

COLLECTIVE AGREEMENT

BETWEEN



**CANADIAN ADDICTION TREATMENT
CLINICS LP c.o.b. as
ONTARIO ADDICTION TREATMENT
CLINICS (OATC)**

AND



**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**
Health, Office and Professional Employees Division

TERM

March 21, 2021 – March 20, 2022

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COLLECTIVE AGREEMENT

BETWEEN: **CANADIAN ADDICTION TREATMENT CLINICS LP**
c.o.b. as ONTARIO ADDICTION TREATMENT CLINICS (OATC)
(Hereinafter called the “Employer”)

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,**
LOCAL 175
Health, Office and Professional Employees Division
(Hereinafter called the “Union”)

PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

- (a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to encourage safe, efficient and effective delivery to the community of a high standard of service;
- (c) to promote the morale, well-being and security of all persons in the employ of the Employer.

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Union, as the sole and exclusive bargaining agent of all employees of Canadian Addiction Treatment Clinics LP c.o.b. as Ontario Addiction Treatment Clinics (OATC), in the locations set out in Schedule B, save and except supervisors and persons above the rank of supervisor.

1.02 The term “employee” as it is used in this Agreement shall mean only those employees who are included in the bargaining unit, as described in Article 1.01 above.

For the purposes of interpretation, whenever the female gender is used in this Agreement, it shall be deemed to include the masculine, and the singular shall include the plural, and vice versa, whenever the context so requires.

1.03 Members of management shall not normally perform work which has been performed exclusively by bargaining unit employees.

- 1.04 The Employer shall not contract out work performed by the classifications set out in the Agreement or also work that could be performed by the classifications set out in the Agreement without prior discussion with the Union.

ARTICLE 2 – UNION SECURITY

- 2.01 All bargaining unit employees of the Employer shall, upon completion of their probation, become and remain members of the Union.
- 2.02 The employer shall remit to the Union, within thirty (30) calendar days following completion of the probationary period, any United Food and Commercial Workers Membership forms which have been signed by new employees and accompanying membership initiation fees.
- 2.03
- (a) The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit, the regular weekly Union Dues and such dues shall be remitted to the Union prior to the fifteenth (15) of the month following the month on which such deduction is made.
 - (b) The Employer will provide the Union in July of each year with a listing of every employee's name, classification, Social Insurance Number, current address, and telephone number.
 - (c) The Employer agrees to record the annual regular Union dues for each bargaining unit member on her T4 form.
 - (d) The Employer shall collect membership initiation fees as may be established by the Union and forward application forms and such fees to the Union with regular monthly dues remittance.
- 2.04 The Union shall provide the Employer with thirty (30) days' written notice of any increase or decrease in the amount of dues to be deducted from the employees.
- 2.05 In consideration of the deduction and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer, its agents, or persons employed by or acting on behalf of the Employer, from any and all claims, demands, actions, or causes of action, arising out of or in any way connected with the operation of Article 2.
- 2.06 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with conditions of employment set out in Article 2.

ARTICLE 3 – UNION STEWARDS AND COMMITTEES

3.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. No individual employee or person employed by the Employer, or group thereof, shall undertake to represent the Employer at meetings with the Union without proper authorization of the Employer. In order that this may be carried out, the Union shall supply the Employer with the names of its Union Representatives. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union shall transact business.

3.02 Any employee who so desires shall have the right to review her personnel record for a reasonable period of time in the presence of the Union Steward, or the Alternate Steward, and a member of Management, upon making a request for same reasonably in advance. Such review shall take place remotely via a secured system at such time and place as may be designated by Management in its discretion.

No disciplinary memos or notation shall be placed in an employee's file without first bringing it to the attention of the employee.

3.03 (a) The Union shall appoint from the employees who have completed their probationary period one (1) Steward, and one (1) Alternate Steward for each clinic location who will function in the Steward's place when the Steward is not immediately present.

(b) The Union shall notify the Employer in writing of the name of the Steward and the Alternate Steward and, where applicable, each Committee member, before Management shall be required to recognize any employee or (with respect to the Committees) other employee so selected. The Union shall immediately inform in writing the Employer of any change of the Steward, the Alternate Steward, or a Committee Member.

3.04 (a) The Employer agrees that whenever an interview is held with an employee relating to any alleged inefficiency or breach of duty which will be considered part of the progressive discipline process, the Employer shall advise the employee in advance of the interview that they have a right to have their Steward or Union Representative present at such interview. The Stewards or Representative shall leave the meeting if requested to leave by the employee.

(b) Should the Employer discipline, reprimand or discharge an employee, said employee will be disciplined, reprimanded or discharged within fourteen (14) working days of discovery of the alleged offence except

that an extension of time may be requested and will not be unreasonably denied, to complete an investigation.

- 3.05 The Union shall appoint a Union Negotiating Committee for the purposes of negotiating with the Employer amendments to the Agreement. Said Committee shall consist of a total of four (4) employees which shall be comprised of one (1) nurse and one (1) support staff from each of the two (2) zones set out in Schedule "B" (see attached).

The Employer shall pay all lost wages and benefits for the time spent pertaining to the negotiations up to the point of conciliation.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Management of the Employer's operation and the selection and direction of all employees shall continue to be vested with the Employer, except where specifically abridged by the terms of this Collective Agreement.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 The parties agree that there shall be no discrimination, interference, restraint, coercion, or intimidation exercised or practiced by either of them or their representatives of employees, because of an employee's membership or non-membership in the Union or because of her activity or lack of activity in the Union.
- 5.02 The Union further agrees that there will be no solicitation of members, collection of dues, Union Executive or Membership Meetings, or other Union activities either on the premises of the Employer or at such location where services are being provided by the Employer's personnel, except as specifically permitted by this Agreement or as specifically authorized in writing by the Employer.
- 5.03 The parties agree that it is proper for an employee, the Union, or the Employer to exercise and enforce any or all of the provisions of the Ontario Human Rights Code by using the grievance and arbitration procedures set out in the Collective Agreement.
- 5.04 (a) The Employer, Union, and each employee shall strive to maintain a working environment which is free from harassment. Harassment is defined as a course of conduct that is known or ought reasonably to be known to be unwelcome and which may reasonably be perceived to create a poisoned work environment. Any employee who experiences harassment at the workplace may file a grievance and have the complaint dealt with under the grievance procedure.

- (b) It is understood and agreed that because of the sensitive nature of such allegations outlined in this Article, the party making the allegation with the assistance of the Union Representative shall maintain total confidentiality with respect to such allegation and shall advise the Employer in writing of such allegations prior to any grievance being submitted, in order to provide an opportunity to resolve the matter, or to discuss with the Union how the matter should proceed. The time limit for the filing of the grievance shall be extended by seven (7) calendar days to accommodate this process. Confidentiality shall be maintained throughout by the Employee, the Union and the Employer to the extent reasonably possible considering any investigation that may take place.

ARTICLE 6 – GRIEVANCE PROCEDURE

- 6.01 For the purpose of this Agreement, a Grievance is defined as a difference arising either between a member of the bargaining unit and the Employer or between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 6.02 Each Grievance shall identify the nature of the Grievance and shall specify the remedy being sought and the provisions of the Collective Agreement which are alleged to have been violated.
- 6.03 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 she has first given her immediate supervisor the opportunity of discussing with her and of adjusting her complaint. If an employee has a complaint, such complaint shall be discussed with her immediate supervisor within seven (7) calendar days after the circumstances giving rise to the complaint have originated or occurred. The employee may arrange for and have the right to have the Steward or Alternate Steward present at such discussion of her complaint.

If the immediate supervisor is unable to adjust the complaint to mutual satisfaction within seven (7) calendar days, and the employee still wishes to proceed with a Grievance, the employee must proceed with and submit to her immediate supervisor the grievance within seven (7) calendar days following the decision of the immediate supervisor, but in any event within 30 days after the circumstances giving rise to the grievance have originated or occurred.

- 6.04 A Grievance properly arising under this Agreement shall be dealt with as follows:

Step 1

The employee, with the assistance of the Steward or Alternate Steward, if desired, must submit a written grievance, signed and dated by the employee, to her immediate supervisor. Her immediate supervisor will deliver her decision within ten (10) calendar days following the day on which the written Grievance is presented to her.

Failing a settlement, then:

Step 2

Within ten (10) calendar days following the decision in Step 1, the Union must submit the written Grievance to the Regional Manager, or her designate, unless extended by mutual agreement of the parties, in writing, and a meeting shall be held between the Employer, an official of the Union, the Grievor and the Steward (or the Alternate Steward) at which time the Grievance shall be discussed. The decision of the Employer will be given in writing within ten (10) calendar days following this meeting.

6.05 Failing settlement under the foregoing procedure, either party, if it wishes to submit the matter to arbitration, must submit the matter to arbitration within twenty (20) calendar days after the decision under Step 2 is given. If no written request for arbitration is received by the other party within such twenty (20) calendar day period, the Grievance shall be deemed to have been abandoned.

6.06 Policy Grievance

A Grievance of general application to all employees arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated by the Employer or the Union as a Policy Grievance at Step 2 within fourteen (14) calendar days following the circumstances giving rise to the Grievance.

6.07 Discharge Grievance

A Grievance involving the discharge of an employee must be reduced to writing and originated under Step 2 within seven (7) calendar days of an employee being notified of her discharge.

It is agreed that a steward and the Business Representative will be notified immediately of the dismissal of any employee in the bargaining unit.

6.08 All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union shall be final and binding upon the Employer, the Union, and the employee(s) involved.

6.09 It is agreed that the time limits in this Article 6 and in Article 7 must be considered mandatory, unless extended by explicit written agreement of the

parties. In the event of a failure to act within the time limits, the Grievance must be deemed to have been abandoned.

- 6.10 Time Limits – Neither party shall raise or proceed with a timeliness issue argument regarding “filing for arbitration” without having notified the other party of its final position on any given grievance in writing.

Should either party serve such notice on the other party, the parties further agree that the final time frame in the Collective Agreement respecting “filing for arbitration” shall then be triggered.

The parties further agree that any Board of Arbitration or single arbitrator shall have full jurisdiction to adjudicate the matter respecting timeliness in light of this agreement and shall not be restricted by the Ontario Labour Relations Act in so doing.

- 6.11 Any written warnings will be removed from an employee’s record and not be used in any subsequent disciplinary action or arbitration procedure if there is no repeat of similar conduct within 18 months for minor offenses and 24 months for med errors or suspensions following the imposition of the original warning.

ARTICLE 7 – ARBITRATION

- 7.01 Failing settlement as provided under Article 6, either party may request that a grievance be submitted to a sole arbitrator for resolution. The parties may resort to the Ministry of Labour for the appointment of an arbitrator should the parties be unable to agree.
- 7.02 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.03 The Arbitrator shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement, or to substitute any new provisions or any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 7.04 The proceeding to arbitration shall be expedited by the parties hereto, and the decision of the Arbitrator shall be final and binding upon the parties hereto and the employee(s) concerned.
- 7.05 Each of the parties hereto shall bear the expense of the Arbitrator appointed and the parties shall share equally her fees and expenses.

ARTICLE 8 – SENIORITY

- 8.01 (a) Seniority shall be the length of service of an employee in the employment of the Employer as a bargaining unit member.
- (b) There shall be separate Seniority Lists for full-time and part-time employees. A part-time employee moving onto the Full-time Seniority List will be credited with 50 per cent of their service. A full-time employee moving onto the Part-time Seniority List will be credited with their full length of service.
- (c) Employees who move from part-time to full-time and are credited for 50% of their seniority can have this reduction occur a maximum of once (1) in their career with the employer. Any subsequent moves between status will result in no loss of seniority.
- (d) The Employer will maintain a separate list of casual employees. Casual employees do not have seniority rights over any bargaining unit member employees. Employees who move from casual to part time or full time will be credited for 25% of their service for the purpose of seniority. This reduction will occur a maximum of once (1) in their career with the employer. Any subsequent move between status will result in no loss of seniority.
- 8.02 The parties agree with reference to probationary employees, that:
- (a) New employees shall serve a probationary period of 6 months.
- (b) During the probationary period, the probationary employee shall have no seniority standing, and their retention during that period shall be solely in the discretion of the Employer. Employees who have completed successfully the probationary period and have been retained shall be credited with seniority back to the last date of hire as an employee.
- (c) No employee will have her probationary period extended without her consent.
- 8.03 Within thirty (30) days of this Agreement being ratified by the parties, and in April of each year thereafter, the Seniority Lists, including the name of each employee and her seniority date, shall be posted on the designated bulletin boards and a copy mailed to the Union.
- 8.04 An employee shall lose all seniority and be deemed to have terminated her employment, if she:
- (a) resigns;

- (b) is discharged and has not been reinstated explicitly with full seniority through the grievance and arbitration procedure;
- (c) is absent on three (3) consecutive scheduled work assignment days without express permission from the Employer, unless it is impossible in the circumstances for the employee to seek and obtain such express permission;
- (d) has been laid off for a period greater than twelve (12) months;
- (e) fails to return to work upon the expiration of a leave of absence on her next scheduled work assignment day or utilizes a leave of absence for any purpose other than that for which it was granted;
- (f) fails to indicate her intention to return to work within three (3) business days after she has received notice of being recalled to a position pursuant to Article 11, or of being awarded and assigned to a position to which she applied while being off work on temporary lay-off (as defined in sub-article (d) above) and fails to report to work within five (5) calendar days after she has received such notice of such award and assignment. Such notice may be by telephone or registered mail. If notice is by registered mail, it shall be deemed to have been received on the second (2nd) day following registration.
- (g) Any Casual employee who is inactive for a period of 3 months will lose all of their seniority rights, be removed from the Casual Employee List, and will be terminated.

ARTICLE 9 – VACANCIES AND JOB POSTINGS

- 9.01
- (a) Where the Employer determines that a bargaining unit position vacancy or new bargaining unit position exists which it wishes to fill, the Employer shall post such vacancy or new position for a period of five (5) business days on the bulletin board designated for such. The Employer also shall have the right simultaneously or subsequently to advertise publicly the position posting or otherwise give notice to non-bargaining unit persons of the position posting. The position posting shall set out an anticipated job description, anticipated hours of work, the wage rate range, and the qualifications required and/or preferred for the position.
 - (b) The Employer shall post any Territory Manager vacancies as an opportunity bulletin for those who may be interested. The granting of said vacancy will be strictly up to the Employer's discretion.
 - (c) Lead positions will be posted and award in accordance with Article 9.

- 9.02 A position posted in accordance with Article 9.01 shall be filled by the employee able to do the job who has the demonstrably highest level of skill, ability, and qualifications. Where two or more employee applicants have the same level of skill, ability, and qualifications, then the Employer shall award the position to the applicant employee with the greatest seniority.
- 9.03 Where an employee is transferred to a position outside the bargaining unit with her consent, that person shall be deemed to retain her previously accumulated seniority for a maximum period of one (1) year after being so transferred. But a transferred employee shall not accrue seniority during any period she is not actively working as an employee.
- 9.04 An employee who is successful in bidding on a new position shall be allowed a two-week familiarization period. In the event the employee advises the Employer before the conclusion of the familiarization period that she does not wish to continue in the new position, she shall be returned to her former position, wage or salary rate, without loss of seniority; and any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority.
- 9.05 A new employee shall not be hired to a position where there is an employee on layoff who has the skill, ability, and qualifications.
- 9.06 For the purpose of any job postings pursuant to this Article, the Employer shall determine seniority based on employee's seniority date. An employee may not apply to a job posting that is outside their current job classification to supplement their hours, unless they resign from their current classification. For clarity, an employee cannot occupy both a support staff and a nursing position other than on a temporary, fill-in basis.
- 9.07 Where the Employer posts a position, the successful candidate must be willing and able to fulfill all of the hours and days of work as set out in the posting (the "string"). An employee who is unable to fulfill the full string will be deemed ineligible for the position.
- 9.08 When a string becomes vacant, the employer reserves the right to consolidate or modify the string to meet the operational requirements of the clinic instead of simply posting the string as it originally existed. In the event the consolidation of the string results in a part time position becoming full time, the position will be posted in accordance with Article 9.

ARTICLE 10 – LAYOFF

- 10.01 Layoff shall mean the discontinuation or reduction in hours of a position(s) due to lack of work or reduction or discontinuation of a service(s). The

Employer will notify the Union prior to the effective date of layoff of designated employee(s) as soon as practically possible.

An employee, upon being laid off (i.e. their position is temporarily or permanently eliminated or their hours have been permanently reduced by 25% by the Company or such that their status changes from full time to part time), shall have the right to exercise their seniority to bump:

- 1st Option: The most junior employee in their classification in any clinic in the designated seniority zone as per Appendix "X";
- 2nd Option: Employee would be entitled to take the layoff and maintain their recall rights as per Article 11;
- 3rd Option: Full-time employee would have the right to step down to part-time status and bump a part-time employee with less seniority within their seniority zone.

Part-time employee would be entitled to all of the above including Options 1 and 2 but not Option 3.

Affected employees must give their response to their options within forty-eight (48) hours of notification of their layoff.

- 10.02 An employee who elects to bump a more junior employee as a result of a layoff must take on the full string of the position they have bumped. An employee may not bump individual shifts.

ARTICLE 11 – RECALL

- 11.01 A laid off employee shall have the right to exercise her seniority and be recalled to a position if a position becomes vacant within twelve (12) months of the lay-off date, and provided the employee has the applicable skill, ability, and qualifications. This right of recall is subject to Article 8.04 (f).

ARTICLE 12 – LEAVE OF ABSENCE

- 12.01 During approved paid of leave absence, there shall be accrual of seniority, and accrual of sick leave and HSA credits. During an approved unpaid leave of absence, there shall be accrual of seniority for up to one (1) year. Notwithstanding the lack of active service, sick leave and HSA credits shall continue to accrue for the first 30 days of such unpaid leave.

12.02 Education/Union Convention Leave

Leave of absence without pay and without loss of vacation, seniority, and benefits accrual shall be granted to not more than one employee at a time per clinic location elected or appointed to represent the Union at a conference, convention, or other Union business, where such leave will not detrimentally impact on the Employer's operations. The combined total of all leaves without pay shall not exceed 10 working days per clinic in a calendar year. Such request must be made in writing and approved by the Employer at least two (2) weeks prior to the commencement of the function for which the leave is requested. Such request shall state the general nature of the function to be attended as well as the dates subject to the request.

12.03 Jury Duty/Crown Witness Leave

An employee, when called for jury duty or subpoenaed as a witness for the Crown will be granted time off and compensated for the difference between her normal earnings and the payment received for jury duty or in being so subpoenaed. The employee will provide evidence that s/he reported for jury duty or attended as a subpoenaed witness. It is the employee's responsibility to come to work at anytime during the week that she is not actually required for Jury Duty or to be present in Court. Seniority and vacation accrual and benefits shall be maintained during Jury Duty/Crown Witness Leave.

12.04 Paid Bereavement Leave

- (a) In the event of a death of a full-time employee's spouse or partner, parent INCLUDING STEP PARENTS or legal guardian, sibling INCLUDING STEP SIBLINGS, child, grandparents, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law or child of partner, the Employer agrees to grant paid time off from scheduled work up to four (4) consecutive days. The three days must include the day of the funeral. Bereavement leave of one (1) day off work with pay may be granted to full-time employees in the event of the death of a niece, nephew, aunt, uncle or relative permanently residing with the employee.
- (b) Employees shall be permitted to save one (1) day of paid bereavement to be used for the purpose of a delayed funeral service or spring interment.
- (c) Employees may request additional time off without pay to attend funeral and in need of additional travel time. Approval of such a request is subject to the Employer's discretion which shall not be unreasonably denied.
- (d) This Article will also apply to part-time employees regarding paid bereavement leave provided they were scheduled to work.

- 12.05 Personal/Family Leave
Personal/Family leave for up to five (5) consecutive days may be granted at the discretion of the Employer for personal or family reasons.
- 12.06 Maternity/Parental/Adoption Leave
(a) Pregnancy/Parental/Adoption leave shall be granted in accordance with the Employment Standards Act, 2000 (Ontario).

(b) The Employer shall maintain all health and welfare benefits during the period of the leave.
- 12.07 Professional Development
The Company will consider requests for limited time off to attend courses or seminars relevant to the employee's position at OATC. Reimbursement of approved professional development costs, to a maximum of \$150 a calendar year, shall be made by the Employer upon the employee submitting a satisfactory receipt or invoice from the educational/training organization.

Notwithstanding the above paragraph, the Employer reserves the right to send an employee to an educational program which the Employer in its sole discretion decides is necessary to the performance of the position. The employee shall not suffer any loss of regular straight time pay during such attendance and the course shall be paid by the Employer.
- 12.08 Union Leave
Should an employee be appointed to a full-time position with the Union, they may apply for a leave of absence for a three (3) month period. During the period of time they are on this leave, their seniority shall continue with the Employer and such leave of absence may be renewed for three (3) terms of three (3) months each.

ARTICLE 13 – RATES OF PAY

- 13.01 The minimum rates of pay and job classifications for bargaining unit members are set out in Schedule "A" which shall form part of this Collective Agreement.
- 13.02 Employees shall not be paid less than the rate for the classification to which they are assigned, unless provided otherwise in this Agreement.
- 13.03 Where a new position is established, rates of pay, classification, and other related matters shall be discussed between the Employer and the Union. In the event of failure of the parties to reach an agreement, the matter may be the subject of the grievance and arbitration procedure.
- 13.04 Each employee shall be provided an itemized statement of her wages, and other supplementary pay and deductions. Wages shall be paid bi-weekly.

- 13.05 An employee who is temporarily assigned to a lower-paying position shall continue to be paid the rate and benefits of her regular position for the time she performs the work.

ARTICLE 14 – HOURS OF WORK

- 14.01 A part-time bargaining unit member is an employee whose normal hours of work average less than 30 hours per week. A full-time bargaining unit member is a person whose normal hours of work average 30 or more hours per week.
- 14.02 (a) Subject to operational requirements, it is understood that part-time employees will not be scheduled to displace full-time employees' hours.
- (b) Any adjustments to an employee's status from part time to full time and vice versa will be made as soon as possible upon verification by the Employer. Any adjustments to the employee's HSA credits will be retroactive to when the change in status was effective.
- 14.03 Lunch Period
Employees scheduled to work beyond 5 consecutive hours shall be entitled to a half-hour unpaid lunch break, at times determined by management.
- 14.04 Rest Periods
For every four consecutive hours scheduled, employees will be entitled to 15 paid minutes of break time, at a time or times that will not impair patient service.
- 14.05 Overtime
It is recognized that due to the nature of the Employer's operation as an Opioid Treatment Centre, employees may be required to work overtime. An employee who with the express permission of his or her supervisor performs work exceeding 44 hours in a week shall be paid one and one-half times their regular rate of pay for such hours worked.
- 14.06 Casual
A Casual employee means an employee who is not scheduled to work more than 8 hours per week.
- 14.07 In the event that a clinic closes due to a staff shortage, the remaining staff members will be assigned either:
- (a) a minimum of a three-hour shift to complete work as assigned in their home base clinic or;

- (b) will be redirected to a clinic in the surrounding area to assist with the increase in patient volumes for that day.

ARTICLE 15 – HOLIDAYS

15.01 The following days shall be designated paid company holidays for employees:

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

15.02 If any of the holidays listed in Article 15.01 occurs during an employee's vacation period on a day that the employee normally would be scheduled to work, the employee will receive an additional day off with pay to be added on to her vacation period.

15.03 For each paid holiday, an employee shall receive pay in accordance with the ESA's formula.

15.04 In the event that the Provincial Government declares any additional paid holidays, such additional holidays shall be added to the list in Article 15.01 above.

15.05 In the event that one of the above holidays falls on a full-time employee's scheduled day off, the Employer, if requested, shall substitute another day that would ordinarily be a working day for the employee to take off work as a paid holiday.

15.06 An employee who qualifies for holiday pay under Article 15 and is required to work on any of the above-named holidays will receive pay for all hours worked on such holiday at the rate of one and one-half (1.5) times their regular straight time rate of pay in addition to her holiday pay.

ARTICLE 16 – VACATIONS

16.01 Employees shall be entitled to paid vacation, at the times approved by management, as follows:

YEARS OF SERVICE	VACATION ENTITLEMENT
After 1 year of continuous service	2 weeks at 4%
After 5 years of continuous service	3 weeks at 6%
After 10 years of continuous service	4 weeks at 8%
After 20 years of continuous service	5 weeks at 10%

Vacation time will be based on shifts worked the previous year.

The vacation year shall run from January 1st to December 31st. Employees in their first year of hire shall accrue vacation credits at the rate of .833 days per month. Vacation may not be taken, however, until completion of the probationary period.

Entitlement to the additional weeks of vacation shall be determined as of December 31st of the preceding year.

The summer vacation period is from July 1st to August 31st. Vacation requests for full weeks during such summer vacation time must be submitted by April 1st each year.

The summer vacation schedule shall be posted by May 1st each year and shall not be changed unless mutually agreed by the employee and the Employer.

Requests for individual days off during the summer period will not be considered until the summer vacation schedule has been set and posted.

The Christmas/New Year's vacation period shall run from December 20th – January 2nd. Vacation requests for any time off during this period shall be submitted by October 1st each year. Entitlement to any time off during this period will be subject to operational need.

Requests for vacation weeks outside of the summer and Christmas/New Year's period may be submitted at any time, and will be considered for approval in the order in which the requests are received. Where possible, employees are advised to provide at least three months' notice of their requested time, to enhance the ability of management to accommodate the

request. The employer reserves the right not to immediately approve any requests that are made in excess of three months' prior to the vacation time being requested.

The arrangement of coverage by the employee for vacation days off is to the employee's advantage when the request for time off is being considered; as with any "leave" time or schedule change, however, such arrangements remain subject to the approval of management.

Once vacation has been granted and the employee replaced on the schedule, any request by the employee to have her original shifts restored must be made directly to management for its approval.

The parties agree that it is their intention that every employee take their full vacation entitlement each calendar year. The employer reserves the right to unilaterally schedule vacation time, based on operational needs, for employees who have not scheduled their full annual entitlement by Labour Day.

Vacation earned as of any year of service must be taken before the end of the following year of service. Employees are reminded that vacation cannot be carried over from year to year, unless the written approval of management has been obtained prior to year end.

Effective September 2018, members will accrue dollars which will allow them to take paid vacation time.

- 16.02 Should a holiday fall within an employee's vacation period, an extra day at regular rate will be added to vacation time.
- 16.03 Should an employee be on sick leave prior to a scheduled vacation period and the illness extends into the vacation period, the employee shall be entitled to have the Employer reschedule her vacation time consistent with Article 16.01.

ARTICLE 17 – SICK LEAVE

- 17.01 Sick days shall be available to be drawn on by full- and eligible part-time employees upon completion of their probationary period.
- 17.02 Full-time employees shall earn a total of four (4) paid sick days and an additional one (1) paid day that can be utilized as a mental health day per calendar year.

- 17.03 Part-time employees shall earn a total of two (2) paid sick days and an additional one (1) paid day that can be utilized as a mental health day per calendar year.
- 17.04 Employees hired after January 1st, will have their annual entitlements prorated.
- 17.05 The entitlement will not carry over to the following year and no payout will be issued for unused entitlements.
- 17.06 The Employer, however, reserves the right to send an employee home from work and have the employee draw from her sick bank where it has reason to believe her presence in the workplace poses a health risk to others.
- 17.07 The Company may permit employees who have not yet accumulated enough Sick Leave credits to cover an illness to borrow against credits not yet earned. Where the employee leaves the service of the Company prior to accumulating the borrowed credits, the Company is authorized to apply such debt against any monies owing to the employee on her final pay cheque.
- 17.08 (a) Any sick leave credits taken will be paid on the next payroll following the date in which they are taken. The employees will be responsible for reporting any sick time taken to their manager to ensure a timely payout of sick credits.
- 17.09 Medical certification of illness will not normally be requested for absences of three (3) consecutive days duration or less, unless in the employer's belief there is reason to question the absence, or the employee's fitness to return to work.
- 17.10 For any absences on a public holiday or on an employee's next regularly scheduled shift either immediately prior to or following a public holiday, an employee may have to provide a medical certification of illness to substantiate their absence.
- 17.11 The entitlements are for sick/mental health reasons/issues exclusively.
- 17.12 Proven fraudulent use of the entitlement will result in the employee repaying the sick/mental health days used and future entitlements will be revoked for the term of the collective agreement. The Employer reserves the right to discipline an employee for fraudulent use of sick/mental health days.

ARTICLE 18 – PAY PERIODS

18.01 All employees will be paid by direct bank deposit bi-weekly. Each employee shall be provided an itemized statement of her wages.

ARTICLE 19 – NOTICE BOARDS

19.01 The Employer agrees to provide for the use of the Union a notice board in a non-public area. Despite any provision to the contrary included elsewhere in this Agreement:

- (a) the Union shall obtain the permission of the employer prior to posting any material on these notice boards and shall only post its materials on the designated boards;
- (b) the Employer shall not unreasonably withhold permission to the Union for posting Union materials on these notice boards; and
- (c) the notice boards shall not be used for posting materials which, in the opinion of the Employer, are inflammatory or derogatory.

ARTICLE 20 – EXPENSE REIMBURSEMENT

20.01 Employees shall be reimbursed by the employer for all authorized travel costs (not including to and from work) properly incurred in the carrying out of their duties.

20.02 Mileage incurred on employee-owned automobiles in accordance with the above will be reimbursed at a rate of forty-seven (47) cents per kilometer.

ARTICLE 21 – HEALTH AND SAFETY

21.01 The Employer agrees to provide for a healthy and safe working environment for its employees by at a minimum abiding by the terms and conditions of the Occupational Health and Safety Act, 1999.

ARTICLE 22 – GENERAL

22.01 Paycheque Error
Should any error occur in a paycheque, attributable to the Employer, the Employer agrees to make reasonable effort to correct the error within twenty-four (24) hours.

22.02 Lunch Room

The Employer will ensure that employees continue to have reasonable accommodations for meals and rest periods at the Centre.

ARTICLE 23 – DURATION

23.01 This Agreement shall remain in effect up to and including **March 20th, 2022**. Notice to bargain shall be sent to the other party anytime within ninety (90) days of the termination date of this Collective Agreement noted herein.

ARTICLE 24 – STAT HOLIDAY COVERAGE

24.01 The Employer maintains the discretion to keep clinics open on statutory holidays. Employees are obligated to work on statutory holidays, and will receive holiday pay in accordance with Article 15.03, and will be scheduled based on the following:

Effective June 15, 2018, any clinic that requires coverage and has not yet filled the shifts will have all clinic employees provide their Territory Manager with their availability to work statutory holidays until the regular Statutory Holiday coverage cycle which will begin in November 2018.

Effective November 1, all Employees will provide their Territory Manager with their availability to work a minimum of 3 statutory holidays during the balance of the year until November of the following calendar year.

The list will be completed with the senior employees making their selections first.

It is agreed that alternating years be a different selection from the previous year's selection of statutory holidays to work.

Any remaining statutory holidays will be scheduled on a volunteer basis by seniority.

In the event that there are additional shifts to fill, the Employer will schedule the most junior casual employee(s) first where possible.

Once the casual list is exhausted, the Employer will schedule the most junior employee(s) from the part-time list then the full-time list to fill the remaining shifts.

The Employer reserves its right to schedule statutory holidays on an equitable basis.

The employer will finalize and post the schedule with as much advance notice as possible.

THIS AGREEMENT executed this 6 day of May, 2021 in the City of Sudbury in the Province of Ontario.

FOR THE UNION:

Holly Bell

HOLLY BELL
Negotiating Committee Member

Lori Ruth

LORI RUTH
Negotiating Committee Member

Rebaa Ali-Sherif

REBAA ALI-SHERIF
Negotiating Committee Member

Bonnie Paterson

BONNIE PATERSON
Negotiating Committee Member

Derik J. McArthur

DERIK J. MCARTHUR
Director – Region 8

FOR THE EMPLOYER:

Sonya Lockyer

SONYA LOCKYER
CEO

LETTER OF UNDERSTANDING

**BETWEEN: CANADIAN ADDICTION TREATMENT CLINICS LP
c.o.b. as ONTARIO ADDICTION TREATMENT CLINICS (OATC)
(Hereinafter called the “Employer”)**

**AND: UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175
Health, Office and Professional Employees Division
(Hereinafter called the “Union”)**

RE: No Violence or Abuse Policy

The parties agree that no form of violence or abuse shall be condoned in the workplace. Both parties shall work together in recognizing and resolving such concerns as they arise. Any employee who believes that he or she is being abused shall report this to her/his immediate supervisor and/or full-time Union Representative.

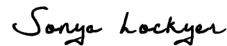
Employees who have their clothing or eyeglasses damaged as a result of a client action shall have the damaged articles replaced by the Employer at no cost to the employee.

FOR THE UNION:



DERIK J. MCARTHUR
Director – Region 8

FOR THE EMPLOYER:



SONYA LOCKYER
CEO

LETTER OF UNDERSTANDING

**BETWEEN: CANADIAN ADDICTION TREATMENT CLINICS LP
c.o.b. as ONTARIO ADDICTION TREATMENT CLINICS (OATC)
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**AND: UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175
Health, Office and Professional Employees Division
(Hereinafter called the “Union”)**

RE: Pay Equity

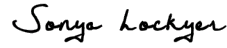
The parties agree that the compensation terms contained in the current Collective Agreement are in compliance with the requirements of the *Pay Equity Act*.

FOR THE UNION:



DERIK J. MCARTHUR
Director – Region 8

FOR THE EMPLOYER:



SONYA LOCKYER
CEO

LETTER OF UNDERSTANDING

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**AND: UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175
Health, Office and Professional Employees Division
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RE: Temporary Postings

Where a bargaining unit position has not become vacant, but the length of absence of the incumbent is nonetheless known at the outset to exceed three (3) months, the employer will deal with the opportunity as if it were a “vacancy” under Article 9.

It is understood, however, that only employees for whom the position would represent a promotion in terms of either a higher classification, or a movement from part-time to full-time status, may apply. Upon the return of the incumbent, employees who have moved as a result of the temporary posting will revert to their original positions.

Should the incumbent decide not to return to their position, the position will be posted as a permanent vacancy in accordance with Article 9.01.

If an external candidate is hired into a temporary position, they will not accrue seniority but will have recall rights for three months following the expiry of the temporary contract.

The temporary employees recall rights are secondary to all bargaining unit members with seniority rights.

FOR THE UNION:



DERIK J. MCARTHUR
Director – Region 8

FOR THE EMPLOYER:



SONYA LOCKYER
CEO

LETTER OF UNDERSTANDING

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LOCAL 175
Health, Office and Professional Employees Division
(Hereinafter called the “Union”)**

RE: Shift Coverage

An employee unable to report for her scheduled shift or shifts will have the initial responsibility to attempt to arrange coverage. In the event the employee cannot do so, management shall be notified of the coverage problem immediately.

Where notification of the coverage problem comes to management’s attention with not less than two clear days’ notice of the needed coverage (three days if over a week-end), no assignment of the work will be made for at least four hours following the E-Mail blast of the shift availability. Assignment of the work will then be made to a qualified employee or employees on the basis of seniority, “full-time” employees having priority, provided the available shift(s) would not put the employee into overtime for the week without the express consent of management to incur such overtime. To facilitate the notification coming to management’s attention when outside the normal work day, it is recommended that employees use E-Mail if available, or failing that text messaging, rather than attempting to reach a Manager by phone call. It is also recommended that more than one Manager be sent the notification in all cases, in the event that a specific Manager is not available.

Failing receipt of the advance notification specified in paragraph two, management shall not be restricted in the time or manner in which it arranges the necessary coverage.

Where an employee is emailing her colleagues to arrange for shift coverage within 48 hours of the shift, the shift may be filled with the first person to respond.

The Employer is respectful of an employee’s right to the sick time when needed and will conduct itself in a manner consistent with its Code of Conduct and Ethical Standards Policy when dealing with shift coverage issue.

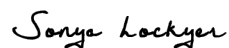
NOTE: The Employer to amend Code of Conduct to make it explicit that it applies to management staff as well.

FOR THE UNION:



DERIK J. MCARTHUR
Director – Region 8

FOR THE EMPLOYER:



SONYA LOCKYER
CEO

LETTER OF UNDERSTANDING

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**AND: UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175
Health, Office and Professional Employees Division
(Hereinafter called the “Union”)**

RE: New Units

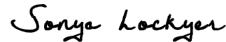
It is agreed that any new bargaining units for which the Union becomes certified during the currency of the existing Collective Agreement shall be bound by the terms and conditions of the said Collective Agreement.

FOR THE UNION:



DERIK J. MCARTHUR
Director – Region 8

FOR THE EMPLOYER:



SONYA LOCKYER
CEO

LETTER OF UNDERSTANDING

BETWEEN: **CANADIAN ADDICTION TREATMENT CLINICS LP**
 c.o.b. as ONTARIO ADDICTION TREATMENT CLINICS (OATC)
 (Hereinafter called the “Employer”)

AND: **UNITED FOOD & COMMERCIAL WORKERS CANADA,**
 LOCAL 175
 Health, Office and Professional Employees Division
 (Hereinafter called the “Union”)

RE: Health Spending Account

As of the beginning of the third month following the month in which ratification occurs, the Employer agrees to implement a Health Spending Account (“HSA”) for all eligible employees who have completed their probationary period as follows:

- Full-time employees shall earn an HSA of up to \$750 per calendar year, accumulated at the rate of \$62.50 for each full month of active service.
- Part-time employees, other than casual employees, shall earn an HSA of up to \$500 per calendar year, accumulated at the rate of \$42 for each full month of active service.
- Eligible expenses as attached shall be reimbursed within 60 days of submission of the receipt, up to the limit of the balance in the employee’s HSA. Unused credits may be carried over for one year only.
- Employees who fail to consistently work their full string (80%) in any two (2) consecutive months and are not on an approved leave of absence, will lose their HSA credits.

NOTE: Increases to Health Spending Account will be effective April 1, 2016.

Health Spending Account

Covered Expenses:

Prescription Drugs

Orthopedic Shoes

Vision care (Corrective lenses, eye examinations)

Hearing Aids

Paramedical practitioners (chiropractor, osteopath, naturopath, podiatrist, chiroprapist, acupuncturist)

Registered Clinical Psychologist
Physiotherapist
Speech Therapist
Dental
Massage Therapy by an RMT where medically prescribed

Includes "Eligible" Dependents

Spouse or partner

Dependent children (age 18 or younger, or 19-24 if in full time attendance at a school or university)

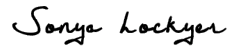
Disabled children of any age who are financially dependent

FOR THE UNION:



DERIK J. MCARTHUR
Director – Region 8

FOR THE EMPLOYER:



SONYA LOCKYER
CEO

LETTER OF UNDERSTANDING

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LOCAL 175
Health, Office and Professional Employees Division
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RE: Union Reps – Management Relationships

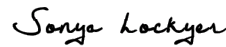
In recognition of fostering a long-term, productive and collaborative relationship between the union and management, managers and union reps will meet bi-annually. At these meetings discussions will be had around the status of the union-management relationships, any relevant update and any issues that can be raised and will be discussed by the parties.

FOR THE UNION:



DERIK J. MCARTHUR
Director – Region 8

FOR THE EMPLOYER:



SONYA LOCKYER
CEO

LETTER OF UNDERSTANDING

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LOCAL 175
Health, Office and Professional Employees Division
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RE: RRSP

By March 2019, the Employer agrees to implement an RRSP Program for benefit eligible employees who have completed their probationary period as follows:

- After 3 Years of Service - 0.5% RRSP Match
- After 5 Years of Service - 1% RRSP Match

Employees may activate their RRSP account following the completion of their probationary period on order to make contributions.

FOR THE UNION:



DERIK J. MCARTHUR
Director – Region 8

FOR THE EMPLOYER:



SONYA LOCKYER
CEO

SCHEDULE "A"**WAGES****Seniority Grid**

Role	Current	% Increase (proposed)	Start	1 Year (.5%)	3 Years (1.0%)	5 Years (1.5%)
Support Staff	\$15.86	2.0%	\$16.18	\$16.26	\$16.42	\$16.67
Nurse	\$25.38	2.0%	\$25.89	\$26.02	\$26.28	\$26.67

Clarity Note 1: Members will slot into the grid that corresponds with their seniority and progress through the grid until they reach the 5 year rate.

Clarity Note 2: The probation rate will be removed. Anybody currently on the probation rate will advance to the start rate and progress through the grid.

Clarity Note 3: Members who are not at the 5 year end rate will advance through the wage grid and will receive the rate increase on the first pay period after they achieve the years of seniority/service as noted in the grid in Schedule A.

Clarity Note 4: Any employee above the grid would get a 1% increase (i.e. Northern/rural rate).

Wage increases are retroactive to March 20, 2021.

Note: In the event an employee changes employment status from full-time to part-time or part-time to full-time, said employee will not suffer a reduction in pay and will be credited with their service for the purposes of the wages and the wage progression.

SCHEDULE "B"

OATC NEGOTIATING COMMITTEE ELECTIONS

North:

Atikokan
Dryden
Fort Frances
Longlac
Hearst
Constance Lake
Kenora
North Bay
Pembroke
Sault Ste. Marie
Sioux Lookout
Sudbury
Thunder Bay North
Thunder Bay Red River
Thunder Bay South
Thunder Bay West

Bracebridge
Huntsville
Ottawa
Ottawa West
Vanier
Parry Sound

South:

Toronto Bloor
Brampton
Cambridge
Guelph
Hamilton
Kitchener East
Kitchener
Oshawa
Niagara Falls
North York
Scarborough
Oakville
Tillsonburg

Toronto Danforth
Toronto Willowdale
Alliston
Belleville
Collingwood
Owen Sound
Peterborough
Newmarket
Toronto Etobicoke
Toronto Queen Street

SCHEDULE "C"

CLARIFICATION NOTES

Full-time/Part-time Status – Article 14.01

"Normal hours of work" will be determined by the average number of hours that an employee was scheduled by OATC to work per week in each quarter of the year, excluding weeks in which the employee was not scheduled to work at all, or was scheduled on a relief basis for an employee who was absent.

A "week" shall have the same meaning as in the calculation of the bi-weekly pay period.

Notwithstanding the foregoing, a part-time employee who has relieved in a full-time position for a full quarter will have her accrual rate for sick days and HSA retroactively adjusted to the "full-time" level for that quarter.

LOU on Shift Coverage

When an employee is unable to report for their scheduled shift/shifts as a result of an illness or emergency they will have the initial responsibility to notify clinic colleagues of their absence and request coverage. In the event the employee cannot do this, management shall be notified immediately by phone.

Process:

As soon as the employee is aware of their inability to attend work, they must send an 'All-Clinic Email' alerting the staff that they are unable to get to the clinic.

The email should say:

- a) I am not able to attend the clinic today for medical/emergency reasons. Please let "the Territory Manager" know if you are able to cover my shift.
- b) I have texted "employee names" as well to ask them for coverage.

All staff who receive the coverage email/text are expected to follow up directly with the Territory Manager rather than the staff who is ill.

Given that our patients are our number one priority, the employee should take all reasonable steps to assist the Manager in securing coverage and the Manager should recognize and accept that the staff may not be in a position assist.

The Employer is respectful of an employee's right to the sick time when needed and will conduct itself in a manner consistent with its Code of Conduct and Ethical Standards Policy when dealing with shift coverage issue.

Health Spending Account

Credit balances in an employee's Health Spending Account may be carried forward from year to year, subject to the one-year limitation on the use of any credit earned. For example, a credit earned for the completed month of March 2015 must, according to CRA rules, be used by way of submitting a claim by the end of March 2016, or be forfeited. In light of this restriction, credits into an employee's account will be the first funds drawn against when expense claims are submitted.

APPENDIX "X"

OATC LAYOFF SENIORITY GROUPING

Kitchener East
Kitchener Park
Cambridge
Guelph
Tilsonburg

Bloor
Queen Street
Danforth (Toronto)
North York
Scarborough
Willowdale

Hearst
Constance Lake
Longlac

Dryden
Fort Frances
Atikokan
Sioux Lookout
Kenora

Alliston
Newmarket
Collingwood
Owen Sound

Ottawa
Ottawa West
Vanier
Pembroke

Brampton
Oakville
Etobicoke
Hamilton
Niagara

Bracebridge
Huntsville
Sudbury
North Bay
Parry Sound
Sault Ste. Marie

Peterborough
Oshawa
Belleville

Thunder Bay South
Thunder Bay North
Thunder Bay West
Thunder Bay Red
River

APPENDIX "Y"

ARTICLES APPLYING TO CASUAL EMPLOYEES

The following articles will apply to casual employees:

1.01, 1.02, 1.03, 1.04, 2.01, 2.02, 2.03, 2.04, 2.05, 2.06, 3.01, 3.02, 3.04, 4.01, 5.01,
5.02, 5.03, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, 6.08, 6.09, 6.10, 6.11, 7.01, 7.02,
7.03, 7.04, 7.05, 8.01, 8.02, 8.03, 8.04, 12.03, 12.05, 12.06, 12.08, 13.01, 13.02, 13.03,
13.04, 13.05, 14.03, 14.04, 14.05, 15.01, 15.03, 15.04, 15.06, 18.01, 19.01, 20.01,
20.02, 21.01, 22.01, 22.02, 23.01