

COLLECTIVE AGREEMENT

Between

MONARCH RECOVERY SERVICES
(Hereinafter referred to as the "Employer")

-and-

**SUDBURY MINE, MILL & SMELTER WORKER'S UNION,
LOCAL 598/UNIFOR**
(Hereinafter referred to as the "Union")



Expiry: March 31, 2026

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TABLE OF CONTENTS

TABLE OF CONTENTS

Article 1 – Purpose	
1.01	6
Article – Scope	
2.01	6
2.02	6
2.03 Full-time Employee.....	7
Part-time Employee.....	7
Casual Employee.....	7
Temporary Employee.....	7
2.04 Contracting Out.....	7
2.05	7
Article 3 – No Discrimination/Harassment/Workplace Violence.....	8
3.01 Union Membership.....	8
3.02 Human Rights Code.....	8
3.03 Joint Commitment in Respect of Discrimination.....	8-9
3.04 Union Member complaint.....	10
3.05 Clarity of harassment, discrimination & bullying.....	11
3.06 Complaint in good faith.....	11
3.07 Information of harassment and discrimination as offence.....	11
3.08 Agreement to use this policy.....	12
Article 4 – Management Rights	
4.01	12
4.02	12
4.03	12
Article 5 – Union Security.....	13
Article 6 – Strikes and Lockouts.....	13-14

Article 7 – Union Stewards and Representatives	
7.01	Agreement of representation..... 14
7.02	Written notification of representation..... 14
7.03	Obtaining permission to leave regular duties..... 14
7.04	Negotiating Committee..... 14
Article 8 – Communication	
8.01	..... 14
8.02	Imposition of Discipline..... 15
8.03	Personnel File..... 15
Article 9 – Grievance Procedure	
9.01	Definition of grievance..... 15
9.02	Grievance procedure..... 15
9.03	Policy grievance..... 16
9.03c)	Group grievance..... 17
9.04	..... 17
9.05	..... 17
9.06	..... 17
9.07	..... 17
9.08	..... 17
9.09	..... 17
9.10	Discharge grievance..... 17-18
Article 10 – Mediation..... 18	
Article 11 – Arbitration..... 18	
Article 12 – Seniority	
12.01	Definition of seniority..... 19
12.02	Seniority lists..... 19
12.03	Probationary period..... 19
12.04	Loss of seniority..... 20
12.04j)	absence due to disability or illness..... 21
12.05	Change in telephone number..... 21
12.06	Job postings..... 21
12.06i)	Temporary Employees for long term absences or projects..... 22
12.07	Layoff and recall..... 23
12.08	Temporary transfer to part time..... 24
Article 13 – Leaves of Absence	
13.01	Personal leave..... 25
13.02	ESA Leaves of Absence..... 25
13.03	Pregnancy leave..... 26
13.04	Parental and Adoption leave..... 26

13.05	Union leave.....	26-27
13.06	Bereavement leave.....	27
13.07	Jury duty and witness leave.....	28
13.08	Education leave.....	28
13.09	General.....	29
Article 14 – Hours of work and overtime		
14.01	Hours of work.....	29
14.01d)	Publish Shifts.....	30
14.01p)	Daylight savings/standard time.....	31
14.01q)	Shift premium.....	31
14.02	Overtime.....	32
14.03	Staff meetings.....	32
14.04	Relief protocol.....	33
14.05	Call-back.....	34
Article 15 – Designated holidays		
15.01	Full-time vacations.....	35
	Floating holidays.....	35
15.02	Opportunity to work stat holidays.....	35
15.03	Rate of stat holiday pay.....	35-36
15.04	.....	36
15.05	.....	36
15.05	.....	36
15.06	.....	36
15.07	.....	36
15.08	.....	36
Article 16 – Vacation		
16.01	Full time vacations.....	37
16.02	Part time vacations.....	37
16.03	Requests for vacations.....	38
16.04	Hospitalized during vacation.....	38
16.05	Requisition sent for Vacation Request.....	38
Article 17 – Health and Welfare Benefits.....		
Article 18 – Sick Leave		
18.01	.....	39
18.01e)	Mental health days.....	40
18.02	Disability Management.....	40
Article 19 – Wages.....		
Article 20 – Pension Plan.....		

Article 21 – General

 21.01 Union bulletin board..... 42

 21.02 Paydays 42

 21.03 Labour Management Committee..... 42

Article 22 – Health & Safety..... 42

 22.03 Guidelines 43

Article 23 – Technological Change.....43

Article 24 – Employee Assistance Program..... 43

Article 25 – Printing of Collective Agreement.....44

Article 26 – Duration.....44

Schedule “A” – Wages..... 45-47

Letter of Understanding re: Vision Care..... 48

Letter of Understanding re: Harassment policy in respect of Unifor Members..... 49-51

Letter of Understanding re: Violence Against Women and Men..... 52

Letter of Understanding re: Hours of Work – New Programs..... 53

Letter of Understanding re: Wages and Implementation..... 54

ARTICLE 1 – PURPOSE

1.01 It is the intent and purpose of the Union and the Employer to further harmonious relationships between the Employer and its employees and to provide for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work and wages for the parties who are subject to the provisions of this Agreement.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all its employees in the City of Greater Sudbury, save and except Supervisors, persons above the rank of Supervisor, office and clerical staff and students and placement students.

2.02 The Employer agrees with the fundamental principle of retaining for employees for work normally done by the bargaining unit. Accordingly, supervisory personnel and contract workers shall not perform work, which is normally done by bargaining unit employees. Both parties agree that students and volunteers working in the Centre will perform bargaining unit work. However, the use of all such individuals will not result in the layoff, continued layoff or reduction of hours of any bargaining unit member.

Outside of the above, supervisors and those above the rank of supervisors, shall not be permitted to perform any bargaining unit work except in the following types of situations:

- (a) in an emergency
- (b) when qualified employees are not readily available. Employees shall be deemed available if they are willing to work straight-time or overtime hours or if the employer has left positions vacant.
- (c) on experimental work
- (d) in the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

NOTE: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other individuals.
Notwithstanding the above:

1) For the Maintenance Department only;

The **Property Manager**, upon request of the maintenance employee, and as an extension of 2.02 (d), shall be allowed to assist the maintenance employee with work of the bargaining unit

but only as an instructor to give guidance while the bargaining unit employee performs the work. The employer in exchange also agrees to provide maintenance employee(s) with an on-going education program to assist in employee(s) learning the demand and requirements of the maintenance department.

2) For Supervisors who are required to maintain skills competencies or currency.

The parties further agree as an extension of 2.02 (d) that a maximum of three supervisors will be allowed to maintain skills competencies. The union bargaining committee and management shall meet quarterly and upon proof of requirement to maintain competencies shall mutually determine a timetable and activity to complete the required competencies. If there is a need to perform direct counseling to maintain competencies or currency it shall be done in group counseling sessions only, with a bargaining unit councilor present at the time of the group session and only for the period required to maintain competency or currency, but at no time shall 40 hours per year, per supervisor, be exceeded.

The extensions to Article 2.02 in 1 and 2 above shall cease should the use of such individuals result in the layoff, or continued layoff or reduction of hours of any bargaining unit member or reduction of any bargaining unit position.

2.03 **A Full-time employee** means an employee who works 32 or more regularly scheduled hours per week.

A Part-time employee means an employee who works 31 or less regularly scheduled hours per week.

A Casual employee means an employee without any regularly scheduled hours. A casual employee shall be terminated under this agreement if they have not worked a minimum of three (3) shifts within a 12-week period, providing at least three (3) shifts were made available.

A Temporary employee is an employee who is hired on a fixed term for a classification that is vacant as a result of an employee being on a long-term absence, leave of absence, or as a result of a secured grant or funding for a special project or specific program.

2.04 The Employer agrees to discuss with the Union the contracting out of work to persons not covered by this Agreement prior to the contracting out of the work.

2.05 The Employer agrees that where inconsistency exists between terms or language in the Collective Agreement and the Employer Policy Manual, the Policy Manual will be amended to reflect the terms or language of the Collective Agreement.

ARTICLE 3 – NO DISCRIMINATION/HARASSMENT/WORKPLACE VIOLENCE

3.01 Union Membership

The Employer and the Union agree that there will be no discrimination, interference, restraint, harassment, or coercion exercised or practiced by either of them or by any of their representatives with respect to any employee because of their membership or non-membership in the Union or because of her activity or non-activity in the Union.

3.02 Ontario Human Rights Code

The Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or harassment, as defined by and within the meaning of the Ontario Human Rights Code, exercised or practiced by either of them or by any of their representatives with respect to any employee reason of age, sex, marital status, race, creed, colour, national origin, disability, sexual orientation, or on any ground prohibited under the Ontario Human Rights Code. The defenses and limitations to the prohibited grounds of discrimination under the Ontario Human Rights Code shall apply.

3.03 Joint Commitment in Respect of Discrimination and Harassment on the Prohibited Grounds Under the Human Rights Code, Bullying, Workplace Harassment and Workplace Violence under the Occupational Health & Safety Act (Bill 168 “Workplace Violence and Harassment”)

- a) The Employer and the Union are committed to providing a positive environment for staff free from discrimination and harassment as prohibited under, and within the meaning of, the Ontario Human Rights Code.
- b) The Employer and the Union are committed to providing a positive environment for employees free from bullying. Depending upon the circumstances, bullying may be a form of harassment or discrimination prohibited under the Ontario Human Rights Code or a form of workplace harassment or workplace violence under the Occupational Health & Safety Act (Bill 168 “Workplace Violence and Harassment”).

Bullying is defined as repeated, persistent, continuous behavior, as opposed to a single negative act, that is known or ought to be known to be unwelcome and intimidates, offends, degrades or humiliates an individual.

Bullying may also be known as mobbing, abuse, workplace aggression, violence, victimization, and social undermining.

c) The Employer and the Union are committed to providing a positive environment for employees free from workplace harassment and workplace violence, within the meaning of the Occupational Health and Safety Act (Bill 168 – “Workplace Violence and Harassment”).

i) ‘Workplace Harassment’ is defined under the Occupational Health and Safety Act as:

“engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome”.

ii) ‘Workplace Violence’ is defined under the Occupational Health and Safety Act as:

- the exercise of physical force by a person against an employee in a workplace, that causes or could cause physical injury against a worker;
- an attempt to exercise physical force against an employee, in a workplace, that could cause physical injury to the worker; or
- a statement or behavior that it is reasonable for an employee to intercept as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.

“Workplace sexual harassment” means:

- engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

iii) The Employer and the Union further acknowledge that the Addiction Service environment contains clients who, through no fault of their own, exhibit behaviours and actions that are threatening or unwelcome to staff. The workplace is built around managing these behaviours to the benefit of both the clients and the staff.

iv) It is agreed that when the employee is faced with workplace violence it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction, which may in the appropriate circumstances include the reassignment of the employee for the remainder of their shift. The parties understand that the Employer and employees are required to make every

effort, to provide appropriate care to clients who may display such responsive or threatening behaviours. The workplace is built around managing these behaviours to the benefit of both the clients and the staff and ensure that the Employer takes every precaution reasonable in these circumstances for the protection of a worker. The Employer will make every reasonable effort to rectify the situation. The employee will also complete an Employee Incident/Hazard Report Form.

The Employer will give all such violence related Incident/Hazard to the Union within three (3) calendar days of the Employer receiving the Employee Incident/Hazard Report Form.

Aggressive or abusive conduct that is exceptional for the clients or which represents a change in the level of behavior for the clients will be documented in the process notes and point of care.

All reported incidents of aggressive/responsive behaviours by client to staff will be documented on the client file and a clear course of action for staff to follow when providing care to the client will also be developed/recorded.

Reasonable steps and interventions by the Employer will follow to address the legitimate health and safety or human rights concerns of the employees which may, in the appropriate circumstances include, transfer of the staff member, without penalty or loss of income to a different client assignment or a different site or program.

3.04 Where a bargaining unit member complains of discrimination or harassment under the Ontario Human Rights Code, or bullying, or workplace harassment or workplace violence as defined in 3.03 a), b), and c) above, by:

i) a person other than another bargaining unit member shall bring such complaint to the attention of the Employer and of Unifor, Mine Mill Local 598. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Employer's response she is entitled to file a grievance under the terms of this Collective Agreement.

ii) another Unifor, Mine Mill Local 598 bargaining unit member, the complainant will first bring the matter to the unit chair or their designate in an attempt to mediate the complaint. If unsuccessful, the complainant will notify the employer and the complaint will be jointly investigated by the Employer and the Union in accordance with the investigation procedure set out in "Harassment Policy in Respect of Unifor, Mine Mill Local 598 Members" contained within the Letter of Understanding attached to the collective agreement

which is, in the circumstances of the joint investigation, deemed to include workplace harassment, violence and bullying. The parties agree that depending upon the nature and severity of the circumstances surrounding the complaint, that some of the steps of the Investigation procedure may be bypassed. Notwithstanding this provision, any instance of possible or suspected workplace violence must immediately be reported to the Employer, in addition to the Union and the joint investigation process shall commence immediately.

It is understood that in the circumstances of workplace violence, the Employer may need to take immediate action and intervention for the protection of the complainant, other employees and residents prior to commencing the joint investigation with the Union.

Where the complaint is investigated under this joint process, the Unit Chair or designate will be the Union investigator.

3.05 For clarity, harassment, discrimination and bullying do not include differences of opinion between employees or non-aggressive employee conflicts, which should be mediated through discussions with the union or properly discharged supervisory actions occasioned in good faith and in accordance with the provisions of the collective agreement, including the delegation and monitoring of work assignments, performance and/or the assessment of discipline.

3.06 The Employer and the Union agree that an employee who in good faith lodges a complaint of discrimination or bullying or workplace violence or who participates in good faith in an investigation of such a complaint is entitled to protection against retaliation or reprisal.

The Employer and the Union further acknowledges that the pursuit of frivolous allegations of harassment, discrimination, bullying or violence through the complaint procedures have a detrimental effect on the spirit and intent for which the complaint procedures were rightfully developed and therefore is not acceptable. It is also agreed that an employee who submits numerous frivolous complaints or a fraudulent complaint may be the subject of a complaint under this Article 3 and may be subject to disciplinary action up to and including termination.

3.07 In support of providing and maintaining an environment free of harassment and discrimination, the Employer will ensure that all staff members, volunteers and persons with practicing or working privileges in the facility are informed that harassment and discrimination in the workplace is an offence under the Ontario Human Rights Code and/or the Occupational Health and Safety Act, as applicable. The employer will meet its obligation to provide training on Workplace Harassment and Violence as may be required by the Occupational Health and Safety Act and other legislation. Such mandatory training shall follow the conditions set out in Article 14.03 (3).

3.08 The Parties agree to abide by the Monarch Recovery Services Harassment Policy and the language negotiated within this collective agreement. This policy was developed jointly with the Union and Employer. Both parties agree to meet if either party would like to make changes or additions to the Policy.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive right and function of the Employer to:

- (a) Maintain order, discipline, and efficiency.
- (b) Hire, retire, transfer, classify, assign, appoint, promote, demote, layoff, recall and to suspend, discharge or otherwise discipline employees. A claim by an employee, who has completed their probationary period, that the employee has been disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) Make, alter, and enforce from time-to-time reasonable rules and regulations to be observed by employees except as specifically abridged or modified by this Agreement.
- (d) The Employer shall provide to the Union a copy of the rules and regulations as amended from time to time.
- (e) Generally manage the Facility and all the enterprises in which the Employer is engaged in all respects and in accordance with its obligations, and without restricting the generality of the foregoing, the location of machines and equipment to be used, the location and number of employees required from time to time, the qualifications of employees, the assignment of work and the assignment of overtime work, the locations of its enterprises, policies and procedures to be followed, subcontracting of work, the extension, limitation, curtailment or cessation of operations, schedules of work and vacations, reasonable standards of performance of all employees, and all other matters concerning the Employer's operation not otherwise specifically modified by express provisions of this Agreement.

4.02 It is agreed that the Employer may exercise any of the rights, powers and functions or authority which the Employer had prior to the signing of this Agreement, except those rights, powers or functions or authority which are specifically abridged or modified by this Agreement.

4.03 The Employer agrees to administer this Agreement in a fair and reasonable manner.

ARTICLE 5 – UNION SECURITY

- 5.01 The Employer shall, during the life of this Agreement, deduct and remit to the Union each month an amount prescribed by the Union for each employee, which in total shall equal the Union's monthly dues. The deduction shall be remitted by the fifteenth day of the month following the month in which such deductions were made.
- 5.02 If no deduction is made from any pay for reasons solely of the employees being away on vacation, that deduction will be made from the next pay due to such employee.
- 5.03 The amount of Union monthly dues currently in effect, in accordance with the Union's constitution shall be certified by the Union to the Employer by letter signed by the President or Financial Secretary of the Local who represents such employees on behalf of the Union. The Union shall notify the Employer in writing of all changes and such changes in the Union monthly dues will take effect on the next dues deduction.
- 5.04 In the case of newly hired employees, such union dues deductions and initiation fees shall commence on the first deduction date following the date of hire.
- 5.05 The Employer shall forward a list of employees to the Union for and on whose behalf union dues have been deducted in accordance with 5.01 and shall also include their hourly rate of pay along with all their regular, premium and overtime hours worked for the month with the remittance of union dues.
- 5.06 The Employer shall provide a list of all employees who have resigned, retired, or have been terminated in the month; names of any employees who have been laid off/recalled, and name, classification, addresses, phone numbers and if available, email addresses of all new bargaining unit members. A copy shall be sent to the Union Hall and the Unit Chair.

In addition, the Employer will provide the Local Union and the National Union Office the name, classification, addresses, phone numbers and if available, email addresses of each bargaining unit employee and the hours each employee has worked two times per year.

- 5.07 The Employer will provide the President of Local 598 Mine Mill, Unit Chair or Steward twenty (20) minutes during their scheduled shift to meet with all new employees for the purpose of advising such employees of the existence of the Union and their rights under the terms of the Collective Agreement.

ARTICLE 6 – STRIKES AND LOCKOUTS

- 6.01 There shall be no strikes as defined in the Ontario Labour Relations Act, currently in force so long as this Agreement continues to operate.

- 6.02 In the event of a strike or lockout, the parties agree that there will be no action taken by either party against employees after the end of the strike or lockout. All employees immediately prior to the strike or lockout shall be recalled after the strike or lockout provided the employee has not been discharged for just cause.

ARTICLE 7 – UNION STEWARDS AND REPRESENTATIVES

- 7.01 The Employer agrees to recognize one Unit Chairperson, and two Stewards who may be elected by the employees or appointed by the Local Union. The Employer agrees to recognize one Health and Safety Representative per location (two of which will be certified) who may be elected by the employees or appointed by the Local Union. This Article is applicable to employees who have completed their probationary period.

- 7.02 The Employer will receive a written notice listing the name(s) of the employee(s) applicable to 7.01 and any changes as they occur. The Employer shall not be required to recognize any Unit Chairperson, Steward, or Health and Safety Representative until such notification from the Local Union has been received.

- 7.03 The parties agree that Stewards shall not leave their regular duties without first obtaining permission from their immediate supervisor or designate. Such time away from regular duties shall be used for the prompt handling of grievances and shall be without loss of pay. Permission to take such time shall not be unreasonably withheld. In the event that the Unit Chair is unavailable to attend Union Duties, the Steward will attend on behalf of the Unit Chair.

- 7.04 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee, comprised of the Unit Chair and two Stewards to be elected or appointed by the membership. Time spent in negotiations will be without pay but will be considered hours worked for both full-time and part-time employees for the purpose of seniority, service and benefits. The Committee shall have the assistance of a Union Staff Representative at meetings with the Employer.

ARTICLE 8 – COMMUNICATIONS

- 8.01 The Parties agree that non-disciplinary discussion with the Employer will not be noted in the employee's personnel file.

8.02 IMPOSITION OF DISCIPLINE

- (a) Where the employer becomes aware of an incident or situation that could give rise to discipline of an employee within the bargaining unit, such action must be taken within 7 days of the occurrence.
- (b) If any form of discipline is exercised upon a member of the bargaining unit, representation by a Union Steward will be offered to the employee by management in the presence of a Union Steward.
- (c) Any verbal reprimand will be removed from an employee's file twelve months following the receipt of such reprimand provided the employee has been discipline free for twelve months.
- (d) Any written reprimand that is to be recorded in the employee's file will be given to the employee and a copy forwarded to the Unit Chair. Any written reprimand will be removed from an employee's file twelve months following receipt of such reprimand provided the employee has been discipline free for twelve months.
- (e) Any suspension will be removed from an employee's file twelve months following receipt of such suspension provided the employee has been discipline free for twelve months.
- (f) A Union Representative may be present during any investigatory meetings in which the employee has agreed.

8.03 PERSONNEL FILE

Upon written request an employee shall have access to review the employee's personnel file at a time and location mutually agreed upon. Copies of any documents contained in the personnel file may be released to the employee upon request. The employee has the right to have a union representative present.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the application, interpretation, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

9.02 Grievance Procedure

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance

until they have first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint shall be discussed with their immediate supervisor within seven calendar days after the circumstances giving rise to it have occurred. If the complaint is not settled, it shall be taken up as a grievance within seven calendar days of the discussion in the following manner and sequence.

Step No. 1

The employee and/or Steward may submit a written grievance signed by the employee and the Steward to their immediate supervisor. The grievance shall identify the nature of the grievance, the provisions of this Agreement, which are alleged to have been violated, and the remedy, which is sought. The immediate supervisor will deliver their decision in writing within seven calendar days following the day on which the grievance was presented to him/her. Failing settlement, the:

Step No. 2

Within seven calendar days following the decision under Step No. 1, the employee or Steward shall submit the written grievance to the CEO or their designate. A meeting will be held between the CEO or their designate and grievor within seven calendar days. It is agreed that a Union Steward and a Union President or designate of the Union may be present at the meeting and that the Employer may have such counsel and assistance as it may desire at such meeting. The decision of the CEO shall be delivered within seven days of the meeting.

9.03 **Policy Grievance**

- (a) Any difference arising directly between the Employer and the Union as to the interpretation, application, administration, or alleged violations of this Agreement shall be filed in writing by the Union to the Employer at Step 2 of the grievance procedure within seven calendar days of the occurrence of the grievance or when the Union should have reasonably become aware of the alleged violation. A meeting shall be held between the representatives of the Employer and the Union within fourteen calendar days of the filing of the grievance. The grievance shall be answered in writing by the Employer within seven calendar days of such meeting. A policy grievance may not be used to bypass the regular grievance procedure.
- (b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application, or interpretation of any provisions of this Agreement commencing at Step 2 of the grievance procedure. The grievance shall be filed in writing with the Union by the CEO or their designate within seven calendar days of the initial incident giving rise to the complaint or when the Employer should have reasonably become aware of the alleged violation. A meeting shall be held between representatives of the Employer and the Union within fourteen calendar

days of the filing of the grievance. The grievance shall be answered in writing by the Union within seven calendar days of such a meeting.

(c) **Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing, identifying each employee who is grieving to the CEO or designate. This will occur within seven working days after the circumstances giving rise to the grievance have occurred or come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 2.

9.04 Any step of the grievance procedure may be waived by mutual agreement in writing between the Employer and the Union.

9.05 Agreements arrived at between the Employer, the employee and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employees concerned.

9.06 Failing settlement of any grievance under the foregoing procedure, the grievance may be submitted to arbitration as hereinunder provided. If no written notice of referral to arbitration is received within forty-nine calendar days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned. The time limits mentioned above may be extended by mutual agreement of the parties and days are to be interpreted as calendar days. Such request will not be unreasonably denied.

9.07 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.

9.08 Notices required to be in writing shall be deemed to be properly given if first given orally or by telephone and confirmed in writing no later than the final day of giving notice. In this Article, except for Article 9.06, and in Article 10, days shall be exclusive of Employer and/or Union shutdowns.

9.09 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

9.10 DISCHARGE GRIEVANCE

A claim by a probationary employee that they have been discharged contrary to Article 12.03(c) or a claim by an employee who has completed their probationary period that they have been discharged without just cause shall be treated as a grievance if a written statement of such

grievance is lodged by the employee with the CEO at Step No. 2 within seven calendar days following the date on which notice of the discharge was received by the Unit Chairperson.

A Single Arbitrator chosen in accordance with article 11 may resolve such grievance by:

- (i) Confirming the management's action in dismissing the employee; or
- (ii) Reinstating the employee with full, partial or no compensation for time lost, and benefits and credits; or
- (iii) Any other arrangement which is just and equitable in the circumstances.

ARTICLE 10 – MEDIATION

10.01 Within seven calendar days of the referral of a grievance to arbitration, the parties may agree to a mediation process. In such circumstances, the parties will contact a mutually acceptable, qualified neutral mediator to arrange mediation as soon as possible on a mutually acceptable date. Each party shall bear one-half the cost of the fees and expenses of the mediator.

The parties shall engage in this process on the following basis:

- (a) Each party shall make every reasonable effort to resolve the matter;
- (b) Any positions taken, or information provided by either party shall not be admissible should the matter proceed to arbitration;
- (c) This step shall not be used to delay arbitration of a matter.

ARTICLE 11 – ARBITRATION

11.01 When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out in Article 9.06 above, and at the same time propose arbitrators to hear the matter. Within fourteen calendar days, the other party shall respond accepting one of the proposed arbitrators, or in the alternative providing a list of proposed arbitrators to the other part. In the event that the parties fail to agree on an arbitrator within thirty days, the Minister of Labour for the Province of Ontario shall have the power to affect such appointment upon application by the party invoking the arbitration procedure.

11.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, except where otherwise agreed by the Union and the Employer.

- 11.03 It is understood and agreed that the Arbitrator has no authority to alter, modify or annul any part of this Agreement.
- 11.04 The proceedings of the Arbitrator will be final and binding upon the parties hereto and the employee(s) concerned.
- 11.05 Each of the parties hereto will share equally the fees and expenses of the Arbitrator.

ARTICLE 12 – SENIORITY

12.01 Seniority is the principle of granting preference to the senior employees for promotions, demotions, transfer, layoffs, recall after layoffs, entitlement to job vacancies and vacation entitlements in accordance with length of employment. Seniority shall mean length of continuous service with the Employer since date of last hire and shall be applied as set out below.

12.02 Seniority Lists

- (a) There shall be separate seniority lists for full-time and part-time employees covered by this Agreement who have completed their probationary period. A copy of each seniority list shall be posted on April 1 and October 1 of each year. Seniority for full-time employees shall be their date of last hire as adjusted by the provisions of this collective agreement.

Full-time employees will accrue seniority on the anniversary date of last hire.

Part-time and casual employees shall accrue seniority by hours worked based on 1800 hours equaling 1 year of service.

- (b) An employee who is transferred from full time to part time or casual, or vice versa, shall transfer their seniority from one list to the other on the basis of 1800 hours for one year, and pro-rated accordingly.

12.03 Probationary Period

- (a) The following represents the probationary period for all employees:
- (i) Full time employees: 4 months
 - (ii) Part time employees: 600 hours or 5 months whichever occurs first
 - (iii) Temporary and Casual employees: 600 hours or 9 months, whichever occurs first

Upon mutual agreement between the Employer, the employee and the Unit Chairperson, the probationary period may be extended up to three months from the date of their meeting. If retained after the probationary period, the employee shall be credited with seniority to their last date of hire.

- (b) An employee who transfers to another position and who has not completed their probationary period shall be required to complete the appropriate probationary period for that position. An employee shall be credited with probationary hours accumulated in their former position against any new probationary requirement, if any.
- (c) A probationary employee may be terminated by the employer during the probationary period where, in the opinion of the Employer, the employee is unable to perform the work to the satisfaction of the Employer or is in any other way unsuitable for employment with the Employer. The Employer's judgment shall not be exercised in an unfair or unreasonable manner.

12.04 Seniority shall be lost, and an employee shall be deemed to be terminated under the following circumstances:

- (a) Where the employee resigns;
- (b) Where the employee is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (c) Where the employee has been laid off for a period of twenty-four months;
- (d) Is absent for more than three consecutive scheduled working days without providing a reason satisfactory to the Employer;
- (e) Has been laid off and fails to report their intention to return to work within fourteen calendar days from the date of notification by registered mail at the last known address on the files of the employer;
- (f) Fails to return upon completion of a granted personal leave of absence;
- (g) Accepts gainful employment while on leave of absence without first obtaining the written consent of the Executive Director, which consent shall not be unreasonably withheld.
- (h) Is absent due to a disability or illness, whether work related or non-work related, for a period of twenty-four (24) months from the time the disability or illness commenced, providing such termination is not in violation of the Human Rights Code. Any decision to terminate the employee's employment under this Article shall not affect the employee's entitlement to LTD Benefits.
- (i) Where an Employee works temporarily in a non-union capacity, seniority will be maintained but not accrued for a period of 18 months. Should they be returned to the

bargaining unit after that period, their seniority date will start over and be the date on which they return to the bargaining unit.

12.05 It shall be the duty of each employee to notify the Centre, in writing, promptly of any change in address and telephone number. The Employer will confirm in writing a receipt of any change in address or telephone number.

12.06 **JOB POSTINGS**

- (a) Where a temporary or permanent vacancy occurs in a classification or if a new classification is created in the bargaining unit, such vacancy shall be posted internally, initially for a period of seven days exclusive of Saturdays, Sundays and holidays. Employees may apply for the position during the posting.
- (b) Any subsequent internal postings will be for a duration of four working days to allow employees the opportunity to apply. Employees may apply for the position during such posted period. Such applications shall be dealt with by the Employer under Article 12.06(c) before considering applicants from outside the bargaining unit.
- (c) Employees shall be selected for positions posted under 12.06(a) (b) on the basis of their skill, ability, experience and qualifications. Where these factors are equal amongst the employees considered, seniority shall govern, providing that the successful applicant, if any, is qualified to perform the available work. Where seniority is a determining factor, preferences shall be given to full time employees.
- (d) The successful applicant shall be placed on trial for a period of two months. Conditional on satisfactory service, the employee shall be declared permanent after the trial period. Where it is determined by the Employer or the employee that the successful applicant is not suitable for the job during the trial period, they shall be returned to their former position and salary level without loss of seniority.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary level without loss of seniority. The above shall apply only if you are transferring from one classification to another classification.

- (e) Employees may indicate their desire to apply for a job posting by writing to the Executive Director in advance, should a job posting occur during the employee's pre-approved vacation or absence.
- (f) The Union agrees that the Employer may use part time employees as temporary replacements during the trial period without a reduction in pay to said employee.

In the event the temporary placement is in a classification providing a greater rate of pay, the employee will receive the higher rate of pay.

- (g) All job postings will indicate the department, classification, qualifications and rate of pay.
- (h) No full-time employee within the bargaining unit shall be laid off for the sole reason of their duties being assigned to one or more part-time employees.
- (i) **Temporary employees for Long Term Absences or Project**
 - (1) The Employer may hire a temporary employee for any classification that is vacant as a result of an employee being on long term absence, leave of absence or where the Employer has secured a grant for a special project or specific program of limited duration.
 - (2) Long term absence means an absence where the Employer has reason to believe the absence will be greater than six months for reasons of WSIB, LTD, parental leave, personal leave.
 - (3) A special project or a specific program is where the Employer has received and/or is applying special funds not normally received or applied in its general operations.
 - (4) A temporary employee will be privileged to all rights under the terms of the Collective Agreement, save and except the following:
 - (a) While employed as a temporary employee, said employee shall not displace in any way any other employee except another temporary employee;
 - (b) Temporary employee(s) will have their own seniority list and will have the right to exercise that seniority against any other temporary employee;
 - (c) Should a temporary employee be hired to fill a vacancy through external means (no successful candidate found internally through the posting provision), said employee's seniority will be from the most recent date of hire except as outlined in (d).
 - (d) A temporary employee shall carry their pre-hire seniority into their new classification for the purpose of vacation entitlements and wage increases only.
 - (e) The Employer may discharge a temporary employee at any time for just and reasonable cause;

- (f) A temporary employee's employment will be terminated upon return of the absent employee or the completion of the project or program.

12.07 Layoff and Recall

- (a) In all cases of layoff, including a layoff due to a lack of funding to maintain the complement of employees necessary to do the work, the Employer shall layoff in reverse order of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the normal requirements of the work. Subject to the foregoing, probationary employees shall be first laid off.
- (b) Employees shall be recalled in the order of seniority, unless otherwise agreed between the Employer and the Union, provided that the employee is qualified to fulfil the normal requirements of the work.
- (c) An employee who is subject to layoff shall have the right to either:
 - (i) Accept the layoff and be placed on a recall list for eighteen months; or
 - (ii) Accept the layoff and receive in lieu of notice set out in 12.07 g) and severance pay in accordance with the Employment Standards Act; or
 - (iii) Displace a less senior employee in an equal or lower classification in the bargaining unit if the employee originally subject to layoff is qualified to fulfill the minimum requirements of the work and shall be granted the trial period set out in 12.06 d). Such employee so displaced shall be laid off, subject to their rights under this section.

An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they is qualified to fulfill the minimum requirements of the work. An employee who is recalled shall be credited with the seniority they had at the time of the layoff.

No new employees will be hired until those laid off have been given an opportunity of recall under 12.07 (b). An employee who accepts a layoff will, if they so wish, indicate to the Employer to be placed on the list of casual employees.

- (d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the tenth calendar day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.

- (e) The layoff and recall of full-time employees shall be separate and apart from the layoff and recall of part-time employees. Full time employees subject to layoff shall have the right under Clause (c) to displace part time employees provided they are qualified to fulfill the normal requirements of the work. Part time employees who are on layoff will be considered by the Employer for full time vacancies before considering applicants from outside the bargaining unit.
- (f) In the case of temporary interruption of employment or a permanent interruption of employment, the Employer shall give its best efforts to give the employees and the Union as much notice as possible of such interruption.
- (g) The Employer shall provide individual employees with notice of layoff in accordance with the current Employment Standards Act.

(i)

Employees Period of Employment weeks' notice	# of weeks
Less than a year	1 week
1 year or more but less than 3 years	2 weeks
3 years or more but less than 4 years	3 weeks
4 years or more but less than 5 years	4 weeks
5 years or more but less than 6 years	5 weeks
6 years or more but less than 7 years	6 weeks
7 years or more but less than 8 years	7 weeks
8 years or more but less than 9 years	8 weeks

- 12.08 (a) Full-time employees may request a temporary transfer to a part time position. Transfers granted by the employer under this section shall be contingent upon and subject to the following conditions:
- (i) The employee will be treated as a part time employee for all purposes under the collective agreement;
 - (ii) The transfer will be for a minimum six months and a maximum twelve-month period;
 - (iii) The employer is able to adequately provide replacement staff for the entire period.
- (b) The transfer may be terminated early by the employer if the employer is encountering any staffing problems filling the balance of the full-time hours with temporary staff. The Employer agrees to provide that internal posting avenues have been exhausted, prior to utilizing temporary staff under 12.08.

ARTICLE 13 – LEAVES OF ABSENCE

13.01 PERSONAL LEAVE

- (a) Written requests for a personal leave of absence without pay will be considered on an individual basis by the CEO or their designate and will be granted at the discretion of the Executive Director or their designate which approval will not unfairly or unreasonably be withheld provided that the absence of the employee will not unreasonably affect the operation of the Employer. Such requests are to be submitted as far in advance as possible and a written reply will be given as soon as possible. Requests for leaves of absence for the duration of ninety calendar days or more will require the approval of the Board of Directors which approval will not unfairly or unreasonably be withheld.
- (b) Where any leave of absence without pay exceeds thirty calendar days, the Employer subsidies for any benefits shall cease. Employees on such leave shall have the right to continue participating in such benefits for which they are eligible provided that they assume full responsibility for the cost of such premiums.
- (c) It is understood that during any leave of absence not exceeding thirty calendar days, both seniority and service will accrue. During a leave of absence without pay exceeding thirty calendar days, credit for service for the purpose of salary, vacation, sick leave or any other benefit under any provision of the collective agreement or elsewhere, shall be suspended: the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary days adjusted accordingly. In addition, the employee will become responsible for full payment of all subsidized employee benefits in which the employee participates for the period of absence. Also, during the period of absence credit for seniority shall be suspended and not accrue except for leave of absence for education relevant to the work of the Centre.

13.02 EMPLOYMENT STANDARDS ACT LEAVES OF ABSENCE

- (a) An employee's entitlement to and obligations with regard to Family Medical Leave, Organ Donor Leave, Family Caregiver Leave, Critical Ill Child Care Leave, Crime-Related child Death or Disappearance Leave, Personal Emergency Leave, Emergency Leave – Declared Emergencies, Reservist, Pregnancy, Parental and Adoption Leave, Domestic or Sexual Violence Leave, shall be governed by the Employment Standards Act or as modified by this collective agreement.
- (b) An employee who is on Leave set out in (a) above shall continue, for the legislated duration of the leave, to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits (if permitted by the plan and if the employee continues to

pay their share of premium), including pension (if permitted by the plan and if matched by the employee in accordance with the terms of the collective agreement) in which the employee is participating during the leave.

- (c) Subject to any changes in an employee's status which would have occurred had he or she not been on leave set out in (a) above, the employee shall be reinstated to their former position or a comparable job, if the employee's former position no longer exists, in accordance with the provisions of the Employment Standards Act.

13.03 PREGNANCY LEAVE

- (a) An employee shall be eligible for Pregnancy/Maternity leave of absence in accordance with the *Employment Standards Act*.
- (b) The employee shall advise their immediate supervisor in writing of the proposed date for the commencement of their leave and their return to work as soon as possible, and at least two weeks prior to the expected start of the leave and four weeks prior to the expected return to work.
- (c) A full-time employee shall be granted up to a maximum of three days' leave with pay if required to attend to needs directly related to the adoption of their child.

NOTE: For an employee who is off work due to Pregnancy/Maternity Leave, such time off shall be considered as time worked for the purpose of service and seniority, full vacation entitlement with full pay and wage increment advancement.

13.04 PARENTAL AND ADOPTION LEAVE

- (a) Employees shall request parental leave at least two weeks in advance of the leave.
- (b) Parental leave will be granted in accordance with the *Employment Standards Act*.

NOTE: For an employee who is off work due to Parental and Adoption Leave, such time off shall be considered as time worked for the purpose of service and seniority, full vacation entitlement with full pay and wage increment advancement.

13.05 UNION LEAVE

- (a) The Employer, upon two weeks' notice, where possible, from the Union, shall grant a leave of absence to employees appointed by the Union to attend Union matters, providing the granting such leave does not unduly interfere with the efficient operations of the Employer. No more than one employee in the same classification at a time may be on Union leave unless it is a full time and part time employee from the same classification. The Union will endeavor to confirm such

requests for time off in writing as soon as possible. Time spent on union leave will be with pay as set out in (b) below and will be considered hours worked for both full time and part time employees for the purpose of seniority, hours of work service and benefits.

- (b) During a leave of absence under this Article, the Employee will continue to receive her regular wages and benefits. The Union will reimburse the Employer for the costs associated with maintaining the employee's wages.
- (c) Where any Union leave of absence without pay exceeds three months, the Employer subsidies for any benefits shall cease. Employees on such leave shall have the right to continue participating in such benefits for which they are eligible provided that they assume the full responsibility for the cost of such premiums.
- (d) Upon written application by the Union, the Employer will give reasonable consideration to a request for a longer leave of absence without pay to an employee elected to a full time position with the Local of National Union or following a Municipal, Federal or Provincial election is elected to public office. Such leave shall be for a period of up to four years and may be renewed upon request from the employee. The Employee will continue to accumulate seniority and service during this leave (Part time seniority and services will be calculated based on the hours worked by the employee who fills the vacated position caused by the part-time employee on leave). It is agreed that the employee will be considered an employee of the Union for WSIB purposes during the leave and the Union will arrange for WSIB coverage. The Union will be responsible for payment of vacation during the leave.

13.06 **BEREAVEMENT LEAVE**

A full time or part time employee who notifies the Employer as soon as possible following bereavement shall be granted up to five consecutive scheduled working days off without loss of the employee's regular pay for the employee's regularly scheduled hours, up to and including the day of the funeral of the employee's:

Father (step)	Mother (step)
Husband	Wife
Common law spouse	Same sex partner
Son (step)	Daughter (step)
Sister (step)	Brother (step)
Grandmother (step)	Grandfather (step)
Grandson (step)	Granddaughter (step)
Mother-in-law	Father-in-law
Daughter-in-law	Son-in-law
Brother-in-law	Sister-in-law

A full time or part time employee who notifies the Employer as soon as possible following a bereavement shall be granted up to three days off without loss of the employee's regular pay for the employee's regularly scheduled shift to attend the funeral of employee's:

Niece
Grandparents-in-law

Nephew

A full time or part time employee who notifies the Employer as soon as possible following a bereavement shall be granted up to three days off without loss of the employee's regular pay for the employee's regularly scheduled shift to attend the funeral of employee's:

Aunt

Uncle

Where a service (such as an internment, memorial service, or celebration of life) will occur at a later date, the employee may request for any portion of bereavement leave to be deferred to such later date. This request will not be unreasonably denied.

13.07 JURY DUTY AND WITNESS LEAVE

- (a) If an employee is required to serve as a juror in any court of law, or is subpoenaed as a witness in any proceeding other than a proceeding between the Centre and the Union and/or any person represented by the Union, the employee shall not lose her/his regular pay because of such attendance provided that the employee:
 - (i) Notifies the Employer immediately on the employee's notification that they will be required to attend court;
 - (ii) Presents proof of service requiring the employee's attendance;
 - (iii) Deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt where available.
- (b) Where the employee's attendance is not required for the whole day, they shall contact their supervisor regarding any possible return to work on that day.

13.08 EDUCATION LEAVE

- (a) The Employer agrees to pay the Union two cents per hour for each unionized employee per year to be used for the Paid Education Leave (PEL)/Education Programs.

- (b) The employer may grant an employee's request for an unpaid leave of absence to a maximum duration of eight (8) months for an employee to upgrade the employee's employment qualifications as they relate to work in additions, providing the employee provides at least two (2) months' notice in writing and further provided that the leave of absence may be arranged without inconvenience to normal work operations. A request of less than two (2) months' notice will not be unreasonably denied. Employee, when applying must indicate the date of departure and specific date of return. Any benefits based on service and seniority shall be retained but not accumulated.

13.09 **GENERAL**

- (a) Except for personal leave, Article 13.01, all leaves shall be without loss of seniority to any employee requesting such leave.
- (b) Except for personal leave and union leave the Employer agrees to continue its portion of the premium payment for benefits acquired under this agreement provided the employee continues to pay their portion of the premium.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

14.01 **Hours of Work**

The following provisions are intended to designate normal hours of work over the working schedule as determined by the Employer and shall not be construed to be a guarantee of hours of work to be performed during each working schedule:

- (a) For full-time employees, the normal hours of work over the schedule will be forty hours a week; the hours of work may be reduced by mutual agreement between the employer and the union providing the hours are not reduced below 32 hours in a week.
- (b) Normal hours of work for part-time employees will be eight hours per day and not more than forty-eight (48) hours, averaged over a two-week period. Part time employees, acting as relief, may be temporarily scheduled by seniority in excess of forty-eight (48) hours per week. Part-time employees will be scheduled for normally back-filled vacancies created by the absence of any other full-time or part-time employees. Once the schedule has been posted, part-time employees shall be given first opportunity to accept available shifts, prior to calling in a casual employee.
- (c) There shall be no split shifts for any of the employees except on the mutual agreement of the employee and Employer;

- (d) The Employer shall use their best reasonable efforts to prepare and publish shift schedules for fourteen days in advance of the commencement of the schedule. Should a part-time employee have any period of unavailability, it must be provided to the Employer four weeks in advance of the commencement of the schedule, in order for the Employer to reasonably attempt to schedule around such availability. The schedule shall cover a four-week period. This clause does not apply to the Aboriginal Worker and the maintenance person.
- (e) Subject to the exigencies of resident care, employees shall be entitled to one hour rest period during each eight-hour shift. For every additional two hours worked, the employee is entitled to an additional 15-minute rest period. An employee who is required to work through all or part of their meal or break period, shall have that portion of the meal or break period that was interrupted rescheduled as soon as practical later that day. An employee who is not able to take their negotiated meal or break period, or any portion thereof, shall be paid at the rate of time and one half their rate of pay for the work performed during each negotiated meal or break period not provided.
- (f) The Employer shall first assign shifts to regular part time employees by seniority which becomes available as a result of the injury, illness and vacation of a regular employee provided that the assignment of the shift will not result in a requirement to pay overtime. The Employer shall endeavor to distribute the remaining shifts on an equitable basis among the casual employees;
- (g) The Employer agrees that it will not assign shifts to part time employees or casual part time employees if the assignment of the shift would deprive a full-time employee of forty hours per week.
- (h) The work week for all employees other than Addiction Counselor will be seven days a week commencing on Monday day shift. The work week for Addiction Counselors will be Monday to Friday. Upon mutual agreement, Addiction Counselors may be scheduled to work on Saturday or Sunday;
- (i) The Employer will endeavor to schedule a staff, student or volunteer to work during visitations and admissions;
- (j) Where an employee is assigned by the Employer to be on-call outside of their normal work day, the employee shall be paid an on call premium of 13% of the regular rate for each hour of on call duty; Where an employee is required to report to the worksite while on-call, the employee shall be able to claim mileage to the worksite to a maximum of a 50 kilometer round trip;

- (k) The normal workday for all employees shall be eight consecutive hours. The normal workday for an employee may be varied upon mutual agreement between the employer and the union;
- (l) An employee who works in excess of the normal workday shall be provided a fifteen (15) minute paid rest period for each two (2) hour period requested to work beyond the normal work day. These breaks may be combined and taken as one, subject to the exigencies of client care.
- (m) The employer will reimburse or supply vouchers to employees who need to take a cab home from work after the shift ending at midnight or to work for a shift starting at midnight, up to a maximum of \$30.00 per incident, upon presentation of taxicab receipt and up to a total maximum per year for the entire bargaining unit of \$750.00. Any unused portion of the \$750.00 at the end of the year will be used to reimburse employees for any rides in excess of \$30.00 per incident on a pro-rata basis;
- (n) Requests for an exchange of shifts shall be made in writing to the Supervisor and shall not be unreasonably denied. It is understood and agreed that the Employer will not be required to pay any overtime premium as a result of the shift exchange. Shift exchanges shall not be made without the written approval of the Supervisor.
- (o) When an employee is unable to attend work due to adverse weather conditions and the public transportation system is closed or roads are closed or unpassable by vehicular traffic, compensatory pay will be granted to a maximum of one paid day per fiscal year. Any additional days will require the employee to make up the lost time.
- (p) DAYLIGHT SAVINGS/STANDARD TIME

Employees who work during a change to Daylight Savings time will be paid for 8 hours at straight time. Employees who work during a change to Standard Time will be paid for 9 hours at straight time. It is understood that an extra hour worked as a result of a time change will not be counted towards meeting the overtime threshold.
- (q) Effective the date of ratification, a shift premium of \$0.60 will be paid for all hours worked on a normal workday for an afternoon shift.

Effective the date of ratification, a shift premium of \$1.00 will be paid for all hours worked on a normal workday for a night shift.

As for clarity, afternoon shifts start at 3:00 p.m. at the Men's site and 4:00 p.m. at the Women's site.

Night shifts currently start at 11:00 p.m. at the Men's site and 12:00 a.m. at the Women's site.

If either the afternoon or the night shifts above are changed, the Employer and Union agree to discuss and resolve the application of the premium to the changed shifts.

14.02 OVERTIME

- (a) i) For full-time employees, overtime shall be defined as all approved time worked in excess of a regularly scheduled shift.
- ii) For temporary, part-time or casual employees, overtime shall be defined as all approved time worked in excess of 8 hours in a day, or in excess of 40 hours in a week.
- (b) **All overtime must be approved in advance by the Supervisor before it is worked.**
- (c) Such overtime for full-time and regular part time employees as defined in Article 14.02 (a) shall be compensated by lieu off without loss of pay on the basis of one and one-half hours for each hour of overtime worked. Compensation in lieu time off will be scheduled by mutual agreement, within one month of accumulation. Exceptions may be made with the agreement of the Supervisor. Where the employee is unable to take the compensating lieu time off due to operational requirements, any such lieu time off will be paid out to the employee. Overtime premiums shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums payable.
- (d) Subject to the exigencies of client care overtime shall be on a voluntary basis.
- (e) Where an employee requests to attend a conference/educational seminar/etc. and the agency supports the request, no overtime shall be paid for missed breaks or time spent beyond a scheduled shift.

14.03 STAFF MEETINGS

1. It is understood and agreed that attendance at staff meetings outside of employee's regularly scheduled hours is optional and time spent at such staff meetings shall not be counted as regular working hours for the purpose of calculating overtime or lieu time entitlement.
2. It is further understood and agreed that, in order to encourage attendance, employees shall be paid their regular hourly rate for time spent at staff meetings.

3. Where the Employer requires the employee to attend a mandatory meeting outside of regularly scheduled hours, the employee will be entitled to receive overtime in accordance with Article 14.02 for the duration of the mandatory meeting.

14.04 RELIEF PROTOCOL

When needs to fill a shift after the schedule has been posted, the following procedure will be followed:

- (a) If the employer is seeking to fill a shift with a start time within sixteen (16) hours, a group text message or phone call (based on the employee's preference as indicated to the employer) will be sent to all part time and casual employees at the one (1) phone number that they have provided to the employer. After thirty (30) minutes, the employer will review responses received and the shift will be assigned to the most senior non-scheduled part time employee that has responded to the message and is not in a premium position. If no part time employees are available to work that shift, then the same process will occur with casual employees that have responded. Once the shift has been assigned, the employer will send a group text message indicating the employee that has been assigned the shift.
- (b) In cases where there is greater than sixteen (16) hours but less than forty-eight (48) hours prior to the start time of the shift, the employer will follow the same process as described in part (a) but will wait one- and one-half hours (1 ½) hours prior to assigning the shift, instead of thirty (30) minutes. Those employees who are on shift will be contacted directly by the supervisor while on shift to indicate their availability for the vacant shift.
- (c) In cases where there is greater than forty-eight (48) hours prior to the start time of the shift, the employer will follow the same process as described in part (a) but will wait four (4) hours prior to assigning the shift, instead of thirty (30) minutes. Those employees who are on shift will be contacted directly by the supervisor while on shift to indicate their availability for the vacant shift.

Once the above process has been exhausted, full time and then part time employees in a premium position shall be contacted by seniority to fill the vacancy in accordance with Article 14.02.

It is agreed that the Employer may invite an employee on shift from the site to make the calls/texts required on behalf of management under the Relief Protocol. In any case where such invitation is made and accepted and the employee then completes the calls/texts required, the employee assigned shall receive a flat payment of \$10 for executing such assignment.

It is agreed that this process will be discussed at every LMC meeting for reviews and suggested improvements.

14.05 Call Back

- (a) Where full-time or part-time employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours of pay. Where the call back is immediately prior to the commencement of a regular shift, the call back pay will only apply to the point of commencement of the regular shift, at which point they shall revert to the regular shift.
- (b) Callback pay shall cover all callbacks within the minimum four (4) hour period provided under (a). If a second call takes place after the four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two call back premiums for the same period, and to the extent that the call back overlaps and extends into the hours of a regular shift, (a) shall apply.
- (c) Where a full-time employee is subject to a call back, compensatory lieu time off will be provided in accordance with Article 14.02 (c). Where a part time employee is subject to a call back, it shall be paid at straight time, unless the employee would be entitled to overtime in accordance with Article 14.02 (a)(ii).

It is understood that nothing in this Article applies to employees that are scheduled on call. Employees scheduled on call and called into work would receive compensatory lieu time in accordance with Article 14.02 (c) from the time that the call is received to the time that they return home from the worksite. Such employees would also be entitled to submit a mileage claim.

ARTICLE 15 – DESIGNATED HOLIDAYS

15.01 Full time employees will be entitled to the following designated holidays:

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

Full-time employees are also entitled to 2 Floating Holidays per year. For each designated holiday and floating holiday an employee shall receive holiday pay equal to 8 hours pay at their regular rate of pay.

Part time employees are entitled to the following designated holidays:

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

Part-time employees are also entitled to 1 Floating Holiday per year. For each designated holiday and floating holiday an employee shall receive holiday pay equal to 8 hours pay at their regular rate of pay.

In the event that the Provincial Government proclaims an additional holiday during the term of this Agreement, such holiday will be substituted for one of the above-mentioned floaters.

15.02 Subject to Article 15.03 below, an employee shall be entitled to receive a designated holiday off with pay in the amount of their regular straight time earnings provided they works the scheduled workday on each of the scheduled working day immediately preceding and following the holiday, unless the employee is absent due to a legitimate illness or with reasonable cause. Full-time employees, then part time employees will have the first option of being scheduled to work any of the statutory holidays listed in 15.01 or to take the day off as a statutory holiday with pay, prior to utilizing casual employees. Such requests must be made at least two (2) weeks prior to the posting of the schedule in which the statutory holiday falls.

15.03 Any employees who are required to work on any of the above-named holidays shall be paid at the rate of time and one-half times (1½ x) their regular straight time rate of pay

for all hours worked on such holiday. In addition, all full time and permanent part time employees who have qualified in accordance with 15.02 will be granted either:

- (a) holiday pay; or
- (b) a lieu day off with pay, to be taken at a time mutually satisfactory to the employee and their supervisor, no later than the earlier of the following:
 - i. within sixty (60) days following the holiday; or
 - ii. prior to March 31.

It is understood that the employee must advise the Employer in writing on the time sheet whether the employee elects (a) or (b). If the employee elects (b), they must at the same time notify the Employer of the date(s) upon which they request to take as the lieu day. Where the employee fails to advise the Employer on the time sheet, the employee will be paid holiday pay for the holiday.

NOTE: Casual employees shall be paid in accordance with the Employment Standards Act.

- 15.04 Where any of the above designated holidays occur during an employee's vacation or on a regularly scheduled day off, the employee shall receive another day off with pay at a mutually agreeable date after the holiday.
- 15.05 The employee shall provide the Employer with a written request for the floating holiday at least two weeks in advance. The scheduling of the floating holiday will be subject to mutual agreement of the employee and employer.
- 15.06 Where a holiday falls on a Saturday or Sunday, it will be celebrated on the following Monday or in the case of Boxing Day, on such other day as may be agreed upon.
- 15.07 The Employer shall pay the regularly scheduled hours required to send two employees designated by the Union to attend Worker's Memorial Day Service on June 20th of each year.
- 15.08 **The working day for the purpose of statutory holiday pay shall run from 8:00 a.m. the morning of the holiday to 8:00 a.m. the following day.**

ARTICLE 16 – VACATIONS

16.01 Full time employees shall earn vacation with pay on the following basis:

Up to the 2 nd anniversary date of employment	6% of wages
After the 2 nd anniversary day of employment and up to the 5 th anniversary date of employment	8% of wages
After the 5 th anniversary day of employment and up to the 10 th anniversary date of employment	10% of wages
After the 10 th anniversary day of employment and up to the 15 th anniversary date of employment	12% of wages
After the 15 th anniversary date of employment	14% of wages

Vacation will be credited each pay and employees will receive a regular report showing their current balance. The vacation pay will be divided by the employee’s regular wages to determine the number of hours of paid vacation time available.

An employee shall **not be paid out** any outstanding vacation pay at the end of the vacation year but shall be permitted to carry over one week of vacation entitlement (based on the employee’s regular work week) into the next vacation year.

16.02 (a) Part-time employees shall be entitled to a minimum of two weeks’ vacation time. Additional vacation time will be granted at the discretion of the Employer. Failing mutual agreement, the minimum two weeks of vacation time will be scheduled by the Employer no later than ten months after the end of the twelve-month period for which the vacation was given. Part time employees will have the option at the beginning of each year to request the vacation pay be paid out bi-weekly with the employee’s regular pay or will be paid out when the vacation is taken.

(b) Part time employees shall be entitled to vacation pay on the following basis:

Up to 2 years of service	4% of wages
After the 2 nd anniversary day of employment and up to the 5 th year of service	6% of wages
After the 5 th anniversary day of employment and up to the 10 th year of service	8% of wages
After 10 years of service	10% of wages

(c) Part-time employees accrue service on the basis of one year of service for each 1800 hours worked.

16.03 The Employer will endeavor to grant all requests for vacation and where possible will comply with the following:

- (a) Vacation hours may be granted in consecutive hours so desired by the employee;
- (b) Employees may commence their vacation entitlement on any calendar day except for Saturdays and Sundays and holidays;
- (c) When an employee takes vacation hours in periods of less than forty hours in a work week, such hours of vacation shall be counted as time worked for the purposes of calculating overtime pay;
- (d) Vacation entitlement shall be governed by seniority, granting the senior employee their initial wishes. Any subsequent changes of employee wishes may be granted as long as no other employee is affected by such changes.
- (e) Vacation requests will not be granted during an employee's probation unless special authorization has been given by the CEO.

16.04 Should an employee be on a scheduled vacation leave and become hospitalized, the employee may request substitution of sick credits, if available, for the time that they were in hospital and may reschedule vacation time. The employee shall provide proof of hospitalization.

16.05 (a) By April 1st, the Employer will post a memo directing employees to submit their vacation time off requests on the appropriate form by April 15th for the summer peak vacation period of June 15th to September 15th. By April 30th, the Employer shall inform the employees who submitted their vacation requests by April 15th whether their requests were approved or denied.

Employees who file a timely request by April 15th will receive priority for their vacation requests according to seniority, as based on the April 1st seniority list. Where an employee's vacation requests could not be accommodated, all of their subsequent vacation requests for the same peak vacation period shall receive priority over any other employees who failed to submit their requests according to the submission deadline. An employee submitting such a late request cannot utilize their seniority to displace any employee who submitted such a time request

(b) The Employer shall notify all full-time employees who have not scheduled all of their vacation entitlement by November 1st that their vacation is outstanding and must be booked. Where an employee has not made their vacation request by January 19th, the Employer shall schedule that portion of the employee's vacation in excess of one week at a time prior to the end of the vacation year.

ARTICLE 17 – HEALTH AND WELFARE BENEFITS

- 17.01 The Employer shall contribute 50% of the billed premium for coverage of full time and regular part time participating eligible employees other than contract workers in the active employ of the Employer under the Monarch Recovery Services plan, subject to its respective terms and conditions including any enrolment requirements.
- 17.02 The Employer will continue to contribute its share of the premium for the above plan for employees who become eligible for a long-term disability or WSIB benefits. The Employer's obligation under this paragraph will cease after twenty-four months.
- 17.03 All claims for benefits under the Insurance Plan set out above shall be made in accordance with the master contract with the particular carrier for the specified benefit. The Employer agrees to provide the Union with one copy of the master contract upon request.
- 17.04 It is understood that the Employer may at any time substitute another carrier for any Insurance Plan provided the benefits conferred thereby are equal to or better than the existing plan. Before making such a substitution, the Employer shall notify the Union to explain the proposed change. Upon a request by the Union, the Employer shall provide to the Union full specifications of the benefit programs contracted for, and in effect for employees covered herein.
- 17.05 The Employer will use the employee contribution to the premium to cover 100% of the premium of the LTD component of the Plan.

ARTICLE 18 – SICK LEAVE

- 18.01 (a) Sick leave means the period of time that an employee is granted off from scheduled working days due to a legitimate illness or disease. A full-time employee working 40 hours per week is entitled to absence due to illness without loss of earnings at the rate of 1.5 days per month to a maximum of thirty days, subject to 1801 (b). A full-time employee working less than 40 hours per week is entitled to absence due to illness without loss of earnings on a pro-rated basis. For example, a full-time employee working 32 hours per week would receive 1.2 days per month to a maximum of 24 days.

A part-time employee is entitled to absence due to illness without loss of earnings at the rate of .75 days per month to a maximum of eighteen days, subject to 18.01 (b).

- (b) A medical certificate shall be provided after three days absence by the employee when requested to do so by the Supervisor. Where a request by the Supervisor is reasonable, the employee shall provide a medical certificate after one day absence. Where the employer requests an employee to produce a medical certificate and the employee incurs a cost for such certificate, the Employer will reimburse the full cost of the medical certificate up to \$50, upon proof of charge and payment. If the Employer requests a more detailed medical report, the Employer has agreed to cover all costs incurred to the employee.
- (c) There shall be no financial compensation for sick time except upon termination. An employee who is not terminated for cause shall be entitled to one half of the employee's accumulated sick time up to a maximum of fifteen days.
- (d) Full time employees and part time employees will be allowed to use up to a maximum of five sick days per year from their accrued sick bank to care for the needs of the employee's spouse/same sex spouse, sick child or parent.
- (e) Full-time employees shall be allowed to draw from their accrued sick leave a total of 5 mental health days in each year of the collective agreement. Part time employees shall be allowed to draw up to 4 days from their accrued sick leave as a mental health day in each year of the collective agreement.
- (f) **Attendance Incentive Program**
Employees that have greater than the maximum bank of days available as of March 31, shall have 33% of any excess over and above the maximum bank credited as time in lieu effective April 1.

18.02 **DISABILITY MANAGEMENT**

The parties agree to abide by the Monarch Recovery Service Disability Management Policy, as reflected in the agency's personnel policies. This policy was developed jointly with Union Management. Both parties agree to meet if either party would like to make changes or additions to the policy.

ARTICLE 19 – WAGES

- 19.01 The wage rates for positions covered by this collective agreement shall be those set out in Schedule “A” as amended in accordance with the Pay Equity Act or any other statute.
- 19.02 Newly hired employees will be placed at the Probationary Period rate of pay for their classification. Upon successful completion of the probationary period, they shall move to the Step 1 rate of pay for their classification and the period a probationary employee spent at the probationary rate shall be included as service in the calculations for the purposes of advancement from step one to step two on the wage grid, (eg. a full-time employee after completing the 4-month probationary period shall only require an additional 8 months of full-time service to advance to step 2).

Full-time employees will move up to the next step of the grid upon completion of one year of continuous service following the last step increase. Part-time employees will move up to the next step of the grip upon completion of 1800 hours of service following the last step increase.

ARTICLE 20 – PENSION PLAN

- 20.01 The Employer has established and agrees to maintain a registered pension plan for employees. The parties have mutually agreed upon the terms of the existing plan and any changes shall only be by mutual agreement.

The pension plan contribution for participating full time employees will be as follows:

The employee will contribute a minimum of 1% of gross earnings in the first year, 3% of gross earnings in the second year and 5% of gross earnings in the third year. The Employer will contribute 1% of gross earnings in the first year, 2% of gross earnings in the second year and 3% in the third year.

Effective April 1, 2025, instead of the above amounts, the employee will contribute a minimum of 1% of gross earnings in the first year, 3% of the gross earnings in the second year and 5% of the gross earnings in the third year. The Employer will match the employee contributions to a maximum of 1% of the gross earnings in the first year, 3% of gross earnings in the second year and 5% of gross earnings in the third year.

Participation in the plan is subject to the employee serving the eligibility period required by the plan and continuing to meet the eligibility requirements of the plan.

ARTICLE 21 – GENERAL

21.01 The Employer will provide a bulletin board for the sole purpose of posting notices regarding meetings and other matters of Union business. All such notices must be signed by an authorized officer of the Local Union. Notices must be approved by the Executive Director or their designate prior to posting. Such approval shall not be unreasonably withheld.

21.02 PAYDAYS

The Employer agrees that paydays will be on Wednesdays, bi-weekly in the event of a payday falling on a statutory holiday, when the next banking day will be a pay day. Pay stubs will include accumulated lieu time, accumulated vacation time, and accumulated sick days and the agency name and address.

21.03 Labour Management Committee

The parties mutually agree that there are matters that would be beneficial if discussed at a Labour Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of an equal number of representatives, with each party selecting their respective representatives – The Committee shall meet once every quarter, unless agreed otherwise and shall be at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing at least thirty (30) days prior to the date proposed and be accompanied by an agenda of matters proposed to be discussed at least seven (7) days in advance of the meeting. The Employer undertakes to notify the Union in advance of any changes such as, but not limited to; new or changes to present acts, regulations, new internal policy, technological changes, and renovations or construction projects that has the potential to negatively affect bargaining unit employees.

ARTICLE 22 – HEALTH & SAFETY

22.01 The parties to this Collective Agreement agree to abide by the provisions of the Occupational Health & Safety Act.

22.02 (a) The Employer agrees to make every reasonable effort to provide and maintain a safe and healthy work environment as established by acceptable industry standards, and in compliance with the Occupational Health and Safety Act and its regulations.

(b) The Union agrees to assist the employer in maintaining a safe and healthy work environment.

- (c) The Employer, Union, and Employees are committed to maintaining the effectiveness of the Joint Health and Safety Committee members.

22.03 HEALTH AND SAFETY GUIDELINES

- (a) Health and Safety training for Committee members will be approved by the Employer and will not be unreasonably withheld. The Union agrees to provide a 3-day orientation training for all Joint Health and Safety Committee Members.
- (b) On a quarterly basis all worker Health and Safety members will be granted 1-day leave with pay to meet and share information and to discuss the coordination of Health and Safety issues.
- (c) If new Ontario Government legislation is promulgated that affects Health and Safety, the parties will meet to consider any changes that may be appropriate in such circumstances.

ARTICLE 23 – TECHNOLOGICAL CHANGE

The Employer will notify the Union 90 days in advance so far as practicable of any technological or organizational changes which the Employer has decided to introduce which will significantly change the work or skill requirements of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological or organizational changes on the work or skill requirements of employees and to consider practical ways of minimizing the adverse effect if any upon employees concerned. The employer shall provide the necessary training with pay to ensure all employees remain qualified as employees when technological or organizational changes are introduced in the workplace.

ARTICLE 24 – EMPLOYEE ASSISTANCE PROGRAM

The Employer and the Union recognize that all employees encounter life problems in their personal lives and sometimes these problems may affect their attendance and performance in the workplace.

The Employer and the Union will give full consideration to the facts in the case of each individual and the circumstances surrounding any incident(s). The Employer offers an Employee Assistance Program whose goal is to promote the good health of employees and to maintain the effective functioning of the agency. Employees are encouraged to access the EAP Program as required.

ARTICLE 25 – PRINTING OF COLLECTIVE AGREEMENT

A copy of the Collective Agreement in a mutually agreed upon form will be issued to each employee. The cost of printing this agreement will be shared between the Employer and the Union.

ARTICLE 26 – DURATION

26.01 This Agreement shall continue in effect until March 31st, 2026 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement.

26.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of ninety days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

DATED AT SUDBURY, ONTARIO THIS 7th DAY OF October, 2023.

For the Union

For the Employer

Dennis G. Matthews
[Signature]
[Signature]
[Signature]

Ronald Buck
J. Mallet McNamee

SCHEDULE A

Effective April 1, 2023

Position	Probation	Step 1	Step 2	Step 3	Step 4
<i>Previous Wage Scale</i>	\$ 25.00	\$ 25.27	\$ 25.54	\$ 25.92	\$ 26.18
ASH - Housing Case Manager PPOP - Outreach Worker Addiction Case Manager	\$ 25.75	\$ 26.03	\$ 26.31	\$ 26.70	\$ 26.97
<i>Previous Wage Scale</i>	\$ 24.80	\$ 25.37	\$ 25.37	\$ 25.67	\$ 25.93
Primary and Aboriginal Counsellor Addiction Counsellor, Indigenous Addiction Counsellor	\$ 25.54	\$ 26.13	\$ 26.13	\$ 26.44	\$ 26.71
<i>Previous Wage Scale</i>	\$ 24.80	\$ 25.37	\$ 25.37	\$ 25.67	\$ 25.93
Connections Counsellor/Assessme Care Navigator/Intake Coordinator	\$ 25.54	\$ 26.13	\$ 26.13	\$ 26.44	\$ 26.71
<i>Previous Wage Scale</i>	\$ 22.71	\$ 22.98	\$ 23.04	\$ 23.31	\$ 23.63
Treatment Program Coordinator, (Primary Recovery Worker Transition Support Worker)* Addiction Case Worker	\$ 23.39	\$ 23.67	\$ 23.73	\$ 24.01	\$ 24.34
<i>Previous Wage Scale</i>	\$ 20.65	\$ 20.92	\$ 21.21	\$ 21.48	\$ 21.81
Addiction Support Worker, (House/camp attendant)* Social Service Addiction Worker	\$ 21.27	\$ 21.55	\$ 21.85	\$ 22.12	\$ 22.46
<i>Previous Wage Scale</i>	\$ 19.04	\$ 19.34	\$ 19.58	\$ 19.89	\$ 20.16
Night(House/Camp)* Attendant Overnight Attendant House Attendant	\$ 19.61	\$ 19.92	\$ 20.17	\$ 20.49	\$ 20.76
<i>Previous Wage Scale</i>	\$ 18.66	\$ 18.95	\$ 19.25	\$ 19.55	
Cook Food Services Worker	\$ 19.22	\$ 19.52	\$ 19.83	\$ 20.14	
<i>Previous Wage Scale</i>	\$ 17.63	\$ 17.80	\$ 18.01	\$ 18.16	\$ 18.34
Maintenance	\$ 18.16	\$ 18.33	\$ 18.55	\$ 18.70	\$ 18.89
<i>Previous Wage Scale</i>	\$ 16.20	\$ 16.44	\$ 16.77	\$ 17.17	\$ 17.33
Housekeeper	\$ 16.69	\$ 16.93	\$ 17.27	\$ 17.69	\$ 17.85
<i>Previous Wage Scale</i>	\$ 27.00	\$ 27.30	\$ 27.60	\$ 27.90	\$ 28.20
Registered Practical Nurse	\$ 27.81	\$ 28.12	\$ 28.43	\$ 28.74	\$ 29.05

Effective April 1, 2023 - 3%
 Effective April 1, 2024- 3%
 Effective April 1, 2025 - 3%

SCHEDULE A

Effective April 1, 2024

Position	Probation	Step 1	Step 2	Step 3	Step 4
<i>Previous Wage Scale</i>	\$ 25.75	\$ 26.03	\$ 26.31	\$ 26.70	\$ 26.97
Addiction Case Manager	\$ 26.52	\$ 26.81	\$ 27.10	\$ 27.50	\$ 27.77
<i>Previous Wage Scale</i>	\$ 25.54	\$ 26.13	\$ 26.13	\$ 26.44	\$ 26.71
Addiction Counsellor, Indigenous Addiction Counsellor	\$ 26.31	\$ 26.92	\$ 26.92	\$ 27.23	\$ 27.51
<i>Previous Wage Scale</i>	\$ 25.54	\$ 26.13	\$ 26.13	\$ 26.44	\$ 26.71
Care Navigator/ Intake Coordinator	\$ 26.31	\$ 26.92	\$ 26.92	\$ 27.23	\$ 27.51
<i>Previous Wage Scale</i>	\$ 23.39	\$ 23.67	\$ 23.73	\$ 24.01	\$ 24.34
Addiction Case Worker	\$ 24.09	\$ 24.38	\$ 24.44	\$ 24.73	\$ 25.07
<i>Previous Wage Scale</i>	\$ 21.27	\$ 21.55	\$ 21.85	\$ 22.12	\$ 22.46
Social Service Addiction Worker	\$ 21.91	\$ 22.19	\$ 22.50	\$ 22.79	\$ 23.14
<i>Previous Wage Scale</i>	\$ 19.61	\$ 19.92	\$ 20.17	\$ 20.49	\$ 20.76
Overnight/House Attend.	\$ 20.20	\$ 20.52	\$ 20.77	\$ 21.10	\$ 21.39
<i>Previous Wage Scale</i>	\$ 19.22	\$ 19.52	\$ 19.83	\$ 20.14	
Food Services Worker	\$ 19.80	\$ 20.10	\$ 20.42	\$ 20.74	
<i>Previous Wage Scale</i>	\$ 18.16	\$ 18.33	\$ 18.55	\$ 18.70	\$ 18.89
Maintenance	\$ 18.70	\$ 18.88	\$ 19.11	\$ 19.27	\$ 19.46
<i>Previous Wage Scale</i>	\$ 16.69	\$ 16.93	\$ 17.27	\$ 17.69	\$ 17.85
Housekeeper	\$ 17.19	\$ 17.44	\$ 17.79	\$ 18.22	\$ 18.39
<i>Previous Wage Scale</i>	\$ 27.81	\$ 28.12	\$ 28.43	\$ 28.74	\$ 29.05
Registered Practical Nurse	\$ 28.64	\$ 28.96	\$ 29.28	\$ 29.60	\$ 29.92

SCHEDULE A

Effective April 1, 2025

Position	Probation	Step 1	Step 2	Step 3	Step 4
<i>Previous Wage Scale</i>	\$ 26.52	\$ 26.81	\$ 27.10	\$ 27.50	\$ 27.77
Addiction Case Manager	\$ 27.32	\$ 27.61	\$ 27.91	\$ 28.32	\$ 28.61
<i>Previous Wage Scale</i>	\$ 26.31	\$ 26.92	\$ 26.92	\$ 27.23	\$ 27.51
Addiction Counsellor, Indigenous Addiction Counsellor	\$ 27.10	\$ 27.72	\$ 27.72	\$ 28.05	\$ 28.33
<i>Previous Wage Scale</i>	\$ 26.31	\$ 26.92	\$ 26.92	\$ 27.23	\$ 27.51
Care Navigator/ Intake Coordinator	\$ 27.10	\$ 27.72	\$ 27.72	\$ 28.05	\$ 28.33
<i>Previous Wage Scale</i>	\$ 24.09	\$ 24.38	\$ 24.44	\$ 24.73	\$ 25.07
Addiction Case Worker	\$ 24.82	\$ 25.11	\$ 25.18	\$ 25.47	\$ 25.82
<i>Previous Wage Scale</i>	\$ 21.91	\$ 22.19	\$ 22.50	\$ 22.79	\$ 23.14
Social Service Addiction Worker	\$ 22.56	\$ 22.86	\$ 23.18	\$ 23.47	\$ 23.83
<i>Previous Wage Scale</i>	\$ 20.20	\$ 20.52	\$ 20.77	\$ 21.10	\$ 21.39
Overnight & House Attendant	\$ 20.81	\$ 21.13	\$ 21.40	\$ 21.73	\$ 22.03
<i>Previous Wage Scale</i>	\$ 19.80	\$ 20.10	\$ 20.42	\$ 20.74	
Food Services Worker	\$ 20.39	\$ 20.71	\$ 21.03	\$ 21.36	
<i>Previous Wage Scale</i>	\$ 18.70	\$ 18.88	\$ 19.11	\$ 19.27	\$ 19.46
Maintenance	\$ 19.26	\$ 19.45	\$ 19.68	\$ 19.84	\$ 20.04
<i>Previous Wage Scale</i>	\$ 17.19	\$ 17.44	\$ 17.79	\$ 18.22	\$ 18.39
Housekeeper	\$ 17.70	\$ 17.96	\$ 18.33	\$ 18.76	\$ 18.94
<i>Previous Wage Scale</i>	\$ 27.81	\$ 28.12	\$ 28.43	\$ 28.74	\$ 29.05
Registered Practical Nurse	\$ 28.64	\$ 28.96	\$ 29.28	\$ 29.60	\$ 29.92

LETTER OF UNDERSTANDING

BETWEEN:

MONARCH RECOVERY SERVICES

-and-

UNIFOR, SUDBURY MINE, MILL & SMELTER WORKERS UNION, LOCAL 598

RE: VISION CARE

1. The Employer will provide a vision care benefit to provide for a maximum benefit for any employee or their spouse to be \$300.00 during any two consecutive calendar years and \$250.00 for each dependent child during any one year. It is agreed that an employee shall only be eligible for this benefit after successful completion of the probationary period. Employees are also ineligible for this benefit once they have submitted notice of resignation of employment.

DATED AT SUDBURY, ONTARIO THIS 3rd DAY OF October, 2023.

For the Union

For the Employer

Daniel ...
Joe R...
[Signature]
[Signature]

Rose Zuck
J. Maider-McMurray

LETTER OF UNDERSTANDING

BETWEEN:

MONARCH RECOVERY SERVICES

-and-

UNIFOR, SUDBURY MINE, MILL & SMELTER WORKERS UNION, LOCAL 598

RE: HARASSMENT POLICY IN RESPECT OF UNIFOR MEMBERS

a) **Policy**

Harassment is a form of discrimination that is prohibited by the *Ontario Human Rights Code* and is a contravention of the Code. Harassment, including sexual harassment is offensive, degrading and threatening. The Employer and the Unifor do not tolerate any form of harassment. This Joint Policy and Letter apply to circumstances in which one bargaining unit member alleges harassment, as defined by the *Ontario Human Rights Code* and this Policy, by another bargaining unit member.

Article 3.04 i), and not this Letter, applies to circumstances in which one bargaining unit member alleges harassment, as defined by the *Ontario Human Rights Code*, by a person other than another bargaining unit member.

b) **What is harassment?**

For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the *Ontario Human Rights Code*.

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

c) **Responsibilities**

In order to provide for and maintain an environment free of harassment, the Employer and Unifor will ensure that:

- The Employer and Unifor will jointly investigate all complaints
- The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and Unifor.

- All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Name calling
- Racial slurs or jokes
- Mimicking a person's accent or mannerisms
- Offensive posters or pictures on paper
- Repeated sexual remarks
- Physical contact that could be perceived as degrading.
- Sexual flirtation, advances, propositions
- Leering
- Comments about a person's sex life
- Innuendo, gestures or taunting about a person's body, disability, attire or gender

d) **Procedure**

The Employer and Unifor are responsible for:

- Advising a complainant when this policy applies;
- Providing education regarding harassment;
- Clarifying options available;
- Identifying and assisting complainants in obtaining counseling;
- Facilitating in the resolution process and
- Informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the Criminal Code.

In addition, the Employer and Unifor will inform the complainant that they have the right to withdraw from any further action in connective with the complaint at any stage. To the extent possible, all complaints will be held in confidence, except as such disclosure may be necessary in the joint investigation process or grievance/arbitration proceedings.

In accordance with this letter of understanding:

- I. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are to be brought to the attention of the Employer and Unifor. They may be either verbal or in written form.
- II. The Employer and Unifor will document the complaint and the individual will be informed of their rights.

- III. The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and attempt to resolve the matter informally.
- IV. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
- V. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
- VI. An internal resolution will be attempted between the complainant and respondent by the Employer and Unifor.
- VII. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
- VIII. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor.
- IX. At the conclusion of step, the complainant, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
- X. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.
- XI. The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.
- XII. It is understood that the Employer has the ultimate decision regarding whether or not discipline is to be given.

DATED AT SUDBURY, ONTARIO THIS 23rd DAY OF October, 2023.

For the Union

For the Employer

Duncan [unclear]
[Signature]
[Signature]

[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

MONARCH RECOVERY SERVICES

-and-

UNIFOR, SUDBURY MINE, MILL & SMELTER WORKERS UNION, LOCAL 598

RE: VIOLENCE AGAINST WOMEN AND MEN

The parties hereby recognize and share the concern that women and men may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. An employee who is discovered to have been in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measure.

DATED AT SUDBURY, ONTARIO THIS 23rd DAY OF October, 2023.

For the Union

For the Employer

Doreen Montagna
Joe K...

Rhane Buck
J. Miller McMurphy

[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

MONARCH RECOVERY SERVICES

-and-

UNIFOR, SUDBURY MINE, MILL & SMELTER WORKERS UNION, LOCAL 598

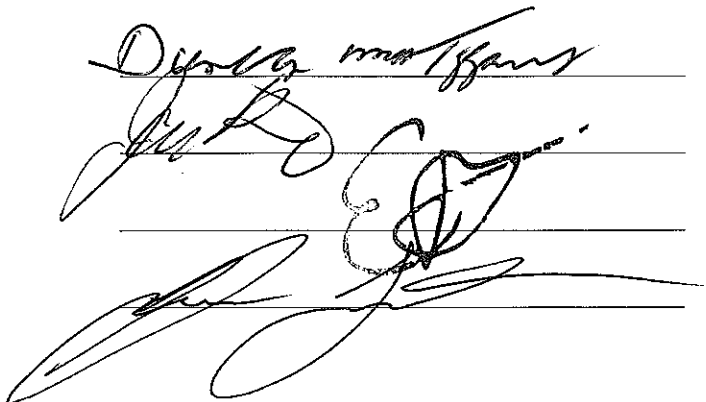
RE: HOURS OF WORK – NEW PROGRAMS

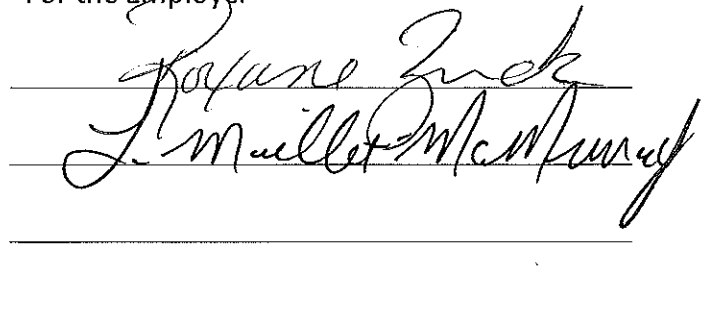
In an effort to meet unmet needs in the community and better ensure the sustainability of the organization, the Employer is actively exploring the possibility of taking on new programs beyond those currently in place. The parties recognize that new programs may require different hours of work provisions than those established with the Collective Agreement currently. In light of this, in the event that the Employer is successful in securing approval for a new program that would benefit from or require different hours of work provisions than those currently in place, the Employer will call a meeting to advise the Union of the nature of the program and consult with the Union regarding hours of work provisions required and the provisions of Article 14.01 parts (a) – (k) that require alteration. The consultation process shall be for a period of thirty days from the issuance of the Employer's call for a meeting. Where there is agreement between the parties, an LOU shall be developed that takes priority over Article 14.01 parts (a) – (k). Failing agreement through the consultation process, the Employer will advise the Union in writing of any amendments to Article 14.01 parts (a) – (k) that are required, and such modified provisions will be discussed with the Unifor National Representative along with the Local President (or designate) before seeking implementation. The suggested amendment(s) will only apply to that new program and only for the balance of the term of the Collective Agreement, and subject to negotiation between the parties at the following round of bargaining. It is understood that this flexibility shall only be applied to new programs and shall have no bearing on programs currently being provided by the Employer at the time of signing. The Union reserves the right to file a grievance if needed.

DATED AT SUDBURY, ONTARIO THIS 23rd DAY OF October, 2023.

For the Union

For the Employer

Three handwritten signatures in black ink are written over three horizontal lines. The signatures are cursive and somewhat stylized.

Two handwritten signatures in black ink are written over two horizontal lines. The signatures are cursive and clearly legible.

**LETTER OF UNDERSTANDING
BETWEEN:
MONARCH RECOVERY SERVICES
-and-
UNIFOR, SUDBURY MINE, MILL & SMELTER WORKERS UNION, LOCAL 598**

RE: WAGES and Implementation:

The following positions will be renamed in order to match terms used provincially. There is no changes to the duties associated with these changes. It is simply change in title only:

- Renaming Treatment Program Coordinator to Addiction Case Worker
- Renaming Primary Counsellor to Addiction Counsellor
- Renaming Aboriginal Counsellor to Indigenous Addiction Counsellor
- Renaming Connections Counsellor to Care Navigator/Intake Coordinator
- Renaming Assessment Coordinator to Care Navigator/Intake Coordinator
- Renaming Addiction Support Worker to Social Service Addiction Worker
- Renaming Night Attendance to Overnight Attendant
- Renaming Cook to Food Services Worker
- Renaming ASH & POPP to Addiction Case Manager

1. Within thirty days of ratification, the Employer will offer every House Attendant the opportunity to become a Social Service Addiction Worker, with an effective date to be identified by the Employer.
2. Within thirty days of ratification, the Employer will offer every Primary Recovery Worker & Transition Support Worker the opportunity to become an Addiction Case Worker, with an effective date to be identified by the Employer.
3. Should an employee reject the Employer's offer; the employee shall remain in their classification. Any position vacated through this process is deemed to be eliminated.
4. This letter shall have no meaning beyond its implementation.
5. Adjust the following before any GWI, effective April 1, 2023
 - Housekeeper - Add \$1 /hr to each step of the grid
 - Maintenance - Add \$1/hr to each step of the grid
 - Cook - Add \$1 /hr to each step of the grid
 - Overnight Attendants - Add \$1 /hr to each step of the grid

DATED AT SUDBURY, ONTARIO THIS 23rd DAY OF October, 2023.

For the Union

For the Employer

