

COLLECTIVE AGREEMENT

BETWEEN



NEWGATE 180 ADDICTION SOLUTIONS

(HEREINAFTER CALLED THE "EMPLOYER" PARTY OF THE FIRST PART)

and

CUPE

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 4266-10

(HEREINAFTER CALLED THE "UNION" PARTY OF THE SECOND PART)

DECEMBER 1ST, 2021, TO NOVEMBER 30TH, 2024

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE	6
1.02 GENDER RECIPROCITY	6
1.03 NO DISCRIMINATION	6
ARTICLE 2 - DEFINITIONS	6
2.01 EMPLOYER.....	6
2.02 UNION.....	7
2.03 EMPLOYEE.....	7
2.04	7
2.05 DAY	7
2.06 PAY PERIOD.....	8
2.07 WORKING SHIFT.....	8
ARTICLE 3 - MANAGEMENT RIGHTS	8
ARTICLE 4 - UNION RECOGNITION	9
4.01 SCOPE OF THIS AGREEMENT	9
ARTICLE 5 - CHECK-OFF PAYMENTS	9
5.01	9
5.02 NO PRIVATE AGREEMENTS	9
5.03 DISTRIBUTION OF THE COLLECTIVE AGREEMENT	10
5.04 BULLETIN BOARDS	10
5.05 EMPLOYER POLICIES	10
ARTICLE 6 - CORRESPONDENCE	10
6.01 CORRESPONDENCE	10
6.02 UNION NOTICES	11
ARTICLE 7 - UNION REPRESENTATION	11
7.01 UNION REPRESENTATIVES.....	11
7.02 BARGAINING COMMITTEE	11
7.03 OCCUPATIONAL HEALTH AND SAFETY	12
b) HEALTH AND SAFETY REPRESENTATIVE.....	12
c) RIGHTS OF EMPLOYEES	13
7.04 LABOUR-MANAGEMENT COMMITTEE	14
b) LABOUR MANAGEMENT COMMITTEE	14
c) MEETINGS OF COMMITTEE.....	14
d) MINUTES OF MEETING.....	14
e) JURISDICTION OF COMMITTEE	14
7.05 UNION REPRESENTATION	15
ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE	15
8.01 DEFINITION OF GRIEVANCE	15
8.02 INTENT OF THE PARTIES.....	15
8.03 TYPES OF GRIEVANCE	15

8.04	INDIVIDUAL GRIEVANCE	16
	VERBAL STAGE	16
	STEP I – WRITTEN STAGE	16
8.05	TERMINATION GRIEVANCE.....	16
8.06	POLICY GRIEVANCE	16
8.07	GROUP GRIEVANCE.....	16
8.08	EFFECT OF THE AGREEMENT.....	16
8.09	VOLUNTARY MEDIATION	17
8.10	EXTENSION OF TIME LIMITS	17
8.11	ARBITRATION.....	17
ARTICLE 9 – DISCIPLINARY MEASURES		18
9.01	SUNSET CLAUSE.....	18
9.02	JUST CAUSE	18
9.03	WRITTEN NOTICE	18
9.04	UNION REPRESENTATION	18
9.05	CONTENTS IN PERSONNEL FILE	18
9.06	PERSONNEL FILE.....	18
ARTICLE 10 – HOURS OF WORK.....		19
10.01	NORMAL WORK WEEK	19
10.02	SCHEDULING PROVISIONS.....	19
10.03	STANDBY.....	19
10.04	REST PERIODS	20
10.05	CHANGE IN HOURS OF WORK	20
10.06	OVERTIME PAY.....	20
10.07	TIME IN LIEU OF OVERTIME PAY	21
10.08	EVENING/NIGHT PREMIUM	21
10.09	WEEKEND PREMIUM	21
ARTICLE 11 – VACATION.....		21
11.01	LENGTH OF VACATION	21
11.02	COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULE	22
11.03	VACATION PAY ON TERMINATION	22
11.04	PREFERENCE IN VACATIONS	22
11.05	VACATION ENTITLEMENT AND CALCULATION OF PAYMENT FOR REGULAR PART-TIME AND TEMPORARY CASUAL EMPLOYEES	22
11.06	APPROVED LEAVE OF ABSENCE DURING VACATION	22
11.07	ANNUAL VACATION LEAVE.....	23
ARTICLE 12 – HOLIDAYS		23
12.01	PAID HOLIDAYS	23
12.02	PAY FOR WORK ON PAID HOLIDAY.....	23
12.03	COMPENSATION FOR PAID HOLIDAYS FALLING ON SCHEDULED DAY OFF	23
ARTICLE 13 – SENIORITY.....		24
13.01	SENIORITY DEFINED.....	24
13.02	SENIORITY LIST.....	24

13.03	LOSS OF SENIORITY	24
13.04	TRANSFERS AND SENIORITY OUTSIDE OF THE BARGAINING UNIT	24
ARTICLE 14 - PROMOTION AND STAFF CHANGES		25
14.01	JOB POSTINGS.....	25
14.02	INFORMATION IN POSTINGS.....	25
14.03	OUTSIDE ADVERTISING	25
14.04	PROMOTIONS REQUIRING HIGHER QUALIFICATIONS	25
14.05	EXTENSIONS	25
14.06	TRIAL PERIOD.....	26
14.07	PROBATION FOR NEWLY HIRED EMPLOYEES.....	26
14.08	UNION NOTIFICATION.....	26
ARTICLE 15 - LAY-OFFS AND RECALLS		27
15.01	DEFINITION OF LAY-OFF	27
15.02	ADVANCE NOTICE OF LAY-OFF.....	27
	PROCEDURE FOR LAY-OFF	27
15.03	RECALL PROCEDURE	27
15.04	RECRUITMENT DURING LAY-OFF.....	27
15.05	GRIEVANCE ON LAY-OFF.....	27
15.06	EMPLOYEES OPTIONS UPON NOTICE OF LAY-OFF	28
15.07	DISPLACED EMPLOYEES.....	28
15.08	REDEPLOYMENT	28
15.09	DISCLOSURE	29
ARTICLE 16 – SICK LEAVE PROVISIONS		29
16.01	SICK LEAVE DEFINED	29
16.02	ANNUAL PAID SICK LEAVE	29
16.03	SICK LEAVE RECORD	29
16.04	DUTY TO ACCOMMODATE	29
ARTICLE 17 - LEAVES OF ABSENCE		29
17.01	GRIEVANCE AND ARBITRATION PAY PROVISIONS.....	29
17.02	LEAVE OF ABSENCE FOR UNION FUNCTIONS.....	29
17.03	PAID BEREAVEMENT LEAVE.....	30
17.04	SENIORITY STATUS DURING MATERNITY/PARENTAL LEAVE	30
17.05	MATERNITY LEAVE	30
17.06	ADMINISTRATION OF BENEFITS DURING MATERNITY/PARENTAL LEAVE.....	30
17.07	PROCEDURE UPON RETURN FROM MATERNITY/PARENTAL LEAVE	31
17.08	PARENTAL LEAVE	31
17.09	PAID A SUPPLEMENTAL UNEMPLOYMENT BENEFIT	31
17.10	TIME OFF FOR ELECTIONS.....	31
17.11	COURT WITNESS DUTY LEAVE	32
17.12	LEAVE FOR COURT APPEARANCE	32
17.13	GENERAL LEAVE	32
17.14	EDUCATIONAL ADVANCEMENT	32
17.15	PROFESSIONAL DEVELOPMENT	32

ARTICLE 18 - PAYMENT OF WAGES AND EXPENSES	33
18.01 PAY DAYS.....	33
18.02 EQUAL PAY FOR EQUAL WORK.....	33
18.03 LEGAL FEES.....	33
18.04 PAY FOR THE MONTH OF DEATH.....	33
ARTICLE 19 – JOB CLASSIFICATION	33
19.01 JOB CLASSIFICATION	33
B) JOB DESCRIPTIONS.....	34
ARTICLE 20	34
20.01 CHANGE OF CARRIER	34
ARTICLE 21 – JOB SECURITY	35
21.01 CONTRACTING OUT.....	35
ARTICLE 22 – GENERAL CONDITIONS.....	35
22.01 TOOLS AND EQUIPMENT	35
ARTICLE 23 – COPIES OF AGREEMENT	35
23.01 COPIES OF AGREEMENT	35
ARTICLE 24 – MODIFICATION, TERM AND RENEWAL OF AGREEMENT	35
APPENDIX A – WAGE INCREASE	37

ARTICLE 1 – PREAMBLE

1.01 The general purpose of this Agreement is to establish and maintain Collective Bargaining relations between Newgate 180 Addiction Solutions and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and Newgate 180 Addiction Solutions and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

1.02 Gender Reciprocity

For the purpose of interpretation wherever used herein, the masculine gender shall mean and include the feminine gender and vice versa.

1.03 No Discrimination

- a) The parties agree that there will be no discrimination or harassment within the meaning of the *Ontario Human Rights Code* against any employee by either Newgate 180 Addiction Solutions or the Union, or by any of the members on the basis of race, creed, colour, ethnic origin, age, sex, nationality, ancestry or place of origin, language, family or marital status, disability, sexual orientation.
- b) Newgate 180 Addiction Solutions and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of the employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.
- c) Grievances concerning discrimination or harassment shall be initiated at Step 1 of the Grievance Procedure.

ARTICLE 2 - DEFINITIONS

2.01 Employer

Newgate 180 Addiction Solutions (hereinafter called the "Employer" or "Newgate 180 Addiction Solutions".)

2.02 Union

The Canadian Union of Public Employees and its Local 4266-10 (hereinafter called “the Union”).

2.03 Employee

An employee is defined as anyone employed by Newgate 180 Addiction Solutions and for whom the Canadian Union of Public Employees (CUPE) is the recognized bargaining agent.

2.04

a) Regular Full-Time Employee

A full-time employee is an employee who is regularly scheduled to work thirty- seven and one half (37 ½) hours per week.

b) Regular Part-time Employee

Regular part-time employees shall be defined as those employees who are regularly scheduled to work less than thirty-seven and one half (37 ½) hours per week and who make a commitment to the Employer to be available for work on a pre-determined basis and in respect of whom there is a pre-determined schedule.

c) Temporary Casual Employees

A casual employee is hired under the understanding that their employment will be on a casual on-call basis by the hour, day or week.

d) Temporary Term

Temporary Term employees are hired for a specific period of time on the understanding that their employment expires after a specific date. A Temporary Term employee may be required to work less than the basic hours of work for a full-time employee. These terms are negotiated prior to beginning employment and stipulated in the Employment Agreement.

2.05 Day

Unless otherwise specified in the present, the expression day should be interpreted as a calendar day.

2.06 Pay Period

For the purposes of interpretation and application of this collective agreement, a pay period is constituted as fourteen (14) consecutive days, paid bi-weekly on Friday.

2.07 Working Shift

Means the days of the week during which the individual employee works his/her regularly scheduled hours.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes that the management of Newgate 180 Addiction Solutions and the direction of the workforce are fixed exclusively by Newgate 180 Addiction Solutions and shall remain solely with Newgate 180 Addiction Solutions except as specifically limited by a provision of this Agreement. It is understood that Newgate 180 Addiction Solutions maintains all its rights, responsibilities or authority held prior to the conclusion of this collective agreement, unless they have been expressly limited by the current collective agreement.

Without restricting the generality of the forgoing, the Union acknowledges that it is the exclusive function of Newgate 180 Addiction Solutions to:

- 3.1** Establish and enforce reasonable rules and regulations governing the conduct of its employees; maintain order, discipline and efficiency
- 3.2** Hire, discharge, suspend, classify, direct, transfer, lay-off, promote, demote, assign, recall, or discipline employees.
- 3.3** Determine, in the interest of efficiency of operations and highest standard of service, job rating or classification, hours of work, work assignments, methods of doing the work and the working establishment for any service; curtailment or cessation of operations or any part thereof;
- 3.4** Determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in order to ensure efficiency of operations;
- 3.5** Make, enforce and alter from time to time reasonable rules and regulations to be observed by the employees, provided that such rules and regulations shall not be inconsistent with the provisions of this agreement. The Employer will inform the employees and the Union of any changes in rules and regulations.

Newgate 180 Addiction Solutions recognizes that in exercising its rights it will do so in a fair and equitable manner not inconsistent with the provisions of this agreement. This agreement in no way restricts the authority of those charged with Managerial responsibilities.

ARTICLE 4 - UNION RECOGNITION

4.01 Scope of this Agreement

Newgate 180 Addiction Solutions recognizes the Union as the sole bargaining agent for all employees employed at Newgate 180 Addiction Solutions in the Township of Merrickville/Wolford, in the Region of North Grenville in the province of Ontario save and except the Executive Director, Director and the Administrative Assistant.

ARTICLE 5 - CHECK-OFF PAYMENTS

5.01

- a) The Employer shall deduct from the pay of every member of the bargaining unit dues and/or assessments, as designated by the Union. Deductions made during each month shall be forwarded to the National Secretary-Treasurer of the Union not later than the 15th day of the following month accompanied by a list of employees from whom the deductions have been made. Such list will include names, addresses, home phone numbers, position title and amount of deduction.
- b) The Employer shall provide on each employee's T-4 slip, the amount of such deductions in the preceding taxation year.
- c) In consideration of the deducting and forwarding of any union dues in accordance with the above, the Union agrees to indemnify and save the Employer harmless from any claim or liability arising out of, or resulting from the operation of this cause.

5.02 No Private Agreements

- a) No employee shall enter into a private agreement with Newgate 180 Addiction Solutions which conflicts with the terms of this Collective Agreement. However, this article does not prevent the Union, Newgate 180 Addiction Solutions and the employee from reaching a mutually satisfactory agreement.

- b) No individual employee or group of employees shall undertake to represent the Union at meetings with Newgate 180 Addiction Solutions without proper authorization from the Union.

5.03 Distribution of the Collective Agreement

Upon being hired, Newgate 180 Addiction Solutions will provide a new employee with a copy of the Collective Agreement. The parties agree that the Union will bear the cost of printing the collective agreement

As part of the orientation program, newly hired employees will have the opportunity to meet with a representative of the Union in the employ of Newgate 180 Addiction Solutions for a period of one (1) hour to meet the Union representative and familiarize themselves with the collective agreement

5.04 Bulletin Boards

The Employer shall provide bulletin boards in both the men's and women's centres, which shall be placed so that all employees will have access to them and upon which, the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such bulletin boards shall be maintained by the Union in an up-to-date manner and the Union shall ensure that the bulletin board is kept neat and tidy.

5.05 Employer Policies

The Employer shall provide the Union with a copy of any Human Resources policy which affects the working conditions of bargaining unit members upon its implementation.

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the EXECUTIVE DIRECTOR or designate and the Unit Chair of the Union Local or designate. The Union shall notify the Employer in writing of the name and address of the Unit Chair of the Union Local or designate within ten (10) working days of the election and/or appointment of such position.

6.02 Union Notices

The Union shall enjoy the use of the Employer's internal mail system and email system. Such correspondence will adhere to the Employer's policies and practices regarding the appropriate use of networks.

ARTICLE 7 - UNION REPRESENTATION

7.01 Union Representatives

- a) The Union agrees to provide Newgate 180 Addiction Solutions with a list of the Union's Executive Committee members and Union Representatives.
- b) Union Representatives of Newgate 180 Addiction Solutions may meet with Newgate 180 Addiction Solutions authorities by appointment at mutually agreeable time and place, without loss of earnings or seniority. It is agreed that the union representatives may leave their regular duties for such meetings after receiving authorization from the Director or Executive Director.

7.02 Bargaining Committee

- a) The Union will designate two (2) members of the bargaining unit to sit on the bargaining committee whose role is to negotiate the renewal of the collective agreement with representatives of the Employer. The Employer will release these two employees to allow them to attend, according to the following rules, without loss of pay, the bargaining meetings for the renewal of the collective agreement. Nothing in this provision is intended to preclude the union Negotiating Committee from having the assistance of any representatives of the Canadian Union of Public Employees when negotiating with the Employer.
- b) When the direct negotiations begin or end within ten (10) hours of a negotiating team member's scheduled shift, Newgate 180 Addiction Solutions will endeavour to provide a one (1) day leave of absence without pay, to provide a sufficient rest break if the employee so requests. Such requests shall not be unreasonably denied.
- c) When negotiations are conducted on the day that a bargaining committee member is not scheduled to work, his day off shall be re-scheduled to replace a day he would otherwise be scheduled to work.

- d) The Employer and the Union shall make available, on the request of the other party, any information or documents to which it refers during collective bargaining.

7.03 Occupational Health and Safety

- a) It is in the mutual interest of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Employer shall provide orientation and training in health and safety to new employees. Employees shall attend required health and safety training sessions.

The Employer and all employees shall comply with all applicable federal, provincial and municipal health and safety legislation, regulations and policies. All standards established under such legislation, regulations and policies shall constitute acceptable practices which may be improved upon by agreement of the Health and Safety Representative or in negotiations with the Employer.

- b) **Health and Safety Representative**

- i) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept one (1) representative selected by the Union from amongst bargaining unit employees as a Health and Safety Representative. The employee representing workers under the *Occupational Health and Safety Act*, who is trained to be a certified worker as defined under the *Act*, shall be from the bargaining unit. The Employer agrees to cooperate in providing necessary information and management support to enable the Health and Safety Representative to fulfill his functions. In addition, the Employer will provide the H&S Representative with access to all accident reports, health and safety records and other pertinent information in its possession. The H&S Representative shall respect the confidentiality of the information.
- ii) Meetings shall be held every three (3) months or more frequently at the request of either party, if required. Minutes of all meetings shall be kept and made available for review.

Any representative appointed or selected in accordance with (b) (i) hereof, shall serve for a term of at least two (2) years from the date of appointment. Time off for the representative to perform these duties

shall be granted in accordance with statutory requirements, except as listed below:

A representative is entitled to,

- a) one hour or such longer period of time as is necessary to prepare for each meeting;
- b) such time as is necessary to attend meetings;
- c) such time as is necessary to carry out inspections and investigations under subsection 9 (26), 9 (27), and 9 (31) of the *Act*.
- d) where an investigation is required under the *Occupational Health and Safety Act*, the H&S Representative shall determine the appropriate member who will participate in the investigation, recognizing the interests of a bargaining unit representative to be involved in an investigation involving bargaining unit members;
- e) a H&S Representative shall be deemed to be at work during the times described in D) above and Employer shall pay the member for those times at the member's regular or premium rate as may be appropriate.

c) Rights of Employees

- i) Where high-risk areas are identified where employees are exposed to infectious or communicable diseases for which there are available protective medications, such medications shall be provided by the Employer with personal protective equipment reasonably necessary for the protection of the employee.
- ii) Where there is a risk that employees may be exposed to infectious or communicable diseases (viral or bacterial), or blood borne pathogens, employees who may be so exposed will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- iii) An employee who is required by the Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training during their regular work hours.

7.04 Labour-Management Committee

- a) The purpose of the Labour Management Committee will be to improve communications between the parties and to provide a forum for the discussion of matters of mutual concern in the interests of improving the Employer's services and of safeguarding the welfare of its employees.

b) **Labour Management Committee**

A Labour-Management Committee shall be established consisting of two (2) representatives from the Union and two (2) representatives from the Employer, with the right to substitute if necessary. The Committee shall enjoy the support of both parties

c) **Meetings of Committee**

The Committee shall meet as required at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least fortyeight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee

d) **Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and approved by the parties and circulated as promptly as possible via email.

- i) A secretary of the Committee shall be appointed by management who shall be the Administrative Assistant, whose responsibility shall be to record and distribute the minutes of each meeting.

e) **Jurisdiction of Committee**

The parties agree to meet for the purposes of discussing matters of mutual concern arising out of the working relationship between the Employer and its employees.

The parties agree that concerns relating to workload are an appropriate topic for discussion at the Labour-Management meeting.

It is understood that the provisions of this clause shall not be used for the purpose of discussing grievances or to circumvent the grievance and arbitration procedure herein nor to engage in the discussion of matters which would normally be dealt with in collective bargaining nor for the purpose of reopening this Agreement.

7.05 Union Representation

- a) Before formal discipline is imposed an employee shall have the right to the presence of his/her union representative. Newgate 180 Addiction Solutions shall notify the employee of this right in advance.
- b) At any stage of the grievance procedure, an employee shall have the right to the presence of his/her union representative.
- c) At the time of a permanent termination, demotion or transfer, an employee shall have the right to the presence of his/her union representative.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.01 Definition of grievance

A grievance under this Agreement shall be defined as a difference or dispute between the parties which relates to the interpretation, application, administration, or alleged violation of the Agreement.

8.02 Intent of the Parties

It is the mutual desire of Newgate 180 Addiction Solutions and the Union that all grievances shall be resolved as quickly as possible. It is further agreed that the designated grievance procedure, as hereinafter set forth, shall serve as the proper means to be utilized by the parties for the prompt disposition, decision and final settlement of the grievance.

8.03 Types of Grievance

Policy Grievance: A policy grievance is a grievance filed by the Union on the interpretation of the collective agreement or any of its articles.

Group Grievance: A group grievance is a grievance on the same issue filed by a group of employees or by the Union on behalf of a group of employees.

8.04 Individual Grievance

Verbal Stage

Before submitting a grievance, an employee is encouraged to discuss the matter with the supervisor. An employee may, if he so desires, be assisted or represented by the Union during such discussion.

Should no resolution to the complaint be forthcoming at this stage, the employee may submit a formal grievance to the Administrative Assistant or designate at step 1 of the procedure within ten (10) business days of the occurrence of the incident which gave rise to the complaint or of becoming aware of the occurrence of the incident giving rise to the complaint.

Step I – Written Stage

Upon receipt of the written grievance, the Executive Director will schedule a meeting within ten (10) business days to discuss the matter. The Executive Director shall reply in writing within ten (10) business days of the meeting.

8.05 Termination Grievance

An employee who has completed his probationary period may submit an unjust termination grievance at Step 1 within ten (10) days of the incident giving rise to the grievance.

8.06 Policy Grievance

A grievance arising directly between Newgate 180 Addiction Solutions and the Union concerning the application, interpretation, or alleged violation of the Agreement shall be originated at Step 1 within ten (10) calendar days of the circumstances giving rise to the grievance.

8.07 Group Grievance

The Union representative or designate shall present a group grievance in writing at Step 1.

8.08 Effect of the Agreement

All agreements reached under the grievance procedure between the representatives of Newgate 180 Addiction Solutions and the representatives of the Union will be final and binding upon Newgate 180 Addiction Solutions and the Union and the employees.

8.09 Voluntary Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Article 8.10 below, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance. In such cases, there will be an extension of the time limits for the request for arbitration until the mediation meeting occurs. The parties will share equally the fees and expenses, if any, of the mediator.

8.10 Extension of Time Limits

All the time limits prescribed in this Article are mandatory but may be extended by mutual agreement of the parties in writing, otherwise a grievance will be deemed to be abandoned. Such extension shall not be unreasonably withheld.

8.11 Arbitration

Within twenty days (20) after the Step 1 reply, failing settlement under the foregoing procedure of any grievance between the parties, either party may request that the grievance be submitted to arbitration, as herein provided:

- a) No matter may be submitted to Arbitration, which has not been properly carried through all requisite steps of the Grievance procedure.
- b) A person who has been involved in an attempt to negotiate or settle a grievance may not be appointed chairperson of the arbitration board.
- c) Each of the parties shall bear the expense of their nominee appointed by it and the parties shall jointly bear the expenses of the chairperson of the arbitration board.
- d) The arbitration board shall not be authorized to make any decision inconsistent with the provisions of this agreement to alter, modify, or amend any part of this collective agreement.
- e) The proceedings of the Arbitration Board will be expedited by the parties hereto. Should the decision of the majority decision not be possible, then the decision of the chairperson shall be final and binding.
- f) If both parties agree, the matter will be submitted to a single arbitrator who shall be appointed in place of a board of arbitration. The parties will suggest the names of three neutral persons, any one of whom they are prepared to accept as an arbitrator.

ARTICLE 9 - DISCIPLINARY MEASURES

9.01 Sunset Clause

Any letter of reprimand, suspension or other sanction will be removed from the record of the employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free for a period of eighteen (18) months.

9.02 Just Cause

Except as provided by the current collective agreement, no employee will be subject to discipline without just cause.

9.03 Written Notice

When the Employer deems it necessary to provide a written disciplinary notice to an employee, the Employer must, within a reasonable time after the incident has occurred, give to the employee a written outline of the reasons for discipline and the discipline imposed, and provide a copy to the Union.

9.04 Union Representation

All employees called to meet the Employer for disciplinary reasons will be advised of his right to have Union representative present.

9.05 Contents in Personnel File

No disciplinary measure contemplated by this article shall be placed on an employee's record without the employee being notified in writing and given the opportunity to attach a written response to the disciplinary measure.

9.06 Personnel File

Upon appointment, every employee has access to his personnel file during normal working hours. The file is to be examined under the supervision of an authorized Employer representative.

The Employee or the Union, with the written consent of the employee, may obtain a copy of any documentation in his file.

The employee may have a union representative present when accessing his file.

ARTICLE 10 - HOURS OF WORK

10.01 Normal Work Week

For the purpose of interpretation and application of this collective agreement, a normal work week totals thirty-seven and one half (37 ½) working hours.

10.02 Scheduling Provisions

- a) Work Schedules are prepared based on the operational needs of the Employer and will be posted a minimum of two (2) weeks in advance.
- b) Employees who report for any scheduled shift will be guaranteed at least three (3) hours of work or if no work is available will be paid at least three (3) hours.

For additional working shifts, employees who are offered and agree to work a shift change will do so at the regular rate of pay.

- c) It is agreed that no full-time employee will be pre-scheduled to work more than five (5) consecutive days. If however, it is obligatory for the employee to work more than five (5) consecutive days he will be remunerated at the rate of time and one-half (1 ½) at his normal rate for the hours worked in excess of five (5) days, unless the employee requests to work more than five (5) consecutive days.

10.03 Standby

- a) When the Employer requires an employee to be readily available on standby during off duty hours an employee shall be compensated at the rate of one-half (1/2) hour for each four (4) hour period or portion thereof for which the employee has been designated as being on standby duty.
- b) An employee on standby who is called in to work by the Employer and who reports for work shall be compensated in accordance with those clauses 10.02 b) and c).
- c) An employee required to be on standby shall be available during his period of standby at a known telecommunications number and be readily available to return for duty as quickly as possible if called.
- d) No standby duty payment shall be granted if any employee is unable to report for duty when required.

10.04 Rest Periods

- a) The employee is entitled to two (2) paid rest periods of fifteen (15) minutes one in each half of their shift, and one meal period of thirty (30) minutes.
- b) The employee who works less than five (5) consecutive hours is entitled to one (1) paid rest period of fifteen (15) minutes.

10.05 Change in Hours of Work

The Employer agrees to give the employees as much notice as possible in advance of any major changes in working shift hours.

10.06 Overtime Pay

- a) Full-time employees:

For regular schedule of seven and half (7.5) hours greater:

All work authorized and performed in excess of their regular schedule shift will be remunerated at the rate of time and one-half (1 1/2) for all hours work or forty (40) hours per pay week.

- b) Regular part-time and casual employees:

- i) For regular scheduled shift of seven and half (7.5) hours or greater:

All work authorized and performed in excess of their regular schedule shift will be remunerated at the rate of time and one-half (1 1/2) for all hours worked or eighty (80) hours per pay period.

- ii) For regular schedule shift of less than seven and one-half (7.5) hours:

All work authorized and performed in excess of their regular schedule shift that will make the shift greater than seven and one-half (7.5) hours, will be remunerated at the rate of time and one-half (1 1/2) for all hours work past the seven and one-half (7.5) hours work or eighty (80) hours per pay period.

Where an employee is required to work an additional overtime shift within a twenty-four (24) hour period, the employee will be compensated at the rate of double time his or her straight time hourly rate for all additional overtime hours worked.

Overtime opportunities shall be distributed as equally as possible among available staff.

10.07 Time in Lieu of Overtime Pay

An employee can take time off in lieu of overtime pay. Time off in lieu of overtime shall be scheduled at a mutually agreeable time based on operational needs. However, the employee's request will not be unreasonably denied. Such time off will be the equivalent of the overtime rate the employee has earned for working overtime. Banked overtime not taken within the fiscal or calendar year shall be carried over to the next fiscal or calendar year. This bank cannot exceed forty (40) hours.

10.08 Evening/Night Premium

Employees shall receive a premium of twenty-five (.25) cents for all hours work between 7pm and 7am.

When more than 60% of the hours worked ends after 7pm, the employee shall receive twenty-five (.25) cents premium from the start of the shift.

10.09 Weekend Premium

Employees shall receive a weekend shift premium of twenty-five (.25) cents for all hours work from Friday 9pm to Monday 7am.

ARTICLE 11 - VACATION

11.01 Length of Vacation

Full-time employees shall receive an annual vacation with pay in accordance with length of employment as follows:

<u>Length of Employment</u>	<u>Length of Vacation</u>
0 - 6 years	1.25 days per month or 15 days per year
More than 6 and less than 10 years	1.67 days per month or 20 days per year
Ten (10) years	1.67 days per month or 20 days per year

11.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation, the Employee shall be allowed an additional day's paid vacation.

11.03 Vacation Pay on Termination

An employee terminating their employment at any time in a vacation year, before the employee has had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Conversely, any employee who uses more than their earned vacation leave will have that leave deducted from the employee's last pay or separation payment, according to company policy.

11.04 Preference in Vacations

Conflicts in preferred vacation which are identified on the posted electronic schedule shall be resolved on the basis of seniority. No vacations will be approved during an employee's probation period.

11.05 Vacation Entitlement and Calculation of Payment for Regular Part-Time and Temporary Casual Employees

(The following clause is applicable to regular part-time and temporary casual employees only.)

Part-time and casual employees with less than five (5) years of service shall receive vacation pay at a rate of four percent (4%) of gross annual salary.

Part-time and casual employees with five (5) years or more of service shall receive vacation pay at a rate of six percent (6%) of gross annual salary.

11.06 Approved Leave of Absence During Vacation

With appropriate justification, where an employee qualifies for sick leave, bereavement, or any other approved paid leave during the employee's period of vacation, deductions shall be made from such sick leave, bereavement, or other approved paid leave credits, but there shall be no deduction from vacation leave for such absence. The period of vacation so displaced shall be reinstated for use at a later date, subject to mutual agreement.

11.07 Annual Vacation Leave

All vacations are for a full fiscal year. The vacation for a particular year may be scheduled during the period of April 1st of that year to the end of March of the following year; it being understood that vacation entitlement is determined in accordance with the employee's anniversary of the date of hire in the year for which the vacation is given.

ARTICLE 12 – HOLIDAYS

12.01 Paid Holidays

The Employer recognises the following as paid holidays:

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

When any of the above-mentioned holidays falls on a Saturday and/or Sunday is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for employees whose normal work week is Monday to Friday. For other employees the holiday shall be observed on the day on which it falls.

12.02 Pay for Work on Paid Holiday

Employees who are required to work on a paid holiday shall be paid at the rate of time and one-half (1½) for actual hours worked, plus one day off with pay at a time mutually agreeable between the employee and the Employer.

12.03 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above-noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

For full-time employees, seniority is defined as the length of service in the bargaining unit from date of hire. For all other employees, seniority shall be calculated on the basis of hours paid, excluding overtime, with two thousand and eighty (2080) hours paid representing one (1) year of service. Seniority shall operate on a bargaining unit wide basis. For employees on record on the date which the Union became certified, seniority shall be calculated to include service prior to certification.

13.02 Seniority List

The Employer shall maintain a seniority list showing date of hire and years of service. An up to date seniority list shall be made available to the Union upon request.

13.03 Loss of Seniority

The employee fails to return to work within seven (7) calendar days following a layoff and after being notified to do so by registered mail or recall procedure in 15.04, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address;

13.04 Transfers and Seniority Outside of the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's consent.

If an employee transfers to a permanent position outside of the bargaining unit, the employee shall lose all seniority.

If an employee is temporarily transferred to a position outside of the bargaining unit for a period of more than one (1) year the employee shall lose all seniority. However, upon return to the bargaining unit at the end of the temporary period, any seniority held at the beginning of the temporary period shall be reinstated.

For the purpose of clarity, *service* is not lost and continues to accumulate with respect to the above.

ARTICLE 14 - PROMOTION AND STAFF CHANGES

14.01 Job Postings

When a new position is created or when a vacancy of a temporary or permanent nature occurs in the bargaining unit, the Employer shall notify the Union in writing and send notice at least one (1) week in advance of the closing date, via e-mail, to all employees with e-mail and provide a hard copy to any employee without e-mail, so that all members will have the opportunity to know about the vacancy or new position.

In making promotions and filling vacancies, the Employer's decision will be based on seniority provided the candidate can fulfil the normal requirements of the job.

14.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift where applicable, hours of work, location, wage or salary rate or range.

14.03 Outside Advertising

The Employer reserves the right to advertise new or vacant positions as deemed necessary. All internal applicants for new or vacant positions will be given first consideration. The Employer is not required to interview employees who have not completed their probation period. No outside applicants shall be interviewed unless there are no qualified internal applicants.

14.04 Promotions Requiring Higher Qualifications

Internal applicants who are actively pursuing higher qualifications as determined by the Employer, may be considered for promotion to a new or vacant position. Appointment will be on a trial basis during which time the employee must achieve the required qualifications.

14.05 Extensions

In order to provide job security for employees who are temporarily absent and whose positions are temporarily filled during such absence, the Employer may fill such vacancies either for a fixed period or for an undefined period which ends at the end of the temporary absence.

Employees replacing employees who are temporarily absent shall be terminated with written notice of not less than two weeks in advance of the conclusion of the temporary absence. Regular employees who are temporarily replacing employees who are temporarily absent shall be returned to his/her previous position at the end of the temporary absence.

14.06 Trial Period

Following a posting, the successful applicant shall be allowed a trial period of up to three (3) months during which the Employer will determine if the employee can satisfactorily perform the job. Conditional on satisfactory service, the employee shall be declared permanent after successful completion of the trial period. Within this period, the employee may be returned to her former position or status by the Employer if she proves unsatisfactory, or may voluntarily return to the position she formerly occupied, without loss of seniority and at the wage rate of her former position. Any other employee promoted or transferred as a result of the trial period appointment shall also be returned to her former position without loss of seniority and at the wage rate of her former position without loss of seniority and at the wage rate of her former position. The trial period may be extended by mutual agreement between the parties.

14.07 Probation for Newly Hired Employees

Newly hired employees shall be on a probationary basis for a period of six (6) continuous months of service from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period, without recourse to the Grievance Procedure, provided that such termination is not discriminatory, arbitrary or in bad faith.

After completion of the probationary period, seniority shall be effective from the original date of employment. The probationary period may be extended by mutual agreement between the Employer and the Union. The probationary period for all employees other than part-time and full-time employees shall be 1040 paid hours.

14.08 Union Notification

The Employer shall notify the Union in writing, within two weeks, of changes in employment status of employee holding jobs within the bargaining unit. The changes requiring notification are: appointments, hiring's, lay-offs, demotions, transfers, recalls, retirements, resignations, terminations and leaves of absence. The Employer shall post the names of successful applicants to vacant positions, and will review the basis of disqualification with unsuccessful applicants if they so request.

ARTICLE 15 - LAY-OFFS AND RECALLS

15.01 Definition of Lay-off

Any reduction in hours or the elimination of a position shall be considered a lay-off.

15.02 Advance Notice of Lay-off

The Employer shall notify employees two (2) weeks in advance who are to be laid off.

Procedure for Lay-Off

In the event of a lay-off, the Employer shall lay-off the employee with the least seniority in a classification, provided that the remaining employees are qualified to do the remaining work.

15.03 Recall Procedure

Prior to applying the posting requirements in Article 14, employees shall be recalled for jobs in order of seniority provided that they are qualified for the job for which they are recalled.

Notification of recall shall be done by phone call and registered mail to the laid off employee's last known phone number and address. It shall be the responsibility of each laid off person on a recall list to advise the employment office of any change in phone number and address.

An employee on the recall list shall be notified of all temporary vacancies and shall be eligible for any temporary vacancies for which she is qualified. Neither the acceptance nor the declining of one or more temporary positions shall affect the employee's recall rights.

15.04 Recruitment During Lay-off

No new employees will be hired until those laid off who are qualified to perform the duties of the position have been recalled.

15.05 Grievance on Lay-off

Grievances concerning lay-offs shall be initiated at Step I of the Grievance Procedure.

15.06 Employees Options Upon Notice of Lay-off

An employee in receipt of notice of lay-off shall be entitled to the following options:

- 1) accept the lay-off and be placed on the recall list;
- 2) retire
- 3) displace any other bargaining unit employee, within a classification, provided he/she has greater seniority than the employee being displaced and also provided he/she is qualified for the job of the employee being displaced;
- 4) The employee must notify the Director of their intent to exercise their bumping privilege with ten (10) days of the lay-off notice.

15.07 Displaced Employees

An employee who is to be displaced by another more senior employee in accordance with Article 15.07 shall be entitled to receive notice of lay-off in accordance with Article 15.02.

15.08 Redeployment

A Redeployment Committee will be convened as soon as possible after the notice referred to in Article 15.02 and will meet thereafter as frequently as is necessary.

(i) Committee Mandate

The mandate of the Redeployment Committee is to:

- 1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Agency which could be performed by bargaining unit employee who are or would otherwise be laid off;
- 2) Identify vacant positions at Newgate 180 Addiction Solutions or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either;
 - (a) within the bargaining unit; or
 - (b) not covered by a Collective Agreement.

15.09 Disclosure

The Employer shall provide the Redeployment Committee all pertinent staffing and financial information. The Union agrees to treat such information with appropriate confidentiality.

ARTICLE 16 – SICK LEAVE PROVISIONS

16.01 Sick Leave Defined

Sick leave means the amount of time a regular full-time employee is absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

16.02 Annual Paid Sick Leave

A regular full-time employee shall earn sick leave credits at the rate of one and one quarter (1 1/4) days for each calendar month for which he receives pay for at least ten (10) days, cumulative to forty (40) days. Accumulated but unused sick leave credits cannot be cashed out and are not payable upon termination of employment

16.03 Sick Leave Record

Employees shall have access to their sick leave records.

16.04 Duty to Accommodate

The Employer has a duty to accommodate an employee who is disabled pursuant to the Human Rights Code.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay when required to leave their workplace temporarily in connection with the grievance or arbitration procedures.

17.02 Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority shall be granted, upon request by the Employer, to a maximum of two (2) employees away at any one time elected or appointed to represent the Union. Leave of absence without pay shall be granted to employees to attend Executive and Committee meetings of

CUPE, its affiliated or chartered bodies. For administrative purposes, the Employer may continue to pay the employee's salary and benefits, and the Union shall then compensate the Employer for the salary and benefits paid during the period of leave.

17.03 Paid Bereavement Leave

- (a) An employee shall be granted a minimum of five (5) calendar days off without loss of pay in the event of death of an employee's parent, spouse (including common-law spouse and same sex spouse) or child (including step-child or foster child), sibling or fiancé(e), or anyone permanently residing in the employee's household.
- (b) An employee shall be granted a minimum of three (3) working days off with pay in the event of the death of an employee's grandparent, grandchild, former guardians, father-in-law, mother-in-law, sister-in-law or brother-in-law.

When requested, additional leave may be granted, at the discretion of the Executive Director, based on the individual circumstances given reasonable compassion.

17.04 Seniority Status During Maternity/Parental Leave

An employee shall continue to accumulate seniority and service during maternity/parental leave.

17.05 Maternity Leave

Pregnancy leave will be granted in accordance with the Employment Standards Act 2000 of Ontario, as amended from time to time.

Such leave shall be granted on written request which notifies the Employer at least two (2) weeks in advance of the date the leave shall start, and stating the probable date of delivery, the length of leave requested.

17.06 Administration of Benefits During Maternity/Parental Leave

During the period of maternity/parental leave, the Employer shall pay the full premium cost of the hospital, medical, pension and group life insurance and other fringe benefits of this Agreement, provided the employee undertakes to reimburse the Employer for the employee portion.

17.07 Procedure Upon Return from Maternity/Parental Leave

On return from leave, the employee shall be placed in their former position or in an equivalent position if their original position no longer exists.

17.08 Parental Leave

Parental leave will be granted in accordance with the Employment Standards Act 2000 of Ontario as amended from time to time.

On written request for parental leave, the employee shall be granted up to thirty-five (35) weeks without pay. The written request must include the length of leave requested.

17.09 Paid a Supplemental Unemployment Benefit

An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits of the Employment Insurance Act, 2000, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of twenty (20) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

17.10 Time Off for Elections

Employees shall be allowed the number of hours required by legislation to attend the polls in any federal, provincial or municipal election or referendum without deduction from normal daily pay.

17.11 Court Witness Duty Leave

Time spent by an employee, as a witness in any court of law in any matter arising out of the employee's employment shall be considered as time worked and paid at the appropriate rate.

17.12 Leave for Court Appearance

In the event an employee is accused of an offence which requires a Court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay. In the event that the accused employee is jailed awaiting a Court appearance, the employee shall be given an automatic leave of absence without loss of seniority, but without pay.

17.13 General Leave

The Employer may grant a leave of absence, with or without pay, to an employee who requests such leave in writing. The Employer shall give an answer, in writing, to the employee within five (5) working days of the request. Where the request for leave is for a period greater than ten (10) working days, such request shall be made wherever possible one month in advance and the Employer shall have two (2) weeks to respond. Such requests shall not be unreasonably denied.

17.14 Educational Advancement

- (a) Where an employee requests an educational leave, the Employer may grant leave without pay, but without loss of seniority, in order to take a course and/or write exams.
- (b) Where an employee is required by the Employer to attend training including language or accreditation training, training time spent by the employee shall be considered as time worked and the Employer shall be responsible for all related costs. Books and other materials paid for by the Employer are the property of the Employer.

17.15 Professional Development

The Employer agrees that staff may utilise up to ten (10) working days per year, to participate in professional development activities as approved by the Employer.

ARTICLE 18 - PAYMENT OF WAGES AND EXPENSES

18.01 Pay Days

The Employer shall pay salaries and wages every second Friday up to the amount payable as of the previous Wednesday in accordance with Appendix "A" attached hereto and forming part of this Agreement. Each pay period, every employee shall be provided with an itemised statement of the employee's wages, overtime and other supplementary pay and deductions.

18.02 Equal Pay for Equal Work

Employees shall receive equal pay for work of equal value, regardless of sex.

18.03 Legal Fees

The Employer shall pay all legal costs arising out of the defence of an employee charged in any Court as a result of performing their duties for the Employer.

18.04 Pay for the Month of Death

In the event of the death of an employee, pay for the full month in which an employee dies shall be provided to the employees' estate if the employee has been employed for a continuous period of one calendar year or more. These benefits are prorated for part-time employees.

ARTICLE 19 – JOB CLASSIFICATION

19.01 Job Classification

- a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within

fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved, following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded, as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

b) Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this Collective Agreement is created, a copy shall be forwarded to the Union at the time that Newgate 180 Addiction Solutions notifies the local Union of the rate of pay pursuant to Article 19.01(a) above. Such job descriptions shall be appended to the collective agreement in Appendix "A".

ARTICLE 20

20.01 Change of Carrier

The Employer may change the carrier for any or all of the benefits described in this Article from time to time, or amend the Plan at its discretion.

Such change or amendment, however, shall not result in reduced entitlement or reduction in any benefit.

ARTICLE 21 – JOB SECURITY

21.01 Contracting Out

The Employer agrees not to contract out any work if such contracting out results in the layoff of any bargaining unit employee.

ARTICLE 22 – GENERAL CONDITIONS

22.01 Tools and Equipment

The Employer shall determine and provide all tools and equipment required by employees in the performance of their duties.

ARTICLE 23 – COPIES OF AGREEMENT

23.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee's rights and obligations under it. For this reason, sufficient copies of the Agreement will be printed by the union within thirty (30) days of signing and distributed to the bargaining unit.

ARTICLE 24 – MODIFICATION, TERM and RENEWAL OF AGREEMENT



24.01 Unless otherwise expressly stipulated, the terms and conditions of this Agreement shall become effective on the date of signing and shall remain in force and effect from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.



24.02 Either party desiring to propose changes or amendments to this Agreement shall, no earlier than ninety (90) days prior to the expiry date, give notice in writing to the other party. Such notice shall contain the proposed changes or amendments desired. A meeting of the parties will be convened within twenty (20) working days of the date on which the notice was served to commence bargaining or at a date mutually agreed upon by the parties.

**COLLECTIVE AGREEMENT BETWEEN NEWGATE 180 ADDICTION SOLUTIONS AND CUPE 4266-10
DECEMBER 1ST, 2021 TO NOVEMBER 30TH, 2024**

- 24.03 This Agreement may be amended by mutual consent of the parties.
- 24.04 The Agreement shall be binding and remain in effect from December 1, 2021 to November 30, 2024.
- 24.05 The rates of pay specified in Appendix "A" shall apply as and from the date therein specified.

Signed this 13th day of MAY, 2022.

NEWGATE 180 ADDICTION SOLUTIONS

B. Z. 

EMPLOYEES AND ITS LOCAL 4266-10

S. 

APPENDIX A – WAGE INCREASE

The counsellor’s I-II shall be moved to a wage step that is equal to but not less than the current wage. All wage Retroactivity to December 1, 2021.

Current Salary Grid - Effective Dec. 2020					
Cook	16.27	16.79	17.31	17.83	18.35
Assistant Cook	15.20	15.45	15.70	15.95	16.47
Silent Hours Staff	15.20	15.45	15.70	15.95	16.47
Counsellor I - Uncertified	15.20	15.95	17.31	18.87	20.43
Counsellor II - Certified	21.47	23.03	24.59	26.15	27.71
Salary Increase of .50 or Counsellor Restructure Effective Dec 1, 2021					
Cook	16.77	17.29	17.81	18.33	18.85
Assistant Cook	15.70	15.95	16.20	16.45	16.97
Silent Hours Staff	15.70	15.95	16.20	16.45	16.97
Counsellor I - Uncertified	18.86	20.42	21.60	23.10	24.60
Counsellor II - Certified	26.14	27.70	29.01	30.51	32.01
Salary Increase of .50 for all groups and levels Effective Dec 1. 2022					
Cook	17.27	17.79	18.31	18.83	19.35
Assistant Cook	16.20	16.45	16.70	16.95	17.47
Silent Hours Staff	16.20	16.45	16.70	16.95	17.47
Counsellor I - Uncertified	19.36	20.92	22.10	23.60	25.10
Counsellor II - Certified	26.64	28.20	29.51	31.01	32.51
Salary Increase of .30 for all groups and levels Effective Dec 1. 2023					
Cook	17.57	18.09	18.61	19.13	19.65
Assistant Cook	16.50	16.75	17.00	17.25	17.77
Silent Hours Staff	16.50	16.75	17.00	17.25	17.77
Counsellor I - Uncertified	19.66	21.22	22.40	23.90	25.40
Counsellor II - Certified	26.94	28.50	29.81	31.31	32.81

Progression to next step will be done at 2080 regular hours of accumulated hours worked
Regular Part Time employees

Progression to next step will be done at 12-month intervals Regular full-time employees.