

COLLECTIVE AGREEMENT

BETWEEN

**PARKDALE QUEEN WEST COMMUNITY HEALTH
CENTRE**

AND

**UNITED FOOD & COMMERCIAL WORKERS
CANADA, LOCAL 175**

Health, Office and Professional Employees Division

TERM

April 1, 2022 – March 31, 2026

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COLLECTIVE AGREEMENT

BETWEEN: PARKDALE QUEEN WEST COMMUNITY HEALTH CENTRE
(hereinafter called "the Employer")

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175
(hereinafter called the "Union")

PREAMBLE

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and establish and maintain satisfactory conditions of employment in accordance with the provisions of this Agreement.

It is recognized that Employees wish to work together with the Employer to secure the best possible care and service for participants.

To promote the morale, well-being, and security of all persons in the employee of the Employer.

All references to the singular include the plural, and vice versa, whenever the context so requires.

ARTICLE 1 – RECOGNITION

- 1.01 The Employer recognizes the United Food and Commercial Workers Union Canada, Local 175, as the sole and exclusive bargaining agent of all employees of Parkdale Queen West Community Health Centre in the City of Toronto, save and except Nurse Practitioners, Nurses, Directors, those above the rank of Director, Managers, Supervisors, Physicians, Clinical Team Leaders, Dentists, Psychiatrists, Peer Workers, Administrative Coordinators, Short-Term Contract Workers, Financial Assistants, Property and Purchasing Coordinators, Administrative Secretary, Data Management Coordinator, Human Resources and Information Management/Information Technology staff, Students and Learners, and Ontario Works.
- 1.02 (a) 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. Anyone who is employed for less than fourteen (14) hours weekly except for Relief workers (including while on contract that is less than three (3) months), is not covered by this Agreement.

- (b) The term “Union” as used in this Agreement, unless clearly specified otherwise, shall mean Local 175 of UFCW (United Food and Commercial Workers Union Canada, Local 175) and “Union Representative” will be a staff person (field representative) of UFCW.
- (c) The term “Employer” shall mean Parkdale Queen West Community Health Centre.
- (d) The term “Bargaining Unit” shall mean those Employees eligible to join the Union pursuant to the Union Recognition Article (Article 1).
- (e) Contract Staff
Contract staff (with a term of more than three (3) months up to and including one (1) year) shall be covered by all articles of the Agreement except the following:
 - (i) Layoff and Recall (but may be subject to bumping after all other options have been exhausted);
 - (ii) Healthcare of Ontario Pension Plan;
 - (iii) Unpaid leaves of absence (Articles 10.02, 10.07);
 - (iv) Health and welfare benefits.

All eligible benefits for contract staff will be prorated according to their FTE.

Contract staff shall not be used to displace, replace and/or cause the layoff or reduction in hours of regular bargaining unit employees.

If any contract staff has been hired for more than twelve (12) months, they will receive benefits after twelve (12) months worked continuously and the three (3) month waiting period will not apply, and will be covered under all Articles of the Collective Agreement.

If contract staff are hired for a period that exceeds twelve (12) months, they are deemed to be permanent staff and are entitled to Pension Plan and Health and Welfare benefits after three (3) months of continuous service. In the event that a contract staff's term of employment is renewed to exceed one (1) year, and they have already completed three (3) months of continuous service, they will be deemed to be permanent staff and entitled to benefits immediately (3 month waiting period will not apply), and will be covered by all Articles of the Collective Agreement.

Where a contract employee is replacing a bargaining unit member on a pregnancy and parental leave, the time lines expressed in this Article shall be extended from twelve (12) months to eighteen (18) months.

Employee with contracts of three (3) months or less will be excluded from the bargaining unit.

(f) Relief Employee

A Relief employee is an employee who does not have a regular schedule and who covers other employees who are absent on a short term basis (from one shift to a maximum of three (3) months). These employees have an ongoing employment relationship with the Employer. Relief employees may also be offered shifts on an ad hoc basis to provide support or assistance as required.

Relief employees have no ongoing regular schedules although in cases where the needs are known in advance they can be scheduled. Relief have the right to refuse shifts that are offered, it being understood however that they cannot consistently and unreasonably refuse shifts. Once accepted however the employee is obligated to work the accepted shift or shifts.

Relief employees are subject to the terms of the collective agreement with the exception of:

- Health and Welfare Benefits and Sick Leave
- RSP/Pension
- Personal Leaves of Absence
- Layoff and recall
- Professional Development

Vacation is paid at four percent (4%) on each pay cheque.

Holiday pay is in accordance with the Employment Standards Act.

Relief employees will not be used to replace or displace bargaining members, or prevent the hiring of Regular Full Time or Part Time staff.

1.03 The Employer shall not enter into agreement or contract with those employees whom the Union has bargaining rights, either individually or collectively without the involvement of the Union.

The Employer agrees not to contract out any bargaining unit work regularly performed by members of the bargaining unit if it directly results in the layoff of employees in the bargaining unit, a reduction of regularly scheduled hours

of work in the bargaining unit or prevents the hiring of regular full time, part time, relief or contract employees.

- 1.04 All references to spouses in this Agreement shall include common-law and same sex partners.
- 1.05 Persons employed by the Employer who are not covered by this Agreement, including Supervisors, shall not perform work which has been performed exclusively by bargaining unit employees, if such performance results in a reduction in the hours or salary of bargaining unit employees employed by the Employer, except in emergencies.
- 1.06 The Employer agrees that the use of contract employees and/or relief staff shall not result in the loss of hours, position(s) or salary of bargaining unit member(s). In addition, the use of contract employees and/or relief staff shall not prevent the hiring of bargaining unit member(s).
- 1.07 The use of volunteers shall not result in a reduction and/or loss of bargaining unit work unless the Union is in agreement.

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 Union Canada, Local 175 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 (15th) of the month following the month on which such deduction is made.
 - (b) A remittance statement shall be documented by location containing a dues and initiation report which will be provided in the form of e-mail (remit@ufcw175.com) as well as a hard copy of the dues report being attached to the remittance cheque. The information provided shall be on a standard spreadsheet in Excel, Quattro Pro, Lotus or other software program acceptable and adaptable to the Union. The spread sheet will be in a format provided by the Union and the Employer will provide the following current information as known to the Employer:

1. S.I.N.
2. Employee number if applicable
3. Full name (last/first/initials)
4. Full address, including city and postal code
5. Telephone number (including area code)
6. Date of hire
7. Rate of pay
8. Classification
9. Full-time or part-time designation
10. Union dues deducted (or the reason a deduction was not made). If dues are deducted weekly, report required five (5) columns for reporting.
11. Total dues deducted
12. Back dues owing
13. Vacation pay breakdown of dues owing
14. Initiation fees deducted
15. Total initiation fees deducted
16. Personal email address where known.

- (c) Dues deduction will commence on the first day of employment.
- (d) The Employer will provide the Union in July of each year with a listing of all employees' names, classifications, current addresses and telephones. Employees shall provide the Employer with any changes thereto as soon as possible.
- (e) The Employer agrees to record the annual regular union dues for each bargaining unit member on their T4 form.

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 bargaining unit members.

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 Union Security.

2.06 The Employer agrees to acquaint new employees with the fact that there is a Collective Agreement in effect and the Employer will provide them with a copy of the Agreement.

During the orientation period of new employees, the Employer agrees to schedule one (1) hour of paid time off work for the new employee(s) to meet

with the Union Steward (who shall also receive one (1) hour of paid time off from work). The Employer shall give the Union one (1) month notice of the meeting time. During this meeting the Union Steward will familiarize the new employee(s) with their various entitlements and obligations under the collective agreement and with respect to the Union.

ARTICLE 3 – UNION STEWARDS AND COMMITTEES

- 3.01 No individual bargaining unit member or group of bargaining unit members shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. No individual supervisor, manager, Director, 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 (a) The Union shall appoint from the employees who have completed their probationary period nine (9) Stewards, four (4) of whom shall be selected by the Union to be representatives to regularly sit on the Labour Management Committee. The Parties further agree that, notwithstanding Article 10.04 (a), the Employer shall provide four (4) paid days every other calendar year for Steward training by the Union. It is understood that these days are included in the sixteen (16) days referenced in Article 10.04 (a).
- (b) The Union shall notify the Employer in writing of the names of the Stewards and, where applicable, each Committee member, before the Employer shall be required to recognize any employee or (with respect to Committees) other bargaining unit members so selected. The Union shall immediately inform in writing the Employer of any change of the Stewards or Committee members.
- (c) The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer. The Steward shall with the consent of their supervisor be permitted to leave their regular duties up to three (3) times per week up to a maximum of one (1) hour total without loss of pay, to function as a Steward as provided in this Collective Agreement for the prompt handling of necessary Union business with the Employer. Such consent from the supervisor shall not be unreasonably withheld. When returning to regular duties the Steward will first report back to their supervisor. This time may be extended upon mutual agreement.

3.03 (a) Significant Changes to Service Delivery

In keeping with the Centre's mission and mandate as a Community Health Centre, the parties agree that any significant changes to service delivery would be executed only after a thorough discussion by the Labour Management Committee.

- (b) The parties agree on the importance of keeping the lines of communication open between the employees and the Employer. Both parties shall name four (4) persons to the Labour Management Committee. The Union shall name four (4) bargaining unit members and the Employer shall name four (4) persons to represent itself. A meeting of this committee shall take place every two (2) months or as deemed necessary by the Union and the Employer upon five (5) days' notice. Chairing of the meetings and recording of the minutes shall alternate between the Union and the Employer. Minutes of meetings shall be posted on the Union notice board. Both parties shall prepare an agenda prior to attending the meeting and where possible the agenda shall be circulated to all members of the committee. The purpose of this committee shall be to resolve ongoing or daily issues but it is in no way to be a replacement to the grievance procedure. The intent of the Labour Management Committee is to provide a forum for meaningful consultation between the Employer and bargaining unit representatives where information can be exchanged and views and advice on workplace issues obtained. The process should include sharing of information, listening to each other's opinions, and recommendations prior to decisions being taken. This allows each party to understand the full implications of decisions and actions of their legitimate interests. Time spent by the four (4) bargaining unit members attending the Labour Management Committee meetings shall be considered work time.

- 3.04 The Union Representative assigned to the bargaining unit has the right to visit the site(s) covered by this Collective Agreement for the purpose of servicing the members of the bargaining unit. The Union Representative shall first obtain permission from the Employer prior to such visit(s). Permission shall not be unreasonably withheld. Staff wishing to meet with the Union Representative must inform their Supervising Director one (1) working day in advance to ensure continuity of work and adequate coverage.

- 3.05 Bargaining unit members and representatives shall have access to the Employer's facilities to conduct Union related matters including meetings. Requests must be made to the Executive Director or designate at least five (5) working days prior to the event. Such requests will not be unreasonably denied.

- 3.06 At the time formal discipline is imposed, a bargaining unit member will be informed by the Employer, they have the right to attend the meeting with the Steward. Management will make every effort to inform the Steward of the purpose of the meeting.

If the bargaining unit member cannot arrange for the Steward or Union Representation to attend such scheduled discipline meeting, the meeting will be delayed for up to one (1) full working day to allow the member to have this described union representation at the meeting. After one (1) full working day, the member must attend the discipline meeting with or without this union representation.

- 3.07 The Negotiating Committee shall consist of a Union Representative of the Union and not more than five (5) bargaining unit employees appointed or elected by the Union. Employees appointed by the Union to the Negotiating Committee, who are required to be in attendance at negotiating sessions, shall be paid their regular hourly rate for time spent up to their normal working hours and on normal work days, for each day spent at negotiations.

Meeting Rooms (re: Negotiations)

The parties shall equally share the cost of meeting rooms for all negotiations, including conciliation and mediation.

- 3.08 An employee who is invited by the Board or the Employer to participate in discussions at a meeting of the Board of Directors will be paid for such attendance.

The Employer agrees to having one (1) UFCW staff representative attend Board of Directors meetings. The Union is responsible for selecting these representatives and ensuring representatives are available for the Board meetings.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 It is recognized and agreed by both parties that the Employer is an organization dependent on public and private funding. Except where specifically abridged by the terms of this Agreement and subject to the rights of Employees and the Union to the Grievance Procedure, the Union acknowledges and recognizes that it is the exclusive right and function of the Employer to manage, direct, and communicate its operations and affairs in all respects, and without limiting or restricting this right and function:

- (a) to maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by Employees.
- (b) to classify and determine the content of each job for the most productive service, employ new personnel, select for new or vacant positions, transfer, suspend or otherwise discipline or dismiss for just cause;
- (c) to determine the kinds and hours of service, to be performed; the location of administrative functions and services, and the allocation of personnel and resources;
- (d) to continue its present practice of using volunteers and students in the delivery of direct service.

4.02 The Employer recognizes the rights described in this Article shall not be exercised in a manner inconsistent with all provisions of this Agreement.

ARTICLE 5 – NO DISCRIMINATION

5.01 The Employer and the Union agree that there shall be no discrimination, intimidation, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union, activity or lack of activity in the Union, or because of any Employee exercising or not exercising their rights under the Ontario Labour Relations Act.

5.02 The Employer, the Union, and the employees shall not discriminate against, intimidate, interfere with, restrain or coerce an Employee by reason of sex, age, marital status, family status, sexual orientation, number of dependents, race, place of origin, colour, ethnic origin, citizenship, creed, religion, gender identity, gender expression, physical or mental disability or record of offences contrary to the Human Rights Code, up to the point of undue hardship, subject to the grievance procedure.

5.03 **Employees with Disabilities**

An employee unable through injury, illness or disability to perform their normal duties shall be offered reasonable accommodation appropriate to their abilities and will return to their pre-disability job. Should they not be able to perform their usual work even with accommodation, they will be offered alternative suitable employment where possible (with or without accommodation, as needed). The Employer shall meet with the Union and the employee before determining accommodation.

5.04 Harassment

- (a) The Employer, Union and employees recognize that every employee has a right to freedom from harassment in the workplace pursuant to the Human Rights Code because of sex, sexual orientation, gender identification or gender expression by the Employer, by the Union or by another employee.

For the purposes of this clause “sexual harassment” includes but is not limited to:

- (i) vexatious comments or conduct, or a course of such conduct, unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought to know that such attention/conduct is unwanted.
- (ii) an implied or expressed promise or reward for complying with a sexually oriented request.
- (iii) an implied or expressed threat of reprisal, in the form of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request.
- (iv) sexually oriented remarks and/or behavior which may reasonably be perceived to create a poisoned work environment.

- (b) For the purpose of this clause “racial harassment” includes but is not limited to:

- (i) engaging in a course of comment or conduct that is known or ought to be known to be unwelcomed where such comment or conduct consists of words or actions by the Employer, a supervisor or a co-worker which disrespects or causes humiliation to an employee because of their race, creed, ancestry, place of origin, or ethnicity.
- (ii) racially oriented remarks and/or behavior which may or may not be directed at a specific person or groups of people and which may reasonably be perceived to create a poisoned work environment.

5.05 Grievances involving harassment shall be treated in strict confidence by the Union and the Employer. Nothing herein interferes with the right of the parties to investigate, review findings with representatives of the parties, and generally prepare for and participate in an arbitration or other legal proceeding.

- 5.06 The Anti-Discrimination Committee shall include a minimum of four (4) bargaining unit members.

ARTICLE 6 – STRIKES AND LOCKOUTS

- 6.01 In accordance with the Ontario Labour Relations Act, the Union and Employer agree that so long as this Collective Agreement continues to operate there shall be no strikes and lockouts or any other interference with, or interruption of the normal conditions of the Employer's business by the Union or its members. The definitions of the terms "strike" and "lockout" as used above shall be in accordance with the Ontario Labour Relations Act.
- 6.02 At the end of a strike or lockout employees shall return to work on the basis of their seniority, provided the employees returning to work have the skills and qualifications to do the work required and, in a manner, consistent with the schedule. Employees recalled to work shall be paid the rate of the job to which they are recalled.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 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.
- 7.02 It is the mutual desire of the parties hereto that complaints of bargaining unit members shall be adjusted as quickly as possible and it is understood that a bargaining unit member has no grievance until they have first given their immediate supervisor the opportunity of discussing with the employee and of adjusting their complaint. If a bargaining unit member has a complaint, such complaint shall be discussed with their immediate supervisor within ten (10) calendar days after the circumstances giving rise to the complaint have originated or occurred. The bargaining unit member may arrange for and have the right to have the Steward or Alternate Steward present as such discussion of their complaint.

If the immediate supervisor is unable to adjust the complaint to the mutual satisfaction within ten (10) calendar days, and the bargaining unit member still wishes to proceed with a grievance, the bargaining unit member must proceed with and submit to their immediate supervisor the grievance within ten (10) calendar days following the decision of the immediate supervisor.

- 7.03 A grievance of a bargaining unit member properly arising under this Agreement shall be adjusted and settled as follows:

Step 1

The bargaining unit member, with the assistance of the Steward or Alternate Steward, if desired, must submit a written grievance, signed and dated by the bargaining unit member to their immediate supervisor. The 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. The bargaining unit member's immediate supervisor will deliver their decision within ten (10) calendar days following the day on which the written grievance is presented to them. Failing settlement, then:

Step 2

Within ten (10) calendar days following the decision in Step 1, the Union must submit the written grievance to the Executive Director, or designate, unless extended by mutual agreement of the parties, in writing, and a meeting shall be held between the Employer, a Union Representative, the Grievor and the Steward or 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.

- 7.04 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.

7.05 Policy Grievance

A grievance of general application to all bargaining unit members 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.

7.06 Discharge Grievance

A grievance involving the discharge of a bargaining unit member must be reduced to writing and originated under Step 2 within seven (7) calendar days of a bargaining unit member being notified of their discharge. It is agreed that the stewards and the Union Representative will be notified immediately of the dismissal of any employee in the bargaining unit.

7.07 Group Grievance

A grievance which affects more than one (1) bargaining unit member and which is of an identical nature shall be treated as a group grievance and

processed as herein provided. The parties agree that in the event a group grievance is referred to arbitration, a maximum of two (2) bargaining unit members and a steward shall be present on the first day of hearing. It is understood additional grievors may be required to be present at subsequent day(s) of hearing as witnesses.

- 7.08 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 bargaining unit member(s) involved.
- 7.09 It is agreed that the time limits in this Article 7 and Article 8 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.
- 7.10 The parties agree that probationary employees may be disciplined and/or discharged for a lesser standard than just cause. However, the Employer agrees not to discipline and/or discharge a probationary employee in an arbitrary, discriminatory or bad faith manner.

ARTICLE 8 – ARBITRATION

- 8.01 Where a grievance arises out of a difference between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where a grievance alleges that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party, in writing, of its desire to submit the grievance to arbitration. Such notice shall be given within twenty (20) calendar days of the receipt of the decision provided for in Step 2 of the grievance procedure.
- 8.02 The parties shall, within ten (10) calendar days of such notice, meet to agree on the appointment of a sole Arbitrator. By mutual agreement the parties may agree to the appointment of an Arbitration Board. If the parties fail to agree on the appointment, the appointment shall be made by the Ministry of Labour upon request of either party.
- 8.03 The Arbitrator or Arbitration Board shall hear and determine the grievance and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it. The Arbitrator or Arbitration Board shall not have the power to alter, modify or amend any part of this Agreement but shall have the power to modify penalties.

- 8.04 The fees and expenses of the Chairperson or the Single Arbitrator shall be shared equally by both parties. Where a Board has been appointed, each party shall pay the fees and expenses of the Arbitrator it appoints.
- 8.05 Employees whose attendance is required by the Arbitrator or the Arbitration Board at Arbitration hearings shall be granted leave from work and the time shall be considered time worked.
- 8.06 Any time limits mentioned in the grievance and arbitration procedures may be extended by mutual Agreement in writing.
- 8.07 No person shall be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 8.08 In view of the parties' history of amiable labour relations, the parties agree that neither party shall raise or proceed with a timeliness issue argument regarding "filing for arbitration" without first giving the other party prior written notice of its intent to do so.

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

ARTICLE 9 – HEALTH AND SAFETY

- 9.01 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, as amended from time to time.
- 9.02 The parties agree to a Health and Safety Committee composed of a minimum of two (2) bargaining unit members from each location.
- 9.03 The Health and Safety Committee shall receive copies of all lost time incident reports. The Health and Safety Committee shall investigate as soon as possible the nature and cause of the lost time incident.
- 9.04 Any employee who is injured during working hours and is required to leave for treatment of such injury, shall receive payment for the remainder of the shift at their regular rate of pay unless the attending physician states the employee is fit for further work on that shift.

- 9.05 In the event that there is a condition in the workplace which causes an employee to feel ill, all parties will seek to make reasonable efforts to establish accommodation that enables the employee to remain on the job, including working in an alternate site and/or assuming comparable or lesser duties, prior to the employee leaving work. In the event that no suitable accommodation can be found the employee will be excused from work and will not be required to use sick time. The Employer may request medical documentation, including completion of the Functional Abilities Form, outlining specific accommodation requirements of the employee, to aid in the determination of suitable accommodation. The Employer will cover the costs associated with the request for a Functional Abilities Form.
- 9.06 The Employer agrees to pay the cost of any medical note it requests of an employee who exercises their rights under Articles 9.04 and 9.05.
- 9.07 The Employer shall continue to have an adequate number of staff on duty to minimize the risk to personal safety of staff and clients.
- 9.08 Harm reduction street outreach as performed by Harm Reduction Workers will be performed by a team of two (2) Harm Reduction Workers at any given time. The term "Harm Reduction Street Outreach Worker" shall be defined here as inclusive of Peer Harm Reduction Street Outreach Workers. This article will not apply to the TRIP program.
- 9.09 Staff will be given the option of an additional staff person to accompany them on home visits.
- 9.10 The Employer further agrees they have a duty to accommodate and allow for equal benefits for transgender, transsexual and gender variant employees. This includes reasonable accommodation for employees who cannot perform the duties of their position or who are on leave of absence due to gender transition.

ARTICLE 10 – LEAVES OF ABSENCE

- 10.01 During an approved paid leave of absence there shall be accrual of seniority, and benefits shall be maintained. During an approved unpaid leave of absence, there shall be accrual of seniority for up to twelve (12) months and subject to the conditions of the insurance carrier benefits shall be maintained for the first thirty (30) days of such leave, after which time, the employee will have the opportunity to maintain benefits by paying the premium.
- 10.02 Personal Leaves
Unpaid personal leaves may be granted to employees to cover the following e.g.:

- (i) Religious holidays
- (ii) Bereavement of a relative or friend
- (iii) Personal crisis
- (iv) Professional/Educational pursuits
- (v) The Employer agrees to grant leave as covered under the Ontario Human Rights Code; including Employers have a duty to accommodate needs related to family status. In the context of family status, accommodation is usually associated with caregiving needs. Where workplace structures, policies, procedures or culture operate to exclude or disadvantage persons with caregiving responsibilities, Employers have a duty to consider whether they can make adjustments to reflect needs related to family status. This may involve, for example, providing flexible scheduling, permitting employees to take leaves of absence to care for family members who are ill or have a disability, or providing access to alternative work arrangements. Creating a flexible and inclusive workplace benefits all employees, and advantages Employers in hiring, retaining, and getting the best possible performance from employees.

After two (2) years of service, employees may request leave of absence for personal reasons without pay for a period up to six (6) months and without loss of seniority, granted at the discretion of the Employer. The Employer will not be unreasonable in its discretion. The Employer reserves the right to limit the number of employees on leave of absence at any one time. Employees must request the leave of absence at least four (4) weeks in advance.

After three (3) years of service, employees may request leave of absence for personal reasons up to twelve (12) months and without loss of seniority, granted at the discretion of the Employer. The Employer will not be unreasonable in its discretion. The Employer reserves the right to limit the number of employees on leave of absence in one site or department at any one time. Employees must request the leave of absence in writing to their Director at least six (6) weeks in advance. Employees must indicate the date of departure and the date of return in writing. In the event that there are operational concerns coinciding with the time that the leave is to be taken, the Employer and the Employee may agree to postpone the commencement of such leave. Employees on unpaid leave of absence shall have the option of making self-payments to maintain their health and welfare benefits provided the employee pays the full premium cost of the benefits in a manner agreed upon with the Employer subject to the conditions of the insurance carrier. This leave may not be taken more than once every three (3) calendar years. It is

the employee's responsibility to confirm their date of return at least six (6) weeks prior to the date stated in the letter of the leave. If the employee wishes to change their date of return, the employee is responsible to initiate negotiation with the Employer at least six (6) weeks in advance. This change of date must be confirmed in writing by the issue of a revised letter of leave. If the employee does not return on the date stated in the letter of leave (or in the letter of revised leave) the position will be considered vacant under Article 11.04 (e).

For clarity, unpaid leaves of absence in excess of thirty (30) days shall not contribute towards the three (3) years of service required for eligibility to leaves under this Article.

10.03 Pre-Paid Plan

The Employer agrees to introduce a pre-paid leave program, funded solely by the employees, subject to the following terms and conditions:

1. The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
2. The employee must make written application to the Executive Director or designate at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
3. The year for purposes of the program shall be September 1st of one year to August 31st the following year, or such other twelve (12) month period as may be mutually agreed upon.
4. Written applications will be reviewed by the Executive Director or designate. Applications for leaves requested will be given priority on the basis of seniority.
5. During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
6. The deferred salary shall be deposited in a bank account at a chartered bank. Funds in the account will earn interest at the rate established by the bank.
7. All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with

such other payment schedule as may be agreed upon between the Employer and the employee. Failing agreement, the payment shall be made as a lump sum payment.

8. All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained and will accumulate during the period of leave. For greater clarity an employee may participate in the health and welfare plans during the year of the leave, subject to the approval of the carrier, provided the employee pays the employee's contribution to the cost of the plans in advance. Notwithstanding any other provision of this agreement, sick leave or any other leave will not be available to the employee during the year of the leave and sick leave will not accrue during the year of the leave.
 9. Provided there is a reason satisfactory to the Employer, any employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Executive Director or designate. Deferred salary, plus accrued interest, if any, will be returned to the employee, within thirty (30) days. Any employees displaced by the premature withdrawal shall be displaced according to the terms of the collective agreement.
 10. If the employee terminates employment or is terminated by the Employer, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within thirty (30) days. In the case of the employee's death or incapacity, the funds will be paid to the employee's estate, beneficiary or an individual with power of attorney, as applicable.
 11. The Employer and the Union assume no responsibility for any consequences arising out of this Plan relative to effects on pension provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan, or any other liabilities incurred by an employee as a result of participation in this Plan. The participating employee will be required to enter into an agreement with the Employer to indemnify and save the Employer and Union harmless against all claims or demands or other forms of liability against the Employer, Union or representatives of either the Employer or Union that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.
- 10.04 (a) Leave of absence without pay and without loss of seniority shall be granted to all bargaining unit members who are elected or appointed to represent the Union at a conference, convention or other Union

business. The combined total of all such leaves without pay for employees shall not exceed sixteen (16) working days in a calendar year.

(b) Leave, UFCW Executive Board

Leave of absence without pay and without loss of seniority shall be granted to an employee who is elected to the Executive Board of the United Food and Commercial Workers upon request as they may require to fulfill the duties of the position. Reasonable notice sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. In the case of a leave of absence of five (5) or more work days the Union will provide at least three calendar weeks. Leave of absence under this provision shall be in addition to the Union leave provided in Article 10.04 (a).

10.05 Jury Duty/Crown Witness Leave

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party the employee shall not lose regular pay because of such attendance, provided that the employee:

- (i) notifies the Employer immediately on the employee's notification that they will be required to attend at court;
- (ii) presents proof of service requiring the employee's attendance; and
- (iii) deposits with the Employer the full amount of compensation received, excluding mileage, traveling and meal allowance, and an official receipt thereof.

For further clarity this clause does not apply to grievance arbitration, Labour Board proceedings, or any court proceeding in which the Union is a party.

10.06 Bereavement/ Compassionate Leave

Bereavement is a paid absence and is allowed to a maximum of five (5) working days per occurrence. This benefit will not apply when the employee is on an authorized leave of absence. This benefit does apply when an employee is on vacation. In the event the Employee must travel outside Ontario to attend the funeral service, the leave shall be extended to seven (7) working days.

Compassionate/Personal/Family leave for up to seven (7) paid consecutive days in each fiscal year may be granted at the discretion of the Executive Director or designate for personal, family reasons, etc.

10.07 (a) Pregnancy and Parental Leave

- (i) Pregnancy and parental leave shall be granted in accordance with the Employment Standards Act (Ontario) and, in addition, subject to the Employment Insurance Act (Canada) and the Regulations hereunder for the Supplementary Unemployment Benefit (SUB) Plan.
- (ii) The start date for pregnancy and parental leave shall be determined by the employee and the Employer, the employee shall provide the Employer with two (2) months notification of the expected date of return.
- (iii) The Employer shall continue to make the employer's contributions for all health and welfare benefits as defined in Article 19, during the period of the leave for a total of seventy-eight (78) weeks, provided the employee continues to pay the employee's portion of the premiums, if any. During this leave period, only vacation entitlements will continue to accrue. No sick time will accrue.
- (iv) Upon request, employees may extend the leave for a period of up to twelve (12) months. Adequate written notice of six (6) weeks must be provided.
- (v) Employees may use their vacation entitlement prior to or at the end of their pregnancy/parental leave. It is agreed that bargaining unit employees shall continue to be credited with their applicable vacation entitlement in accordance with the provisions of Article 17.
- (vi) An employee may be granted upon request up to five (5) days off without loss of pay or seniority credits for parenting partner leave at the time of birth or adoption of their child.

(b) Supplementary Employment Insurance Benefits "SUB" Plan

- (i) The purpose of the Plan is to supplement the Employment Insurance (E.I.) benefit received by employees for unemployment due to pregnancy or parental leave.
- (ii) The benefit level paid under the Plan is set at a maximum of twenty-five percent (25%) of the employee's regular weekly non-overtime salary for their classification to which they were entitled to as of the last day worked prior to the commencement of the leave. It is understood that in any week, the total amount of SUB, E.I. gross benefits and any other earnings received by the

employee will not exceed eight five percent (85%) of the employee's regular weekly earnings.

- (iii) The employee must apply for E.I. benefits before SUB Plan benefits become available.
- (iv) Employees disintitiled or disqualified from receiving E.I. benefits are not eligible for SUB. However, SUB may be paid during the E.I. waiting period, provided the waiting period is the only reason for not receiving the E.I. benefits.
- (v) The employee does not have any vested interest except to receive payments for the covered unemployment periods.
- (vi) Employees do not have a right to SUB payments, except for the supplementation of E.I. benefits for the unemployment periods as follows:

The unemployment period for receiving SUB for pregnancy/parental leave shall be to a maximum of thirty-five (35) weeks. The unemployment period for receiving SUB for adoption shall be to a maximum of three (3) weeks. This includes the waiting period prior to the receipt of E.I. benefits.
- (vii) When an employee elects to receive pregnancy or parental leave benefits pursuant to the Employment Insurance Act extended period rather than the Employment Insurance Act standard period, the amount of any SUB payable by the Employer during this thirty-five (35) week period will be no greater than what would have been payable had the employee elected to receive the pregnancy or parental leave benefit pursuant to the standard period.
- (viii) The employee must provide the Employer with proof that they are receiving E.I. benefits or that they are not getting benefits for reasons specified in the Plan.
- (ix) In the event an employee elects not to return to work, monies paid under the SUB Plan shall be reimbursed to the Employer.

10.08 Educational/Professional Development Leave

Educational Leave/Professional Development/Staff Development is a planned decision made by the employee's Director, in consultation with the employee, based on the following criteria:

- (i) The request links the employee's interests and needs with departmental and/or Employer goals and objectives and/or
- (ii) The request will enhance and/or support the performance of the employee as based on bona fide concerns from their last performance appraisal and/or supervision.

Employees must request a leave of absence greater than seven (7) working days for education leave/professional leave/staff development purposes in writing to their Director, at least six (6) weeks in advance. Employees must indicate the date of departure and the date of return in writing.

The following expenses can be claimed for reimbursement:

- (iii) Travel, accommodation, tuition, meals, course or registration fees and other expenses for conferences, workshops, seminars and other similar activities and meetings of professional and business organizations.
- (iv) Expenses directly related with the employee's work responsibilities or professional development (e.g. books, journals, computer hardware and software and other equipment).

Each employee who has completed their probationary period shall be entitled to one thousand dollars (\$1000.00) and ten (10) days with pay on a yearly basis for staff development. The dollar amount and time shall be pro-rated to FTE.

Employees may carry over the dollar amount for up to one (1) year. In order to facilitate this carry over, staff must notify their manager of their request to carry over by December 31st of the current year. Request for carry over will be assessed and approved dependent on the number of requests and funding agreements. Seniority will be taken into account when approving the carry over requests.

The Employer agrees to provide in-service training on population health, changes in modalities of service and evidence-based practices for current staff as a result of integration of the two sites. These trainings will be identified by the Director of the staff member and may be delivered in group or individual settings. The Director will be responsible for choosing the appropriate training and individual required to deliver the training. The Employer will not pay for upgrading in qualifications and/or accreditations.

ARTICLE 11 – SENIORITY

- 11.01 Seniority shall be defined as the length of continuous employment (dating from the original date of hire and regardless of the number of hours worked) in the bargaining unit with the Employer whereby seniority has not been broken in accordance with the provisions of Article 11.04.
- 11.02 The parties agree with reference to probationary employees, that:
- (a) All bargaining unit employees shall serve a probationary period of sixty (60) days worked. There shall be a mid-probation assessment.
 - (b) During the probationary period, the probationary employee shall have no seniority standing. Employees who have completed successfully the said probationary period and have been retained by the Employer at the expiration thereof, shall be credited with seniority back to the date of last hire.
 - (c) An employee who continues to be employed without interruption will not be required to serve a second probationary period.
- 11.03 Within thirty (30) days of this Agreement being ratified by the parties, and in September and January of each year thereafter, the seniority list, including the name of each employee, their seniority, their last date of hire, and employment status, shall be posted at each of the two (2) designated notice boards by the Employer and a copy mailed to the Union.
- Contract employees with less than a thirty (30) day break in service between contracts they shall maintain all seniority and rights under the collective agreement. Under no circumstances will these employees be made to serve a second probation period.
- 11.04 An employee shall lose all seniority, and an employee or a bargaining unit member shall be deemed to have terminated their employment, if they:
- (a) are discharged for just cause and is not reinstated;
 - (b) resigns;
 - (c) are laid off for a period in excess of twelve (12) consecutive months;
 - (d) following layoff, fails to return to work within seven (7) calendar days after receiving notice to do so unless on reasonable grounds they are unable to do so. A requirement to provide more than seven (7) calendar days notice to another employer is not considered reasonable grounds for failing to give seven (7) calendar days' notice. The employee shall keep the Employer informed of their current address. The employee shall be deemed to have received notice to return to

work if the Employer sends them such notice by registered mail or priority post.

- (e) fails to report to work without cause for a two (2) day period without prior permission. Upon reporting back to work the Employer will evaluate the reasons for failure to report to work. If the reasons are justified the employee will be re-instated.
- (f) after working in a position outside the bargaining unit in excess of twelve (12) consecutive months.
- (g) fail to produce annually, or upon reasonable demand, proof that the employee is registered and in good standing with a professional body to which the employee must belong in order to practise their profession in Ontario. The Employer agrees to pay for the cost of such proof.
- (h) exceeds without authorization a granted leave of absence or vacation without reasonable cause or utilizes a leave of absence for any purpose other than that for which it was granted.
- (i) as a Relief Employee, does not accept an offer to work a shift for the Employer for a period of three (3) calendar months, unless mutually agreed otherwise by the parties.

11.05 Employees who have attained twenty-five (25) years of service with the Employer and decide to retire shall receive a cash out of any accumulated sick leave credits (up to a maximum of fifty (50) days) at the time of retirement.

The above shall only apply to Employees hired prior to April 1, 2019.

ARTICLE 12 – VACANCIES AND JOB POSTINGS

12.01 The Employer agrees that when new bargaining unit jobs are created or a job vacancy which the Employer intends to fill occurs, notice of the new job or vacancy shall be posted for seven (7) working days. The Employer also shall have the right to simultaneously or subsequently advertise publicly the posting or otherwise give notice to non-bargaining unit persons of the posting. The posting shall set out the primary responsibilities, hours of work per week, salary, and the qualifications required and/or preferred for the position.

Postings shall be included on an electronic bulletin board for all members of the bargaining unit to review, whether on leave, absent or actively at work. Job postings from the Employer shall be emailed to the Union Labour Management Committee Representative as selected by the committee, in

addition to the electronic bulletin board. The Union president may also submit other items to be posted to Human Resources for approval with the "deletion date" included. Such approval shall not be unreasonably denied. Notices submitted to Human Resources will be responded to no later than forty-eight (48) hours from the time of the request.

For Contract staff to be considered an internal candidate, that employee must have been working for a minimum of twelve (12) continuous months at the time of their application.

Contract staff whose term of employment are twelve (12) months or less will be considered as a candidate prior to external candidates after six (6) months of continuous service at the time of their application. Relief staff whose term of employment is three (3) months or less will be considered as a candidate prior to external candidates.

Contract staff whose positions are not permanently funded will not be required to compete for their role if project funding is renewed and they have successfully completed their probation period.

Vacancies shall be filled in as reasonably amount of time as necessary from the date of posting.

- 12.02 A position posting in accordance with Article 12.01 shall be filled with a qualified employee demonstrating the highest level of skill, ability, qualifications, education, and experience to perform the duties of the position. Where two (2) or more employee applicants have a similar level of skill, ability, qualifications, education, and experience to perform the duties of the position, then the Employer shall award the position to the applicant employee with the greatest seniority. For all MOH funded positions, the most recent MOH job qualifications (if applicable) shall be used. Where no bargaining unit employee possesses the skill, ability, qualifications, education, and experience to perform the duties of the position, only then will non-bargaining unit member applicants be awarded the vacant position. The Employer agrees to provide written reasons to an unsuccessful bargaining unit applicant.
- 12.03 A successful bargaining unit applicant shall be placed on an orientation period for a period of thirty (30) worked days based on one (1) FTE and pro-rated to reflect a partial FTE. The applicant shall become permanent after the orientation period unless:
- (a) the employee, at any time within the orientation period, reasonably determines that they are not suitable for the position and wishes to return to their former position; or

- (b) the Employer, at any time within the orientation period, reasonably determines that the employee is not suitable for the position and requires that the employee return to the employee's former position.

In the event of either (a) or (b) above, the employee shall return to the employee's former position and salary without loss of seniority if the position exists or be subject to the lay off procedure if it does not. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to their former position without loss of seniority if the position exists or be subject to the lay off procedure if it does not.

- 12.04 The Employer shall include at least one (1) bargaining unit member on each hiring vacancy posted under Article 12.01. The Employer shall issue an invitation by e-mail to bargaining unit members and allow five (5) days for an expression of interest. If no interest is expressed by any member of the bargaining unit, the Employer may proceed with the hiring process without the members' participation.
- 12.05 A new employee shall not be hired to a position until employees on the recall list who have the skill, ability, qualifications, education, and experience have been offered the position.
- 12.06 When the Employer posts for an acting position outside of the bargaining unit, the successful applicant from within the bargaining unit shall retain their accumulated seniority, but the transferred employee, shall not accrue seniority during any period not actively working as a bargaining unit member. The total time for the transfer shall not exceed twelve (12) months. At any time during the transfer period, both the Employer and the bargaining unit member shall retain the right to end the transfer period and return to their previous position. Any employee moved as a result of the transition, shall be returned to the employee's former position if it continues to exist or be subject to the lay off procedure if it does not.
- 12.07 No employee shall be transferred/hired to a position outside the bargaining unit without their consent.
- 12.08
 - (a) In the event the Employer deems it necessary to temporarily transfer an Employee for a period of five (5) days or less due to an absence, and where no employee elects to temporarily transfer on a voluntary basis, such temporary transfer will be conducted in reverse order of seniority, provided the employee being transferred possess the skills and qualifications. At the end of the duration of the transfer period the transferred Employee shall return to their previous position.
 - (b) In the event the Employer deems it necessary to temporarily transfer an Employee for a period of greater than five (5) days to a maximum of

thirty (30) days, Employees shall be offered on a voluntary basis, by seniority, the opportunity to transfer for the period of said absence provided they possess the skills and qualifications. In the event the Employer cannot fill the temporary vacancy, they will be entitled to transfer Employees in reverse order of seniority. At the end of the duration of the transfer period the transferred Employee shall return to their previous position.

In the event a transferred Employee applies, and is the successful applicant to a job posting, their temporary transfer will be deemed complete.

- (c) Notwithstanding (b) above, cross site transfers shall not be utilized for pregnancy and parental leaves, pre-paid leaves, and personal leaves of absence in excess of three (3) months. The parties agree such leaves shall be filled through job postings.
- (d) In the event of emergency i.e., fire, flood, or other natural/human-made disasters outside of the Employer's control, the Employer reserves the right to transfer employees at their discretion. However, the parties agree that any members should be returned to their positions as expediently as practicable.

12.09 An employee who successfully bids on a new position in the bargaining unit shall be placed on trial in the new position for a period of sixty (60) calendar days. The trial period may be extended by mutual agreement, but in any case, no longer than an additional thirty (30) calendar days. Such trial promotion or transfer shall become permanent after the trial period unless:

- (a) the Employee feels that they are not suitable for the position, and wishes to return to their former position; or
- (b) the Employer feels that the Employee is not suitable for the position, and requires that they return to their former position.

It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to the employee's former position and the employee no longer has the right to return to the employee's former position.

In the event of either (a) or (b) above, the employee will return to the employee's former position and salary without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to that employee's former position and salary without loss of seniority. If the employee's former position does not continue

to exist, the employee will be subject to the lay off provisions of this collective agreement.

The Employer may fill the original vacancy and any resulting vacancies at its discretion for the period of the sixty (60) or ninety (90) calendar days, as applicable.

- 12.10 Should an employee successfully bid on a contract position that exceeds twelve (12) months, the employee shall be covered by all terms of the collective agreement including lay off and recall procedure.
- 12.11 Should an employee wish to reduce from full time or part time employment to a relief position the Employer will allow this transfer if there is a position available, the employee will maintain the employee's service and seniority.

ARTICLE 13 – LAYOFF AND RECALL

- 13.01 A layoff shall be defined as a reduction in the work force or a reduction by the Employer in the regular hours of work as defined in this Agreement.
- 13.02 An employee, upon being laid off (i.e. their position is temporarily or permanently eliminated) shall have the right to accept the layoff or exercise their seniority in accordance with the following:
 - (i) bump the most junior bargaining unit employee in the same classification (Schedule A). If the position is part time, then they may accept the part time position or they may bump the next junior employee in the same classification who has full time hours. If the employee is still facing layoff then they may
 - (ii) bump the most junior employee in another classification. If the position is part time, then they may accept the part time position or they may bump the next junior employee in another classification who has full time hours and is in a classification with an equal or lower starting rate of pay to the laid off employee's classification.
 - (iii) Should the employee exhaust the above options, they will be laid off

It is understood that any employee exercising their seniority to bump a junior employee may only bump a junior employee in a classification with an equal or lower starting rate of pay.

It is understood that a part time employee in a layoff situation shall not displace a full time employee. For purposes of Article 13.02 the definition of part time and full time employee will be defined as per Article 15.02.

It is understood that an employee exercising their right to bump must have the applicable skill, ability, qualifications, education and experience to perform the duties of the position without training other than orientation of a maximum of ten (10) working days.

It is understood that an employee exercising their seniority in accordance with Article 13.02 (i), who was hired into a position when the education and qualifications were lower than at the time of the bump that such employee will be deemed qualified to bump within the same classification.

The Employer shall be responsible for coordinating and ensuring orientation of employees who have been displaced by layoff and/or bumping.

- 13.03 A laid off employee shall have the right to exercise their seniority and be recalled to a position if a position becomes vacant within twelve (12) months of the layoff date, and provided the employee has the applicable skill, ability, qualifications, education, and experience to perform the duties of that position. This right is subject to Article 13 (Layoff and Recall). The Employer will send all employees on the recall list postings for all vacant positions in the organization by registered mail. Employees on the recall list who have been notified by the Employer that a position has become available to them must respond to the Executive Director or designate within five (5) working days of receiving notification.
- 13.04 Recall rights shall be in the reverse order of the above layoff procedure.
- 13.05 Employees shall have bumping rights in accordance with their seniority.
- 13.06 Employee shall be recalled in the order of their seniority, where jobs in their classification become available. This includes temporary vacancies which are expected to exceed ten (10) working days. Laid off employees can choose to accept a temporary vacancy or remain on layoff.

All employees on right to recall will be sent postings for all vacancies in the organization and will be considered for any positions for which they have the qualifications.

- 13.07 Employees shall be placed on a recall list for a period of twelve (12) months commencing from the date of layoff. When recalling an employee after layoff, they shall be notified by registered mail and allowed five (5) working days from the date of the notice to report to work. It is the sole responsibility of the employee to keep the Employer notified as to any change in their address and/or telephone number. An employee recalled and reinstated to their former position shall receive the appropriate rate of pay for the position at the time of recall.

13.08 Layoff and Recall

The following procedure is to be utilized in conjunction with Article 13 (Layoff and Recall) of the Collective Agreement. The purpose of this procedure is to outline and clarify the process for both parties in the event of a layoff. The procedure is not intended to, nor shall it replace or supersede anything within the existing Collective Agreement.

1. When a decision has been made to lay off a position, the Employer shall notify the Union and the affected employee(s) in writing a minimum of fifteen (15) working days or according to the provisions of the Employment Standards Act, whichever is greater, prior to the effective date of the layoff. Notice may be posted as provided by the Employment Standards Act.
2. At the Union's request, a meeting that includes the affected employee(s) and the Steward and/or the Union Representative may take place so that the Employer can explain the rationale for the decision.
3. Once an employee has received written notice of layoff they have three (3) working days in which to inform the Employer of their intent to bump. The employee may request one (1) day of the above as a paid day off in order to explore their options within the organization and gather information to enable them to make an informed decision. The intent to bump must be done in writing and submitted, along with a current copy of their resume, to the Director of Finance and Administration or designate, with a copy sent to the Union. The employee shall also indicate a maximum of three (3) job classification(s) and in order of preference, that they wish to bump.
4. If the laid off employee has the applicable skill, ability, qualifications, education and experience to perform the duties of the position, an interview will be set up within three (3) working days. The laid off employee will be given twenty-four (24) hours' notice prior to the scheduled interview. The order of preference for positions as outlined above will be followed unless it can be shown in meeting with the employee and the Union Steward that the employee does not have the necessary qualifications for a preferred position.
5. The employee will be notified of the outcome of the interview in a meeting and in writing, within two (2) working days.
6. Should the employee be offered the new position, they must confirm acceptance of this position by signing an offer letter within one (1) working day.

7. It is the sole responsibility of the Employer to notify employees in the event that their positions have been laid off.
8. Confidentiality on the part of Stewards, UFCW members and the Employer is to be strictly upheld throughout the process.

13.09 Severance Pay

Two (2) weeks for each year of service with no maximum.

It is understood if an employee chooses to take their severance within/after twelve (12) months, they understand that their employment with the Employer will be severed and they are forfeiting their recall rights.

- 13.10 An employee who is laid off may choose to continue to be included in the Employer's benefits coverage for three (3) calendar months from the date of layoff, provided the employee pays the full premium costs of the benefits plan in a manner agreed upon with the Employer and subject to the terms of the insurance carrier as amended from time to time.

ARTICLE 14 – SALARIES AND CLASSIFICATIONS

- 14.01 Schedule "A" attached hereto shows the classifications and annual salaries of the employees within the bargaining unit with effect from the dates set out therein. They shall not be changed or deleted. Jobs that are currently occupied shall not be altered or amended without notifying the Union, via the Labour Management Committee at least thirty (30) calendar days in advance. The parties agree that the said schedule and contents thereof shall constitute part of this Agreement.

Further parties agree that decisions regarding changes to job descriptions that result in substantive change to function and scope will be reviewed by the Labour Management Committee.

- 14.02 Where a new bargaining unit position is established, rates of pay and other related matters for that position will be equivalent to a comparable position funded by the Ontario Health or its successor entities. The parties agree that these decisions will be reviewed by the Labour Management Committee.

- 14.03 The Employer shall pay wages or salaries as per the rates set out in Schedule "A". Each employee shall be provided an itemized statement of their wages, and other supplementary pay and deductions. Wages shall be paid semi-monthly. It is understood that Schedule "A" outlines the rates of pay and members will progress through the wage grid yearly.

- 14.04 The Employer shall pay salaries in accordance with the Ontario Health or its successor entities salary ranges as set out by the Ontario Health or its successor entities from time to time.
- 14.05 An employee who is temporarily assigned in accordance with the terms of this Agreement to a higher paying classification or job shall be paid the rate of that position. An employee who is temporarily assigned in accordance with the terms of this Agreement to a lower paying classification shall be paid the rate and benefits of their regular assigned classification.
- 14.06 In the event the Employer finds it necessary to temporarily assign or transfer an employee to a different classification or job in excess of seven (7) working days, the Employer shall first ask for volunteers with the immediate skill and ability to perform the work required. In the event of multiple volunteers, the position shall be offered to the senior qualified volunteer. In the event the Employer cannot secure enough volunteers, the Employer shall have the right to assign the position to or transfer the most junior bargaining unit employee with the immediate skill and ability to perform the work required. At the end of the temporary assignment or transfer the bargaining unit employee shall have the right to return to their previous position. If the employee's former position does not continue to exist, the employee will be subject to the lay off provisions of this collective agreement.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

- 15.01 Bargaining unit members' normal hours of work shall be scheduled by the Employer on a regular schedule and an employee's hours schedule will not be changed with unreasonable frequency. The normal schedule for most full-time employees will be five (5) work days (Monday to Friday) per week, at seven (7) hours per work day.

Shift Change at Queen West

Current practice: on front desk all shifts have an overlap for shift change built in.
- 15.02 A part-time bargaining unit member is a person whose normal hours of work in the employment of the Employer are twenty-four (24) hours per week or less. A full-time bargaining unit member is a person whose normal hours of work in the employment of the Employer are more than twenty-four (24) hours per week.
- 15.03 The Employer agrees that during the term of this Collective Agreement, all Employees shall have their normal weekly hours maintained, unless there is a reduction of the funding from which the employee's pay is derived or an

employee specifically requests a reduction in their hours of work or such other reasons as the parties may agree. Upon request, the Employer shall provide to the Union details of all such funding reductions.

15.04 Rest Periods

- (a) Employees shall be entitled to a one (1) hour meal period without pay on a daily basis.
- (b) Employee will be granted two (2) fifteen minute rest periods without loss of pay on a daily basis. If employees are unable to take their regularly scheduled breaks due to extenuating circumstances such as staff shortages, crisis situations, or scheduled on or off-site meetings, they require management approval to reschedule their breaks.
- (c) Employees must be scheduled to work a minimum of four (4) hours to be entitled to a paid rest period.
- (d) Paid breaks may be combined with meal periods.

15.05 Lieu/Comp Time

- (a) It is recognized that due to the nature of the Employer's operation as a Community Health Centre, overtime work may be required. An employee who is authorized in advance by their supervisor to perform work exceeding thirty-five (35) hours (which excludes lunches and paid rest periods) per week shall be compensated by receiving an equivalent amount of time off ("compensatory time off"). All written authorized hours worked above forty-four (44) in a week shall be compensated with compensatory time off calculated at one and one half (1 ½) the regular rate of pay for each hour worked.
- (b) Scheduling of lieu/comp time is at the discretion of the immediate supervisor and is guided by the Employer's ability to maintain a satisfactory level of staffing. Lieu/comp time must be taken within the fiscal year it was earned and cannot be carried into the next fiscal year. An employee is not allowed to accumulate more than fifty (50) hours of lieu/comp time in a fiscal year without the express permission of the Executive Director.
- (c) Should an employee resign from their employment or be discharged by the Employer and where such discharge is not reversed through the grievance procedure, such employee shall be entitled to a pay-out of accumulated compensatory time off.
- (d) Scheduling of lieu/comp time shall be allocated on a first come first serve basis. Where there is a conflict between two (2) or more

employees who make a request at the same time for the same period of lieu/comp time, seniority shall govern.

- 15.06 Bargaining unit employees shall be considered for flexible work schedules. Any employee interested in such an arrangement shall make the request in writing to their immediate supervisor. The Employer shall have the right to decide whether an employee will be allowed to work a flexible schedule based on the following criteria:
- (i) the operational needs of the employer;
 - (ii) the function of the position;
 - (iii) health and safety requirements;
 - (iv) seniority of the employee making the request; and
 - (v) the Employer's obligation under the Ontario Human Rights Code; including Employers have a duty to accommodate needs related to family status. In the context of family status, accommodation is usually associated with caregiving needs. Where workplace structures, policies, procedures or culture operate to exclude or disadvantage persons with caregiver responsibilities, Employers have a duty to consider whether they can make adjustments to reflect needs related to family status. This may involve, for example, providing flexible scheduling, permitting employees to take leaves of absence to care for family members who are ill or have a disability, or providing access to alternative work arrangements. Creating a flexible and inclusive workplace benefits all employees, and advantages Employers in hiring, retaining, and getting the best possible performance from employees.

The Employer agrees that its decision shall be based on bona fide considerations and such right shall not be exercised in an arbitrary or bad faith manner.

Upon granting a bargaining unit employee the ability to work a flexible work schedule, the Employer may alter and/or rescind such arrangement based upon bona fide considerations as aforementioned.

In recognition of the above the Union recognizes that the Employer has the right to schedule bargaining unit employees in a manner that maintains service delivery standards.

- 15.07 Premium Pay
Any work assigned on a Saturday or Sunday shall be offered by seniority to those employees who are qualified to perform the work. In the event the

Employer cannot secure enough employees to work on a Saturday and/or Sunday, the work shall be assigned on a reverse seniority basis. All hours worked on a Saturday and/or Sunday shall be paid at the rate of time and one-half for hours worked. It is understood that shift or other premiums or allowances are not included in the straight time hourly rate when paying at time and one-half.

This premium pay shall be added to the employee's bank of hours under Article 15.05 and shall not result in any monetary payment save and except under the provisions of Article 15.05 (c).

The Employer agrees to offer premium compensation to the Nurse Practitioner(s) who, in unforeseen circumstance provide(s) medical care without Physician backup. Such compensation shall be calculated as follows: Nurse Practitioner hourly rate x number of hours worked during the absence of Physician(s) on site.

ARTICLE 16 – PAID HOLIDAYS

- 16.01 The following days shall be designated as paid statutory holidays for employees:

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

- 16.02 Employees are entitled to five (5) float days per fiscal year. Float days are not accumulated and may not be carried from one fiscal year to the next. An additional float day per employee for each five (5) years of service to a maximum of three (3) additional days.
- 16.03 If any of the above-mentioned holidays occurs during an employee's vacation period, that day will count as a paid holiday, not as a vacation day.
- 16.04 If any of the above-mentioned paid holidays occurs during an employee's regular day off, the employee's time sheet will be credited with time to be taken at a later date that is mutually agreed between the Employer and the employee. Holiday credits will be pro-rated based on FTE.
- 16.05 The Employer agrees to maintain its practice of calculating paid holidays for the duration of the Collective Agreement.

- 16.06 In the event that the Provincial, Federal or municipal Government declares any additional paid holidays, such additional holidays shall be added to the list in Article 16.01 (Holidays) above.
- 16.07 Employees who observe religious or cultural holidays different from those listed in Article 16.01 above shall be given priority in scheduling to allow the use of float days, vacation or compensatory time off for these occasions.
- 16.08 Any work performed on a statutory holiday shall be paid at time and one half (1 ½) lieu time.

ARTICLE 17 – VACATIONS WITH PAY

- 17.01 During an employee's first year of active employment, a full-time employee shall be entitled to fifteen (15) days of annual vacation with pay at the employee's regular rate of pay. During an employee's second to the end of their fourth year of active employment, a full-time employee shall be entitled to twenty (20) days annual vacation with pay at the employee's regular rate of pay. At the start of the fifth (5) year to the end of the eighth (8) year of active employment, a full-time employee shall be entitled to twenty five (25) days annual vacation with pay at the employee's regular rate of pay. At the start of the ninth (9) year to the end of the fourteenth (14) year of active employment, a full-time employee shall be entitled to thirty (30) days annual vacation with pay at the employee's regular rate of pay. At the start of the fifteenth year to the end of the nineteenth (19) of active employment, a full time employee shall be entitled to thirty five (35) days annual vacation with pay at the employee's regular rate of pay. At the start of the twentieth year, a full-time employee shall be entitled to forty (40) days annual vacation with pay at the employee's regular rate of pay. Vacation will be prorated according to their FTE status.
- 17.02 Part-time employees shall accumulate vacation credits on a pro-rated basis.
- 17.03 The vacation year shall be April 1 to March 31.
- 17.04 Employees may take up to six (6) weeks' consecutive vacation or vacation/comp time/float days in combination. Vacation requests shall not be unreasonably denied subject to the maintenance of the Employer's services.

Vacation request will be on a first come, first serve basis, unless two (2) or more employees request the same time (within a five (5) working day window) and are still waiting for Employer's approval, seniority will apply.

If the vacation request is two (2) weeks or more, the request must be made fifteen (15) working days in advance.

The Employer agrees to respond within five (5) working days to vacation requests. Once vacations are granted, vacation will not be changed without mutual agreement between the parties.

17.05 Vacation Scheduling – Dental Clinic

The Dental Receptionist and the Dental Assistant shall be given their requests for vacation and/or time off work provided one or the other is scheduled to work during the applicable period of vacation and/or other time off. The Dentist shall decide two (2) weeks per vacation year when the Dental Clinic will be closed for purposes of Dental Clinic vacation. The Dental Receptionist and the Dental Assistant shall each decide one (1) week per vacation year when the Dental Clinic will be closed for purposes of Dental Clinic vacation.

17.06 Employees can carry a maximum of ten (10) vacation days to the following year.

An employee may request to carry over more than ten (10) fiscal vacation days into the next year; they shall make the request in writing to their immediate supervisor. The response from the supervisor will be in writing and/or via email with confirmation.

17.07 The following procedure is to be utilized in conjunction with Article 17 (Vacation with Pay) of the Collective Agreement. The purpose of this procedure is to outline and clarify a process and criteria for carrying over more than ten (10) vacation days to the following year. The procedure is not intended to, nor shall it, replace or supersede anything within the existing Collective Agreement.

Both parties will strive to ensure that all vacation time above the ten (10) days is taken prior to the end of the year.

In situations where the above has not been possible, the effected employee must write a request to carry over letter to their Director outlining the circumstances which prevented them from taking vacation above the ten (10) days allowed. This letter must be submitted thirty (30) calendar days in advance of year end.

Employees will be permitted to carry over more than ten (10) vacation days due to unforeseen circumstances which precluded that employee from taking a scheduled vacation. This would include illness, bereavement, or the postponement of vacation due to organizational needs, when requested by Management.

All requests will be followed up by the employee's Director within five (5) working days.

- 17.08 Should an employee be on sick leave or on Worker's Compensation benefits prior to a scheduled vacation period and the illness or period of benefits extends into the vacation period, the employee shall be entitled to reschedule their vacation to a later time.
- 17.09 The pro-rated calculation of vacation shall commence at the date of hire and shall be accrued to each employee on the last day of each month thereafter.
- 17.10
- (a) Where an employee's scheduled vacation is interrupted due to serious illness, the period of such illness shall be considered sick leave. The supervising Director may request supporting documentation.
 - (b) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 10.06.
 - (c) The portion of the employee's vacation which is deemed to be sick leave or bereavement leave under the above provisions will not be counted against the employee's vacation credits.
- 17.11 Employees shall have the option of trading their vacation periods with other employees with the approval of the appropriate director(s) involved, subject to bona fide operational needs of the Employer. The request for a trade must be made at least fifteen (15) working days prior to the commencement of the earliest requested vacation.
- 17.12 If an employee has taken vacation time in excess of their vacation credit entitlements at the date of termination/resignation/layoff, the amount owing to the Centre will be deducted from the employee's final pay cheque. In the event of termination/resignation/layoff vacation credits owing shall be calculated at the rate of 1.25 days per month in the first year of employment and thereafter at the rate of 1.66 days per month at the start of the second year to the end of the fourth year of employment and thereafter at the rate of 2.08 days per month at the start of the fifth year to the end of the eighth year of employment and thereafter at the rate of 2.5 days per month at the start of the ninth year to the end of the fourteenth year of employment and thereafter at the rate of 2.92 days per month after the start of the fifteenth year to the end of the nineteenth year of employment and thereafter at the rate of 3.33 days per month after the start of the twentieth year of employment and beyond. This calculation is based on the actual number of months or portion thereof which were paid on a calendar basis.

ARTICLE 18 – SICK LEAVE

- 18.01 It is the Employer's policy that all employees on the active payroll shall be entitled to continuation of regular pay in accordance with the provisions of this Article and their applicable credits when absent due to illness, injury, disability, or illness of an immediate family member (immediate family is defined as spouse, and dependent children, parents or grandparents, siblings/step-siblings or employee), for family/chosen family illness.
- 18.02 (a) Paid sick leave shall cover medical, dental and health-related appointments and illnesses.
- (b) Paid absences can be banked up to a total of sixty (60) days, pro-rated to FTE.
- 18.03 Sick leave credits with pay at regular rate shall accumulate for an employee only while the employee is on the active payroll, at a rate of one and one half (1.5) working days per month of service while on the active payroll. The maximum sick days per calendar year shall be eighteen (18).
- 18.04 The Employer agrees to offer an additional twenty (20) days of paid sick leave per fiscal year to an employee (pro-rate to FTE status) who has exhausted their sick leave credits under Article 18.03 and who is incapacitated due to a serious health condition, treatment of, or recovery from a serious health condition or traumatic injury. Serious health condition may include or involve the following:
- (i) inpatient care in hospital, hospice or residential medical care facility;
 - (ii) continuing treatment by a health care provider that includes, but is not limited to, repeated treatments;
 - (iii) serious health conditions include but are not limited to heart conditions, cancers, conditions requiring surgery, strokes and serious mental illness.
- In order to be eligible for this leave, the employee must provide a written statement from a registered, licensed health provider, providing evidence that is reasonable in the circumstances, confirming that the employee has a serious health condition.
- 18.05 The Employer will provide a SUB plan for sick pay, which will be twenty five percent (25%) of the Employee's wages from the period at the end of their paid absence to the end of the EI Sick Pay. This will include the one (1) week EI waiting period. Top up is not to exceed eighty five percent (85%) of the employee's regular earnings.

Payments of guaranteed annual remuneration or deferred remuneration or severance will not be increased or decreased by any payments received under the plan.

HRDC will be notified of any change(s) to the plan within thirty (30) days of the effective date of such change(s).

Application will be in accordance with the Supplemental EI Benefits Plan for Illness or Injury.

Employees must have worked a minimum of one (1) year to qualify. An employee may choose to collect EI sick benefits instead of using their banked sick days.

To be eligible for the SUB plan, employees must provide a medical note stating why the employee is unable to be at work and the expected date of the employee's return. Prior to returning to work from an extended sick leave, employees must provide the Employer with documentation from their family physician stating that they are capable of returning to work.

Employees must show that they are in receipt of EI prior to SUB plan payments commencing.

- 18.06 Sick leave shall be granted on the oral statement of the employee, however, the Employer may require that an employee provide to their supervisor within forty-eight (48) hours of returning to work, a medical certificate satisfactory to the Employer for any sick leave in excess of four consecutive (4) working days. Cost of certificates shall be the employee's responsibility. In the event that an employee shall be on sick leave for more than three (3) working days, the employee shall notify their supervisor in order that the supervisor can address staffing needs.
- 18.07 Notwithstanding the provisions of Article 18.06, the Employer reserves the right to request a medical certificate from an employee who is absent on sick leave for less than five (5) consecutive working days where the Employer has previously advised the Employee in writing that a medical certificate may be required for any future sick leave absence(s) occurring within the next three (3) calendar months.
- 18.08 Subject to 11.05, accumulated sick leave credits cease upon the termination of employment and no employee has a claim to cash out on accumulated sick leave banked.
- 18.09 Subject to continuing eligibility of the employees according to the conditions of the insurance carrier. The Employer agrees to pay for and maintain its

share of all Health and Welfare Benefits during any paid absence or sub-plan absence.

ARTICLE 19 – HEALTH AND WELFARE BENEFITS

- 19.01 The Employer agrees to continue the health and welfare plans in force at the time of the signing of this Agreement, provided that the Employer may discontinue any such plan and replace it with a new plan which provides the same or greater benefits. The Employer agrees to pay one hundred percent (100%) of the premiums prorated to FTE for such plans in effect from time to time, save and except long-term disability, for which the employee will pay one hundred percent (100%) of the premiums. Coverage of employees under such health and welfare plan is, subject to the terms of such plans, compulsory for each employee but such coverage shall not commence until an employee has completed three (3) months continuous service. The benefits available to employees shall be as more particularly described and set forth in the respective plan documents and policies of insurance. The Union and employees shall be provided with copies of all current insurance policies upon signing of the Agreement and in future whenever there is a change to the carrier of any benefit coverage. Health and welfare benefits shall be pro-rated to FTE and employees shall have the option of making self-payments in order to top up their coverage.
- 19.02 The health and welfare plans referred to in Article 19.01 are as follows:
- (a) Extended Health Care
 - (b) Group Life Insurance
 - (c) Dental
 - (d) Long-Term Disability
 - (e) AD&D
- 19.03 Any dispute over payment of benefits under such plans or policies shall be adjusted between the employee and the insurer concerned. The Employee shall use its best efforts to adjust any dispute, but the Employer is in no way liable to any individual employee for payment of benefits under such plans or policies.
- 19.04 Healthcare of Ontario Pension Plan
The Employer agrees to provide a pension plan to all eligible employees. Full-time employees will automatically be enrolled in the Healthcare of Ontario Pension Plan.

Part-time employees may elect to join the Healthcare of Ontario Pension Plan subject to the enrollment requirements of the Plan, if any.

The Employer as well as the employees shall continue to make contributions to the Pension Plan in accordance with the provisions and regulations of the said pension plan.

- 19.05 Effective April 1, 2024 Employees shall receive four hundred and fifty (450) benefit credits per year (prorated to FTE). Effective April 1, 2025 Employees shall receive five hundred (500) benefit credits per year (prorated to FTE).

ARTICLE 20 – PAY PERIODS

- 20.01 All bargaining unit members will be paid bi-weekly by direct bank deposit.
- 20.02 Employees shall, on written request made at least three (3) weeks in advance of vacation, be paid in advance for pay periods which occur during absence due to vacation or professional development.

ARTICLE 21 – EXPENSE REIMBURSEMENT

- 21.01 Employees shall be reimbursed by the Employer for all authorized transportation (not including commuting to and from work):
- (a) mileage incurred on employee owned automobiles will be reimbursed at a rate of sixty-five cents (\$0.65) per kilometer.
 - (b) The Employer shall provide those employees approved to take public transport (excluding coming and leaving work) with a Presto card when required to use public transport.
 - (c) Employees shall be reimbursed for meal expenses which they actually incur as a result of their attendance at a scheduled meeting outside of their regular working hours/duties at the amount so incurred to a maximum of fifteen dollars (\$15.00) for breakfast, twenty dollars (\$20.00) for lunch and thirty dollars (\$30.00) for supper. These meal entitlements shall increase by five dollars per meal effective April 1, 2024.
 - (d) Employees shall submit monthly statements to the Employer setting out the particulars of all expenses incurred prior to being reimbursed for the same.

- (e) Employees are responsible for clarifying with the Employer which expenses are considered reimbursable.
 - (f) If an employee has approved out of pocket expenses, the Employer shall give the employee an advance if requested in writing. These expenses shall include expenses while on PD days.
 - (g) Employees who travel by bicycle will be reimbursed at the going TTC rate where such travel would otherwise normally require TTC travel.
- 21.02 The Employer agrees to continue the practice of providing bicycles for use by Harm Reduction Workers in their work, as well as maintenance of these bicycles and providing helmets and bicycle locks. This practice will continue for the duration of the current City of Toronto AIDS Bureau funding. This does not apply to the TRIP program.
- 21.03 The Employer will provide a yearly allowance of seventy-five dollars (\$75.00) once per fiscal year per Harm Reduction Street Outreach Workers for appropriate clothing for bicycle use on Harm Reduction Street Outreach. The above does not include the TRIP program or peer workers.
- 21.04 The Employer agrees to provide a one hundred and fifty dollar (\$150.00) per year bicycle allowance for employees who use their bicycle on a regular basis in order to carry out PQWCHC business. Requests for the annual expense will be made in writing to the employee's supervisor and will be approved on the following basis:
- the core roles and responsibilities of the employee's position require them to travel within the community to conduct PQWCHC business
 - the employee plans to use their personal bicycle on a regular basis, for example over a four (4) month period for PQWCHC business purposes

ARTICLE 22 – NOTICE BOARDS

- 22.01 The Employer agrees to provide for the use of the Union a notice board in a non-public area at each of the Employer's principal locations. Despite any provisions 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;

- (c) the notice boards shall not be used for posting materials which, in the opinion of the Employer, are inflammatory, derogatory, or given that the organization is publicly funded, partisan in nature.

ARTICLE 23 – GENERAL

23.01 Correspondence

All correspondence arising out of or incidental to this Collective Agreement, shall pass between the Executive Director, or designate, and the Union Stewards and Union Representative unless otherwise specified herein.

23.02 Pay Cheque Error

Should any error occur in a pay cheque, attributable to the Employer, the Employer agrees to correct the error within two (2) working days.

23.03 Lunch Rooms

The Employer will ensure that employees have reasonable accommodations for meals and rest periods at each site.

23.04 Personnel Files

Any employee who so desires shall have the right with sufficient notice to review the employee's personnel record for a reasonable period of time in the presence of the Union Steward, or the Alternate Steward, and a representative of the Employer, upon making a request for same reasonably in advance. Such review shall take place at such time and place as may be designated by the Employer in its discretion. The Employer agrees that no disciplinary memos or notation shall be placed in an employee's file without first bringing it to the attention of the employee and the Union. If the employee finds something objectionable in the employee's personnel record, the individual has the right to discuss the findings with their supervisor in the presence of the Union Steward. If there is no resolution, the objection may become the subject of a grievance and processed in accordance with Article 7.

Discipline warnings and/or reprimands shall be removed from the employee file twelve (12) months following the date it was issued, provided that the employee's file has been discipline free during that period.

23.05 Change of Personal Information

It is the responsibility of the employee to promptly notify PQWCHC of any changes as soon as possible, of personal mailing address, telephone numbers, number and names of dependents, emergency contact information, educational accomplishments and other such status reports. The information should be accurate and current at all times during employment. It is also the

responsibility of the employee to notify PQWCHC of changes in mailing address and telephone numbers for a period of one (1) year after the termination of employment.

23.06 Criminal Reference Check

The Employer shall require each new employee to have a Criminal Reference Check performed. The costs for this procedure shall be borne by the Employer.

23.07 UFCW Training and Education Fund

The Employer shall contribute seven hundred and fifty dollars (\$750.00) to the UFCW Local 175 Training and Education Fund within thirty (30) days of the Date of Ratification, and two hundred and fifty dollars (\$250.00) in each year of the Collective Agreement thereafter.

23.08 Printing of the Collective Agreement

The parties shall equally share the cost of printing the Collective Agreement, providing sufficient copies to be distributed to employees and management.

23.09 Proration

Unless specifically noted it is agreed that the premiums for all benefits are prorated to FTE.

ARTICLE 24 – RENEWAL AND TERMINATION

24.01 This Agreement shall be in force and effect from April 1, 2022 to March 31, 2026 and shall automatically continue from year to year for periods of one (1) year at a time, unless either party serves notice on the other party anytime within ninety (90) days prior to the expiry date of the collective agreement, stating that negotiations for amendments are desired.

24.02 When such notice has been given by either party bound by this Agreement, the parties shall meet and they shall bargain in good faith and make every reasonable effort to make a Collective Agreement.

24.03 All conditions in this Agreement are to remain in full force and effect until negotiations are completed or as further agreed between the parties.

Dated this 26th day of July, 2024.

FOR THE EMPLOYER:

Dennis Fong

Dennis Fong 7/18/2024

Maureen Gans

Bronwyn Underhill

Bronwyn Underhill 7/18/2024

FOR THE UNION:

Mike Mattioli

Mike Mattioli 7/12/2024

Kirti J

Kirti Jamwal 7/12/2024

Vivian Recollet

Vivian Recollet 7/23/2024

Judy Tsao

Judy Tsao 7/26/2024

Jadie Schettino

Jadie Schettino 7/26/2024

Sabrina Qadir

Sabrina Qadir 7/26/2024

ARTICLE 25 – ONTARIO HEALTH (OR ITS SUCCESSOR ENTITES)

25.01 Accountability Agreements

The Employer will not enter into an accountability agreement which alters or prejudices in any way the rights and privileges of the members of the bargaining unit, including a collective agreement.

Prior to entering into an accountability agreement, the Employer will provide the Union with the proposed agreement and meet with the Union to discuss any concerns which the Union may have with the terms of the proposed agreement.

The Employer will provide the Union with a copy of any accountability agreement into which it enters under any piece of Long Term Care legislation or regulation, including the Ontario Health (or its successor entites) within twenty four (24) hours of its execution. Copies of any compliance reports will also be provided to the Union within twenty four (24) hours of submission.

It is agreed that “integration” as used in this agreement means a restructuring that affects the structure or existence of one or more service providers or that affects the provision of programs, services or functions of PQWCHC, including but not limited to, an integration that involves a dissolution, amalgamation, division, rationalization, consolidation, transfer, merger, commencement or discontinuance (“integrate” has a co-responding meaning).

It is agreed that a “health service provider” has the same meaning as in Bill 36 and that a “service provider” includes health service providers and any other person or entity that provides services within or to the health services sector.

The Employer will provide notice to the Union, at the earliest opportunity, of any integration discussions in which it is engaged with another service provider or Ontario Health or its successor entities that may impact or prejudice members of the bargaining unit.

The Employer will provide to the Union full disclosure of all records, including those in electronic form related to such integration discussion or orders as such documents come into the possession of the Employer.

The Employer may enter into an integration agreement with another service provider(s) under the following conditions:

The Employer and each of the other service provider(s) involved in the integration execute a human resources plan with the Union. In any integration to which the Public Sector Labour Relations Act does not apply, the Human Resources Plan executed by the service provider(s) includes an agreement by the service provider(s) to recognize the Union and to be bound by the provisions of this Collective Agreement.

In the event of a health service integration with another service provider, the Employer and the Union agree to negotiate a Human Resources Plan that will be, unless otherwise mutually agreed, consistent with the terms of this collective agreement and will contain the following minimum terms:

The Employer shall notify affected employees and the Union as soon as a formal decision to integrated is taken.

The Employer and the Union shall begin discussions concerning the specific of the integration forthwith after a decision to integrate is taken.

As soon as possible, in the course of developing a plan for the implementation of the integration, the Employer shall notify affected employees and the Union of the projected staffing needs, and their location, which are anticipated to result; notice to affected employees and the Union

shall include the estimated number and types of positions anticipated to be available, and their location, as the result of the integration.

If services at PQWCHC are to be reduced, transferred or eliminated as a result of integration, or if the employment of employees is otherwise to be affected, the Employer shall prepare a list of the affected employees in order of seniority, by jobs for which it considers such employees are eligible. This list will be updated to reflect any changes due to employees leaving or entering the unit.

If an integration is anticipated to result in a loss of employment for employees at another service provider by reason of the establishment of a new unit or the enlargement or extension of services at PQWCHC:

In the period before an integration takes place, where a permanent vacancy occurs, the vacancy shall be filled by the senior qualified employee of the other service provider who wishes to make an early transfer. An employee taking such a position shall be treated as a transferring employee and not as a new hire;

When the integration takes place, and when employees formerly employed by the other service provider or providers involved are transferred to PQWCHC, such employees shall maintain their service dates and shall be placed on seniority lists at PQWCHC accordingly. Thereafter, they shall exercise seniority rights in accordance with this agreement. Following implementation of the integration, employees who have been transferred to PQWCHC will retain their previous salary rates.

Employees who have been transferred to PQWCHC shall be subject to the benefit plans of PQWCHC in the manner provided under the collective agreement. Employees who have been transferred to PQWCHC shall retain their previous vacation grid.

Hours of work shall be those of PQWCHC.

An employee who has been transferred to PQWCHC, and who has not completed their probationary period at the service provider where they were formerly employed, shall receive credit for their service during such probationary period, and shall complete the balance of the probationary period required by this agreement. No new probationary period shall be served by an employee who has been transferred to PQWCHC.

If an integration is anticipated to result in the creation of employment for employees at another service provider by reason of the establishment of a new unit or the enlargement, transfer or extension of services at that service provider:

Notice of positions at the other service provider shall be posted at PQWCHC for a period of seven (7) consecutive calendar days. Employees in this bargaining unit and employees in other bargaining units at PQWCHC, if any, make written application for such vacancy within the seven (7) day period referred to herein.

PQWCHC shall, upon entry into the Service Agreement or the Service Accountability Agreement with the Local Health Integration Network (Ontario Health or its successor entities), in respect of residents cared for by members of this bargaining unit, and provide copies of such agreements to the Union. The parties agree to meet to discuss decisions made by the Ontario Health or its successor entities that have an impact on PQWCHC.

- 25.02 Ontario Health or its successor entities
The parties agree to amend all references in the collective agreement from “Ministry of Health and Long Term Care” to “ (Ontario Health or its successor entities)”.

SCHEDULE “A” – SALARIES AND CLASSIFICATIONS

April 1, 2022

Dental Receptionist/Medical Secretary/Program Secretary/Community Security Worker/Reception/Program Asst.	
Step 1	\$38,582
Step 2	\$40,155
Step 3	\$41,728
Step 4	\$43,303
Step 5	\$44,876
Step 6	\$46,451

Administrative Assistant/Dental Assistant/Registered Practical Nurse	
Step 1	\$44,947
Step 2	\$46,788
Step 3	\$48,629
Step 4	\$50,472
Step 5	\$52,313
Step 6	\$54,155

Community Health Worker/Client Support Worker/Intake Worker/Harm Reduction Worker/Harm Reduction Lead/Family Support Outreach/Overdose Prevention Support Worker	
Step 1	\$51,572
Step 2	\$53,403
Step 3	\$55,236
Step 4	\$57,067
Step 5	\$58,899
Step 6	\$60,729

Chiropracist/Therapist/Counsellor/Registered Dietitian/Case Manager/Health Promoter/Dental Hygienist/Nutritionist/Social Worker	
Step 1	\$64,631
Step 2	\$66,811
Step 3	\$68,992
Step 4	\$71,174
Step 5	\$73,354
Step 6	\$75,537

Project Coordinator (5P)	
Step 1	\$54,280
Step 2	\$56,561
Step 3	\$59,022
Step 4	\$61,393
Step 5	\$63,764
Step 6	\$66,135

Food Room Facilitator	
Step 1	\$37,036
Step 2	\$38,293
Step 3	\$39,551
Step 4	\$40,807
Step 5	\$42,065
Step 6	\$43,323

Physiotherapist	
Step 1	\$69,797
Step 2	\$72,151
Step 3	\$74,507
Step 4	\$76,863
Step 5	\$79,217
Step 6	\$81,577

Maintenance Worker	
Step 1	\$42,975
Step 2	\$44,702
Step 3	\$46,429
Step 4	\$48,157
Step 5	\$49,884
Step 6	\$51,612

Harm Reduction Coordinator	
Step 1	\$55,339
Step 2	\$57,755
Step 3	\$60,173
Step 4	\$62,590
Step 5	\$65,008
Step 6	\$67,424

Harm Reduction Room Worker	
Step 1	\$34,993
Step 2	\$36,410
Step 3	\$37,887
Step 4	\$39,423
Step 5	\$41,021
Step 6	\$42,836

April 1, 2023

Dental Receptionist/Medical Secretary/Program Secretary/Community Security Worker/Reception/Program Asst.	
Step 1	\$39,353
Step 2	\$40,958
Step 3	\$42,563
Step 4	\$44,169
Step 5	\$45,773
Step 6	\$47,380

Administrative Assistant/Dental Assistant/Registered Practical Nurse	
Step 1	\$45,846
Step 2	\$47,724
Step 3	\$49,602
Step 4	\$51,481
Step 5	\$53,360
Step 6	\$55,238

Community Health Worker/Client Support Worker/Intake Worker/Harm Reduction Worker/Harm Reduction Lead/Family Support Outreach/Overdose Prevention Support Worker	
Step 1	\$52,604
Step 2	\$54,471
Step 3	\$56,341
Step 4	\$58,208
Step 5	\$60,077
Step 6	\$61,944

Chiropodist/Therapist/Counsellor/Registered Dietitian/Case Manager/Health Promoter/Dental Hygienist/Nutritionist/Social Worker	
Step 1	\$65,923
Step 2	\$68,147
Step 3	\$70,372
Step 4	\$72,598
Step 5	\$74,821
Step 6	\$77,048

Project Coordinator (5P)	
Step 1	\$55,366
Step 2	\$57,784
Step 3	\$60,203
Step 4	\$62,621
Step 5	\$65,040
Step 6	\$67,457

Food Room Facilitator	
Step 1	\$37,777
Step 2	\$39,059
Step 3	\$40,342
Step 4	\$41,623
Step 5	\$42,906
Step 6	\$44,189

Physiotherapist	
Step 1	\$71,192
Step 2	\$73,594
Step 3	\$75,997
Step 4	\$78,400
Step 5	\$80,802
Step 6	\$83,208

Maintenance Worker	
Step 1	\$43,834
Step 2	\$45,596
Step 3	\$47,358
Step 4	\$49,120
Step 5	\$50,882
Step 6	\$52,644

Harm Reduction Coordinator	
Step 1	\$56,446
Step 2	\$58,911
Step 3	\$61,377
Step 4	\$63,842
Step 5	\$66,308
Step 6	\$68,773

Harm Reduction Room Worker	
Step 1	\$35,693
Step 2	\$37,139
Step 3	\$38,644
Step 4	\$40,211
Step 5	\$41,841
Step 6	\$43,692

April 1, 2024

Dental Receptionist/Medical Secretary/Program Secretary/Community Security Worker/Reception/Program Asst.	
Step 1	\$40,337
Step 2	\$41,982
Step 3	\$43,627
Step 4	\$45,273
Step 5	\$46,918
Step 6	\$48,564

Administrative Assistant/Dental Assistant/Registered Practical Nurse	
Step 1	\$46,992
Step 2	\$48,917
Step 3	\$50,842
Step 4	\$52,768
Step 5	\$54,694
Step 6	\$56,619

Community Health Worker/Client Support Worker/Intake Worker/Harm Reduction Worker/Harm Reduction Lead/Family Support Outreach/Overdose Prevention Support Worker	
Step 1	\$53,919
Step 2	\$55,833
Step 3	\$57,749
Step 4	\$59,664
Step 5	\$61,579
Step 6	\$63,493

Chiropracist/Therapist/Counsellor/Registered Dietitian/Case Manager/Health Promoter/Dental Hygienist/Nutritionist/Social Worker	
Step 1	\$67,572
Step 2	\$69,851
Step 3	\$72,131
Step 4	\$74,413
Step 5	\$76,692
Step 6	\$78,974

Project Coordinator (5P)	
Step 1	\$56,750
Step 2	\$59,228
Step 3	\$61,708
Step 4	\$64,186
Step 5	\$66,666
Step 6	\$69,144

Food Room Facilitator	
Step 1	\$38,721
Step 2	\$40,036
Step 3	\$41,350
Step 4	\$42,664
Step 5	\$43,979
Step 6	\$45,294

Physiotherapist	
Step 1	\$72,972
Step 2	\$75,434
Step 3	\$77,897
Step 4	\$80,360
Step 5	\$82,822
Step 6	\$85,288

Maintenance Worker	
Step 1	\$44,930
Step 2	\$46,735
Step 3	\$48,542
Step 4	\$50,348
Step 5	\$52,154
Step 6	\$53,960

Harm Reduction Coordinator	
Step 1	\$57,857
Step 2	\$60,383
Step 3	\$62,911
Step 4	\$65,438
Step 5	\$67,966
Step 6	\$70,492

Harm Reduction Room Worker	
Step 1	\$36,585
Step 2	\$38,067
Step 3	\$39,610
Step 4	\$41,216
Step 5	\$42,887
Step 6	\$44,785

April 1, 2025

Dental Receptionist/Medical Secretary/Program Secretary/Community Security Worker/Reception/Program Asst.	
Step 1	\$41,547
Step 2	\$43,242
Step 3	\$44,936
Step 4	\$46,632
Step 5	\$48,325
Step 6	\$50,021

Administrative Assistant/Dental Assistant/Registered Practical Nurse	
Step 1	\$48,402
Step 2	\$50,384
Step 3	\$52,367
Step 4	\$54,351
Step 5	\$56,334
Step 6	\$58,318

Community Health Worker/Client Support Worker/Intake Worker/Harm Reduction Worker/Harm Reduction Lead/Family Support Outreach/Overdose Prevention Support Worker	
Step 1	\$55,536
Step 2	\$57,508
Step 3	\$59,482
Step 4	\$61,453
Step 5	\$63,426
Step 6	\$65,397

Chiropodist/Therapist/Counsellor/Registered Dietitian/Case Manager/Health Promoter/Dental Hygienist/Nutritionist/Social Worker	
Step 1	\$69,599
Step 2	\$71,946
Step 3	\$74,295
Step 4	\$76,645
Step 5	\$78,993
Step 6	\$81,343

Project Coordinator (5P)	
Step 1	\$58,453
Step 2	\$61,005
Step 3	\$63,559
Step 4	\$66,112
Step 5	\$68,666
Step 6	\$71,218

Food Room Facilitator	
Step 1	\$39,883
Step 2	\$41,237
Step 3	\$42,591
Step 4	\$43,944
Step 5	\$45,298
Step 6	\$46,653

Physiotherapist	
Step 1	\$75,161
Step 2	\$77,697
Step 3	\$80,234
Step 4	\$82,771
Step 5	\$85,306
Step 6	\$87,847

Maintenance Worker	
Step 1	\$46,278
Step 2	\$48,137
Step 3	\$49,998
Step 4	\$51,859
Step 5	\$53,718
Step 6	\$55,579

Harm Reduction Coordinator	
Step 1	\$59,592
Step 2	\$62,195
Step 3	\$64,798
Step 4	\$67,401
Step 5	\$70,004
Step 6	\$72,607

Harm Reduction Room Worker	
Step 1	\$37,683
Step 2	\$39,209
Step 3	\$40,799
Step 4	\$42,453
Step 5	\$44,174
Step 6	\$46,128

Note: Harm Reduction Workers shall be paid in accordance with the Schedule A wage grid.

FTE: The above salaries are based on one (1) Full Time Equivalent (FTE) (thirty-five (35) hours per week).

Red Circles: Employees who are at a higher rate of pay than their respective position on the progression grid shall maintain their rate and shall continue to progress along the above grid at the regular intervals.

New Hires: The parties agree that new bargaining unit employees may be placed at a higher rate than the start rate commensurate with their previous relevant experience and/or qualifications.

Pay Equity: Any adjustments, as established by the Pay Equity Plan, shall be incorporated in the above rates of pay.

LETTER OF UNDERSTANDING

BETWEEN: PARKDALE QUEEN WEST COMMUNITY HEALTH CENTRE
(hereinafter called “the Employer”)

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175
(hereinafter called the “Union”)

RE: Article 25

The parties agree that the provisions of Article 25 shall remain in full force and effect until such time as the legislation governing Ontario Health (or its successor entities) is amended and/or replaced by successor legislation. At such time, the parties agree to meet to discuss the impact of the successor legislation on the provisions set out in Article 25 with the objective of maintaining any and all rights applicable to the members of the bargaining unit as set out in Article 25 that do not directly conflict with any provisions of the successor legislation.

Dated this 26th day of July, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Dennis Fong
Dennis Fong 7/18/2024

Mike Mattioli
Mike Mattioli 7/12/2024

Maureen Gans

KIRTI J
Kirti Jamwal 7/12/2024

Bronwyn Underhill
Bronwyn Underhill 7/18/2024

Vivian Recollet
Vivian Recollet 7/23/2024

Judy Tsao
Judy Tsao 7/26/2024

Jadie Schettino
Jadie Schettino 7/26/2024

Sabrina Qadir
Sabrina Qadir 7/26/2024

LETTER OF UNDERSTANDING

BETWEEN: PARKDALE QUEEN WEST COMMUNITY HEALTH CENTRE
(hereinafter called "the Employer")

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175
(hereinafter called the "Union")

RE: Implementation of Benefit Credits

The parties agree that, in the implementation of benefit credits under Article 19.05, the following criteria will be included in the benefit credits plan:

- Employees shall be permitted to direct benefit credits into their health care spending account in increments of fifty dollars (\$50.00).
- Employees currently receiving reimbursement for services under the existing benefits plan shall not require a referral for reimbursement of the same services under their health care spending account, subject to Canada Revenue Agency requirements.

Dated this 26th day of July, 2024.

FOR THE EMPLOYER:

Dennis Fong

Dennis Fong 7/18/2024

Maureen Gans

Bronwyn Underhill

Bronwyn Underhill 7/18/2024

FOR THE UNION:

Mike Mattioli

Mike Mattioli 7/12/2024

Kirti J

Kirti Jamwal 7/12/2024

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Jadie Schettino

Jadie Schettino 7/26/2024

Sabrina Qadir

Sabrina Qadir 7/26/2024

LETTER OF UNDERSTANDING

BETWEEN: PARKDALE QUEEN WEST COMMUNITY HEALTH CENTRE
(hereinafter called “the Employer”)

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175
(hereinafter called the “Union”)

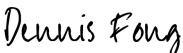
RE: Temporary Replacement of Maintenance Employees

As a result of the revised recognition clause whereby Maintenance has been added to the Bargaining Unit, the parties agree for the life of the Collective Agreement that the temporary replacement of the Maintenance Employees for absences related to vacation or such similar short-term absence shall be determined by the Employer and will not be considered a contravention of the Collective Agreement.

Dated this 26th day of July, 2024.

FOR THE EMPLOYER:

FOR THE UNION:



Dennis Fong

7/18/2024



Mike Mattioli

7/12/2024



Maureen Gans



Kirti Jamwal

7/12/2024



Bronwyn Underhill

7/18/2024



Vivian Recollet

7/23/2024



Judy Tsao

7/26/2024



Jadie Schettino

7/26/2024



Sabrina Qadir

7/26/2024

LETTER OF UNDERSTANDING

BETWEEN: PARKDALE QUEEN WEST COMMUNITY HEALTH CENTRE
(hereinafter called "the Employer")

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175
(hereinafter called the "Union")

RE: Additional Funding and Salary Increases

- (a) The Employer agrees to adjust the salary scale in accordance with monies received from the Ministry of Health/Ontario Health or its successor entities that are specifically directed by the Ministry/Ontario Health or its successor entities to be allocated to wages for employees in this bargaining unit.
- (b) The Employer agrees to notify the Union Representative thirty days in advance of any adjustment, or as soon as reasonably possibly, and agrees to pass on increases automatically, as soon as possible, to the affected bargaining unit positions.
- (c) Adjustments resulting in an increase shall be retroactive to the beginning of the fiscal year or such other date as directed by the Ministry/Ontario Health or its successor entities. Retroactivity shall be paid to all affected employees in the bargaining unit on the basis of straight time hours paid.
- (d) Where funds are received from the Ministry/Ontario Health or its successor entities that are to be used in part to increase wages of employees in the bargaining unit, the parties will meet as soon as possible following receipt of notification of the funds to discuss the distribution of those funds, including the effective date of any increases.

Dated this 26th day of July, 2024.

FOR THE EMPLOYER:

Dennis Fong

Dennis Fong 7/18/2024

Maureen Gans

Bronwyn Underhill

Bronwyn Underhill 7/18/2024

FOR THE UNION:

Mike Mattioli

Mike Mattioli 7/12/2024

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Sabrina Qadir 7/26/2024

LETTER OF UNDERSTANDING

BETWEEN: PARKDALE QUEEN WEST COMMUNITY HEALTH CENTRE
(hereinafter called "the Employer")

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175
(hereinafter called the "Union")

RE: Possible changes Healthcare Service

The parties agree that there are changes in the way health care services are delivered in the province of Ontario. These changes are having an impact on the way services are scheduled in primary health care settings. In order to facilitate these changes the parties agree to the following:

- (a) The normal schedule for Employees hired on or after April 1, 2019 will be thirty five (35) hours a week scheduled over 5 consecutive days including weekends with two (2) consecutive days off; or two (2) non-consecutive days off by mutual agreement.
- (b) Employees hired after April 1, 2019 who work weekends will receive a weekend premium of two (\$2.00) dollars over and above their regular rate of pay for each hour worked on Saturday or Sunday. There shall be no pyramiding of other premiums with this rate.
- (c) Employees hired on or before April 1, 2019 who are assigned by the Employer to work weekends will be paid time and one-half for each hour worked on the weekend.

Dated this 25th day of July, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Dennis Fong
Dennis Fong 7/18/2024

Mike Mattioli
Mike Mattioli 7/12/2024

Maureen Gans
Maureen Gans

Kirti J
Kirti Jamwal 7/12/2024

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LETTER OF UNDERSTANDING

BETWEEN: PARKDALE QUEEN WEST COMMUNITY HEALTH CENTRE
(hereinafter called “the Employer”)

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175
(hereinafter called the “Union”)

RE: Consumption and Treatment Services

The parties agree that, for the duration of this collective agreement, and notwithstanding Article 15.07, employees working in Consumption and Treatment Services will receive an hourly premium of two dollars (\$2.00) over and above their regular rate of pay for each hour worked on a Saturday or Sunday.

Dated this 26th day of July, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Dennis Fong
Dennis Fong 7/18/2024

Mike Mattioli
Mike Mattioli 7/12/2024

Maureen Gans

KIRTI J
Kirti Jamwal 7/12/2024

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LETTER OF UNDERSTANDING

BETWEEN: PARKDALE QUEEN WEST COMMUNITY HEALTH CENTRE
(hereinafter called "the Employer")

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175
(hereinafter called the "Union")

RE: Wage, Classification & Progression Grid

Schedule "A" (i.e. the wage, classification, and progression grid) of the Collective Agreement expiring March 31, 2022 will have no retroactive force or effect and will determine bargaining unit members' (including bargaining unit members employed by the Employer immediately prior to ratification of the Collective Agreement expiring March 31, 2022) wages/salaries and wage/salary progression immediately upon and from the date of ratification until the expiry of the Collective Agreement on March 31, 2022. Despite the foregoing sentence, each employee employed on the date of ratification of the Collective Agreement expiring March 31, 2019 who immediately prior to the date of ratification had a higher rate of pay than their respective position on the progression grid set out in Schedule "A" of the Collective Agreement expiring March 31, 2012 shall maintain that rate of pay and shall continue to progress to the next higher wage/salary level (if any) on the progression grid in accordance with the stipulated intervals commencing on the date of ratification so long as the increase on the date of ratification is five hundred dollars (\$500.00) or less. Thereafter, the employee shall continue to progress on their anniversary date.

Any adjustments to salary/wages as established by the Pay Equity Plan shall be incorporated by the Employer into the rates of pay set out in Schedule "A" of the Collective Agreement expiring March 31, 2022.

In the event the Ministry of Health and/or any other funding increases the wages or salaries for a position or positions, these increases shall be passed on automatically to the affected bargaining unit position or positions.

This Memorandum of Understanding shall be in force and effect from the date of ratification until March 31, 2022.

Dated this 26th day of July, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Dennis Fong
Dennis Fong 7/18/2024

Mike Mattioli
Mike Mattioli 7/12/2024

Maureen Gans
Maureen Gans

Kirti J
Kirti Jamwal 7/12/2024

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LETTER OF UNDERSTANDING

BETWEEN: PARKDALE QUEEN WEST COMMUNITY HEALTH CENTRE
(hereinafter called "the Employer")

AND: UNITED FOOD & COMMERCIAL WORKERS CANADA,
LOCAL 175
(hereinafter called the "Union")

RE: RRSP

- (a) Registered Retirement Savings Plan payment amount calculated as follows, to a yearly maximum of \$4,200.00 dollars;

Their normal # of hours per week x \$175.00

35

= their RRSP payment amount

(for employees hired prior to the date of ratification who are not participating in the HOOPP plan)

- (b) Healthcare of Ontario Pension Plan as of April 1st, 2012, the Employer agrees to provide a pension plan to all eligible employees.
- (c) Employees who were hired before the Employer joined HOOPP are not required to join the plan unless the employee chooses to enroll on a voluntary basis. Employees, who decide to opt out of the plan, shall continue to receive the Registered Retirement Savings Plan payment as set out in 19.04.
- (i) Full time Employees hired after April 1st, 2012 will automatically be enrolled in the HOOPP plan.
- (ii) Part time employees hired after April 1st, 2012 may be eligible to join the plan, only after they have worked a minimum of seven hundred (700) hours in one (1) year.
- (d) The employer as well as the employees shall continue to make contributions to the Pension Plan in accordance with the provisions and regulations of said pension plan during the term of the agreement.

Dated this 26th day of July, 2024.

FOR THE EMPLOYER:

Dennis Fong

Dennis Fong 7/18/2024

Maureen Gans

Bronwyn Underhill

Bronwyn Underhill 7/18/2024

FOR THE UNION:

Mike Mattioli

Mike Mattioli 7/12/2024

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