Paid Personal Days, Flex Days and Vacation Entitlement, the employee will be placed on an unpaid leave of absence pending a decision from the WSIB.
- 28.03 Employees receiving payment of benefits from the WSIB shall continue to accumulate seniority and shall continue to participate in the Benefits Plans, if eligible, subject to the approval of the insurance carrier. The Employer and the Employee shall each continue to pay their regular share of the Benefit Plans' premiums while the Employee is receiving payment of benefits from the WSIB.

ARTICLE 29 - GENERAL

- 29.01 All Letters of Agreement and Appendices to this Agreement shall be considered attached to and part of this Agreement and subject to all of its terms.
- 29.02 The Employer shall arrange for parking to be provided to the Employees at no cost to the Employees. However, should the Employee(s) choose to park their vehicle in a location other than that designated by the Employer, the Employee(s) will be responsible for the cost of that parking.

29.03 In the event of an office closure for inclement weather reasons, Employees will be compensated for their regular, scheduled hours on that day. If an Employee is unable to report to work due to inclement weather, their direct supervisor should be informed as soon as reasonably possible and, with approval from their direct supervisor, utilize this day in one of the following ways:

- (a) use lieu time;
- (b) use Vacation Entitlement or Flex Day;
- (c) use a Paid Personal Day;
- (d) work from home (with the work to be approved by their direct supervisor)

29.04 Where an Employee is required to register as a member of a regulatory college as a condition of employment, the Employer shall provide an appropriate supervision structure that meets the requirements as set out by the respective regulatory college.

29.05 The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligation under it. For this reason, the parties shall share equally the cost of printing and distributing sufficient copies of this Agreement to all parties. Where required, the parties shall co-operate in making the Agreement accessible to Employees in alternate formats or the other official language.

ARTICLE 30 – DURATION

30.01 This Agreement shall be in full force and effect from the date that this Agreement is ratified to March 31, 2020.

30.02 The implementation of all provisions of this Agreement shall take place upon ratification.

30.03 Either the Union or the Employer may serve the other with notice within the last three (3) months of the Agreement that it wishes to amend the Agreement. On receipt of such notice by either party, the two (2) parties shall meet or agree on a future date to meet and bargain in good faith to reach a renewal agreement.

30.04 In the event that neither party serves notice to amend as provided in Article 30.03 this Agreement shall continue automatically for annual periods of one (1) year until and unless one (1) party gives notice under Article 30.03.


30.05 During any period of renegotiation, all terms and conditions of the Agreement shall remain in effect and the Agreement shall remain in effect until:

- (a) the parties are in a legal strike or lockout position;
- (b) both parties have ratified a renewal of this Agreement with such changes as may have been agreed; or
- (c) until an arbitration award has been received by the parties.

Signed at Aurora, Ontario this 14th day of SEPTEMBER, 2018.

**ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**











**ADDICTION SERVICES FOR
YORK REGION**





APPENDIX A - WAGES

As of Date of Ratification:

Job Classification	Hiring Rate	Step 1 (1 Year of Continuous Service in the Job Classification)	Step 2 (2 Years of Continuous Service in the Job Classification)
Addictions Counsellor 1	\$27.26	\$27.81	\$28.37
Addictions Counsellor 2	\$29.65	\$30.24	\$30.84
Addictions Counsellor 3	\$30.52	\$31.13	\$31.75
Case Manager 1	\$26.71	\$27.24	\$27.78
Case Manager 2	\$29.35	\$29.94	\$30.54
Case Manager 3	\$30.51	\$31.12	\$31.74
Peer Support Worker 1	\$24.31	\$24.80	\$25.30
Peer Support Worker 2	\$26.05	\$26.57	\$27.10
Group Facilitator 1	\$25.61	\$26.12	\$26.64
Group Facilitator 2	\$27.98	\$28.54	\$29.11
Group Facilitator 3	\$30.56	\$31.17	\$31.79
BOT Coordinator	\$26.33	\$26.86	\$27.40
Counsellor, Court Support 1	\$26.71	\$27.24	\$27.78
Counsellor, Court Support 2	\$29.35	\$29.94	\$30.54
Counsellor, Court Support 3	\$30.51	\$31.12	\$31.74
Info/Referral/Intake 1	\$25.33	\$25.84	\$26.36
Info/Referral/Intake 2	\$27.15	\$27.69	\$28.24
RPN	\$25.28	\$25.79	\$26.31
Clinical Administrator	\$21.70	\$22.13	\$22.57
Finance Associate	\$26.59	\$27.12	\$27.66
Admin. Coordinator	\$19.11	\$19.49	\$19.88
Receptionist	\$17.90	\$18.26	\$18.63
IT Coordinator	\$36.16	\$36.88	\$37.62

APPENDIX A - WAGES

As of April 1, 2018:

Job Classification	Hiring Rate	Step 1 (1 Year of Continuous Service in the Job Classification)	Step 2 (2 Years of Continuous Service in the Job Classification)
Addictions Counsellor 1	\$27.60	\$28.15	\$28.71
Addictions Counsellor 2	\$30.02	\$30.62	\$31.23
Addictions Counsellor 3	\$30.90	\$31.52	\$32.15
Case Manager 1	\$27.04	\$27.58	\$28.13
Case Manager 2	\$29.72	\$30.31	\$30.92
Case Manager 3	\$30.89	\$31.51	\$32.14
Peer Support Worker 1	\$24.61	\$25.10	\$25.60
Peer Support Worker 2	\$26.38	\$26.91	\$27.45
Group Facilitator 1	\$25.93	\$26.45	\$26.98
Group Facilitator 2	\$28.33	\$28.90	\$29.48
Group Facilitator 3	\$30.94	\$31.56	\$32.19
BOT Coordinator	\$26.66	\$27.19	\$27.73
Counsellor, Court Support 1	\$27.04	\$27.58	\$28.13
Counsellor, Court Support 2	\$29.72	\$30.31	\$30.92
Counsellor, Court Support 3	\$30.89	\$31.51	\$32.14
Info/Referral/Intake 1	\$25.65	\$26.16	\$26.68
Info/Referral/Intake 2	\$27.49	\$28.04	\$28.60
RPN	\$25.60	\$26.11	\$26.63
Clinical Administrator	\$21.97	\$22.41	\$22.86
Finance Associate	\$26.92	\$27.46	\$28.01
Admin. Coordinator	\$19.35	\$19.74	\$20.13
Receptionist	\$18.12	\$18.48	\$18.85
IT Coordinator	\$36.61	\$37.34	\$38.09

APPENDIX A - WAGES

As of April 1, 2019:

Job Classification	Hiring Rate	Step 1 (1 Year of Continuous Service in the Job Classification)	Step 2 (2 Years of Continuous Service in the Job Classification)	Step 3 (5 years of Continuous Service in the Job Classification)
Addictions Counsellor 1	\$27.88	\$28.44	\$29.01	\$29.59
Addictions Counsellor 2	\$30.32	\$30.93	\$31.55	\$32.18
Addictions Counsellor 3	\$31.21	\$31.83	\$32.47	\$33.12
Case Manager 1	\$27.31	\$27.86	\$28.42	\$28.99
Case Manager 2	\$30.02	\$30.62	\$31.23	\$31.85
Case Manager 3	\$31.20	\$31.82	\$32.46	\$33.11
Peer Support Worker 1	\$24.86	\$25.36	\$25.87	\$26.39
Peer Support Worker 2	\$26.64	\$27.17	\$27.71	\$28.26
Group Facilitator 1	\$26.19	\$26.71	\$27.24	\$27.78
Group Facilitator 2	\$28.61	\$29.18	\$29.76	\$30.36
Group Facilitator 3	\$31.25	\$31.88	\$32.52	\$33.17
BOT Coordinator	\$26.93	\$27.47	\$28.02	\$28.58
Counsellor, Court Support 1	\$27.31	\$27.86	\$28.42	\$28.99
Counsellor, Court Support 2	\$30.02	\$30.62	\$31.23	\$31.85
Counsellor, Court Support 3	\$31.20	\$31.82	\$32.46	\$33.11
Info/Referral/Intake 1	\$25.91	\$26.43	\$26.96	\$27.50
Info/Referral/Intake 2	\$27.76	\$28.32	\$28.89	\$29.47
RPN	\$25.86	\$26.38	\$26.91	\$27.45
Clinical Administrator	\$22.19	\$22.63	\$23.08	\$23.54
Finance Associate	\$27.19	\$27.73	\$28.28	\$28.85
Admin. Coordinator	\$19.54	\$19.93	\$20.33	\$20.74
Receptionist	\$18.30	\$18.67	\$19.04	\$19.42
IT Coordinator	\$36.98	\$37.72	\$38.47	\$39.24

LETTER OF UNDERSTANDING #1

PSYCHOLOGICAL HEALTH & SAFETY

The Employer recognizes that the safety of its Employees and clients is paramount to the services that the Employer provides. The Employer is committed to continually improving a psychologically healthy and safe workplace by fostering a culture that promotes psychological health and safety.

The Employer and the Union recognize the need to continually maintain a safe work environment by protecting the physical and mental health of all workplace parties from harm.

The Employer will conduct a risk assessment of the work environment annually or as often as needed to identify any issues related to potential psychological risks that may arise from the nature of the workplace. The Employer will discuss the results of the risk assessment(s) with the Joint Health and Safety Committee (the "JHSC") and will seek recommendations from the JHSC to address any identified risks. ASYR will institute measures to control any identified risks to the safety of Employees where those risks cannot be eliminated. ASYR will develop information and instruction on the identified risks, and the measures to control the identified risks, and communicate that information and instruction to the Employees.

The Employer will work with the JHSC to develop workplace psychosocial hazard prevention procedures to implement in the workplace, including a procedure for reporting any psychosocial hazards in the workplace. The procedures will be reviewed annually with the JHSC.

LETTER OF UNDERSTANDING #2

WORKLOAD

The Union recognizes that the Employer has contractual obligations to its funder(s) with which it must comply in order to continue to receive funding. Based on these obligations, the Employer has organized the workload and the performance of work in the bargaining unit. The Union recognizes that the work performed by the Employees is integral to the Employer meeting its contractual obligations.

The Employer recognizes that, from time-to-time, Employee(s) may have an issue with their workload. If an Employee has an issue with their workload, the Employee shall complete a Workload Alert Form that will be created by the Employer. The Workload Alert Form shall include the Employee's name, date, immediate supervisor, a description of the workload issue, including whether there are any contributing factors, and such other information as may be required by the Employer.

The Workload Alert Form will be submitted to the Employee's immediate supervisor, and copied to the Union. Within ten (10) Working Days the supervisor will meet with the Employee to review and discuss the workload issue. If no resolution to the workload issue is reached, the Workload Alert Form will be forwarded to a representative from Human Resources, and a meeting will be scheduled with the Union, a representative from Human Resources and the Employee within ten (10) Working Days.

The Union recognizes that this Letter of Understanding is meant to address issues only with respect to Employees' workload. The purpose of this Letter of Understanding is not for the Employee to dispute or address the assignment of work, the direction of work, or the performance of work except where the discussion pertains to a workload issue(s).

The Union understands and agrees that issues pertaining to Employees' workload shall not be subject to the grievance procedure unless there is a specific violation of the Collective Agreement.

LETTER OF UNDERSTANDING #3

INTERNAL STUDENT PLACEMENTS

The Employer is supportive of its Employees furthering their professional development and/or education. From time to time, Employees furthering their professional development and/or education may be required to complete a student placement as part of their curriculum.

The Employer will consider, on a case-by-case basis, applications from Employees to complete their student placements with the Employer. In deciding whether to accept an application for student placement from an Employee, the Employer will consider its operations, the effect the internal student placement will have on the operations, its obligation to meet all of the expectations of its funder(s), and whether there are the appropriate resources available. In all cases, the decision of the Executive Director shall be final as to whether an Employee's application for an internal student placement is accepted.

If the Employer declines an application for an internal student placement, the Employer shall provide the Employee with an explanation.

LETTER OF UNDERSTANDING #4

BENEFITS PLAN

Effective June 1, 2018, the Employer agrees that the Benefits Plan will provide for an increase in the amount of eligible psychotherapy benefit to \$750.00 per calendar year. The insurance carrier must approve the provider of the psychotherapy in accordance with the group insurance plan.

Effective June 1, 2018, the Employer agrees that the Benefits Plan will provide for an increase in the amount of vision benefits to \$200 every 24 month period.

LETTER OF UNDERSTANDING #5

EMPLOYEES WHO HAVE ACCRUED MORE THAN 18 PAID PERSONAL DAYS

The Employer and the Union agree that the following employees presently have accrued Paid Personal Days in excess of 18 per calendar year and will continue to be entitled to the Paid Personal Days that they have presently accrued:

Leslie Rogers - Williams (54 accrued Paid Personal Days)

Judy Aiken (57.9 accrued Paid Personal Days)

Caroline McClelland (15.2 accrued Paid Personal Days)

The above-referenced employees will continue to accrue Paid Personal Days each calendar year in accordance with this Collective Agreement. However, the above-referenced employees will not be eligible to carry-forward any Paid Personal Days until their accumulated Paid Personal Days are less than 18, at which time the above-referenced employees will again begin to accrue Paid Personal Days in accordance with this Agreement. The accrued Paid Personal Days have no cash value and are not to be paid out on termination of employment.

LETTER OF UNDERSTANDING # 6

RECEPTIONIST

The Employer and the Union agree that Ronit Levy shall earn a wage rate of \$17.90 (i.e. the hiring rate of the Receptionist job classification) effective the Date of Ratification. Thereafter, Ms. Levy shall progress through the grid in Appendix A in accordance with Article 20 of this Agreement. The Employer and the Union agree that Ronit Levy shall be paid for all hours worked in excess of her regular scheduled hours rather than accrue lieu time.

LETTER OF UNDERSTANDING #7

SERVICES PROVIDED OUTSIDE OF YORK REGION

As of the date this Memorandum of Agreement, the Employer has been in discussions with the Central LHIN for an increase in funding in response to the announcement made by the Ministry of Health and Long-Term Care in August 2017. As of the date of this Memorandum of Agreement, no funding has been formally confirmed by the Central LHIN. The proposed increase in funding would require ASYR to provide services both in and outside of York Region, within the catchment area of the Central LHIN. The proposed increase in funding will result in the creation of new positions at Addiction Services for York Region (the "**Proposed New Positions**") that will be required to provide services both in and outside of York Region.

If the Employer receives formal confirmation of an increase in funding from the Central LHIN, and the Employer signs the confirmation letter agreeing to the terms and conditions contained therein, the Employer and the Union agree that those employees who are hired to occupy the Proposed New Positions, and are supported by the increase in funding from the Central LHIN as described above, will be covered by the terms and conditions of this Agreement, including when performing duties and responsibilities outside of York Region, but within the catchment area of the Central LHIN.

Both the Employer and the Union understand and agree that the parties are not amending the recognition clause under this Agreement nor are the parties expanding the scope of the Union's bargaining rights.