

# COLLECTIVE AGREEMENT

- between -

SOUTH RIVERDALE COMMUNITY HEALTH  
CENTRE

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 5399



South Riverdale  
HEALTH CENTRE

***CUPE***  
**Local 5399**

**Term: April 1, 2024 – March 31, 2027**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Collective Agreement is to establish and maintain collective bargaining relations including working conditions, hours of work and wages with respect to employees covered by this agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder. It is recognized that the employees wish to work efficiently together with the Employer to secure the best possible care and health protection for clients.

## **ARTICLE 2 - RECOGNITION**

- 2.01 All employees of South Riverdale Community Health Centre in the City of Toronto save and except Supervisors and those above the rank of same, Physicians, Midwives, Executive Assistants, Human Resources Administrators, Financial Services Administrators, Facilities and Services Administrators, Data Management/IT Coordinators, and students employed for the summer period pursuant to a government program.
- 2.02 This Agreement does not cover volunteers, unpaid students, individuals from temporary help agencies, individuals hired through purchased service agreements or individuals seconded from another agency.

## **ARTICLE 3 - DEFINITIONS/CATEGORIES OF EMPLOYEES**

- 3.01 The term "employee" as used in this Agreement shall mean those employees who are included in the bargaining unit, as described in Article 2.01. It is understood that the provisions of this Agreement apply equally to all employees regardless of sexual orientation or gender identity. Any use of a gender specific pronoun in this Agreement is deemed to include all employees. In addition, whenever the singular is used in this Agreement, it shall be deemed to include the plural, and vice-versa, wherever the context so requires.
- 3.02 A full-time employee is one who is regularly scheduled for at least 35 hours per week.
- 3.03 A part-time employee is one who is regularly scheduled less than 35 hours per week. Part-time employees may be offered full-time hours for periods of up to three months without being afforded full-time status.
- 3.04 A casual employee is one whose work is not regularly scheduled on a predetermined basis who may be pre-scheduled or called in on an "as needed" basis.
- 3.05 A temporary employee is one filling a vacancy caused by illness, accident, or leave of absence or hired to perform a special non-recurring task of an indefinite term.

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Where a temporary employee is hired to fill a vacancy, the length of their contract will not exceed the length of the vacancy for more than one month on either end of the vacancy. They may be assigned either full-time or part-time status as defined in articles 3.02 and 3.03.

- 3.06 A contract employee is one who is employed for a specific term of employment as a result of project and program funding, seasonal work, program and project needs, and trial positions. They may be assigned either full-time or part-time status as defined in Articles 3.02 and 3.03.
- 3.07 The Employer shall endeavor to fill or create full-time or part-time positions, where possible, rather than utilizing casual employees to fill available hours.

#### **ARTICLE 4 – CONTRACT EMPLOYEES**

- 4.01 In the event that a contract employee engaged in a contract position works continuously beyond a two [2] year less one [1] day period (without a break in service or with a break in service of less than 30 days), such employee shall be considered a regular employee for the purposes of this Agreement. The Union shall be informed in writing when this occurs.

#### **ARTICLE 5 - WORK OF THE BARGAINING UNIT**

- 5.01 The Employer shall not contract out any work usually performed by members of the bargaining unit which will directly result in the layoff of bargaining unit members.
- 5.02 The Employer shall not use volunteers to perform any work usually performed by members of the bargaining unit which will directly result in the layoff of bargaining unit member(s).
- 5.03 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement except for the purposes of instruction, experimentation, or when regular employees are not available.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

- 6.01 Without limiting the generality of the foregoing, it is the exclusive right of the Employer, except as specifically modified by the terms of this Agreement to:
- (a) maintain order, discipline and efficiency;
  - (b) hire, assign, promote, demote, classify, transfer, direct, layoff, recall, suspend,

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- discipline or discharge employees;
- (c) establish, alter, and enforce reasonable rules, regulations, and policies with which employees must comply, provided that such rules, regulations, and policies are not inconsistent with the provisions of this Agreement;
  - (d) determine all work schedules, equipment to be used, methods to be used, location(s) of operations, number of employees required, services to be performed, performance standards, work assignments, hours of work and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

## **ARTICLE 7 - NO DISCRIMINATION OR HARASSMENT**

- 7.01 The Employer and the Union agree to abide by the provisions of the Ontario Human Rights Code, (the "Code") as amended. Every employee has the right to freedom from harassment and discrimination in the workplace on the basis of the grounds enumerated in the Code. "Harassment" means engaging in a course of vexatious comment or conduct that is known, or ought reasonably to be known to be unwelcome.
- 7.02 Further, the Employer and the Union agree that there shall be no discrimination or harassment on the basis of Union membership or activity.

## **ARTICLE 8 - NO STRIKE OR LOCKOUT**

- 8.01 While the Agreement is in operation, the Union agrees that there shall be no strike, and the Employer agrees that there shall be no lockout.
- 8.02 The words "strike" and "lockout" shall have the meaning given to those terms in the Ontario *Labour Relations Act, 1995*, as amended.

## **ARTICLE 9 - UNION SECURITY**

- 9.01 The Employer shall deduct the regular monthly dues, initiation fees, or assessments levied by the Union on its members semi-monthly from the first pay of all employees, commencing with an employee's first full week of work following their start of employment. Deductions shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees by no later than the 15<sup>th</sup> day of the month following, accompanied by a list of the names of all employees from whose wage deductions have been made.
- 9.02 The Employer will provide the Union with the current mailing address, phone number(s) and personal email it has on record, if any, of all members of the

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bargaining unit on a quarterly basis, in June, September, December, and March in electronic spreadsheet form.

- 9.03 The Employer will provide each employee with a T-4 slip showing the dues deducted in the previous year for income tax purposes.
- 9.04 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made, or payments made in accordance with this Article.
- 9.05 The Union will advise the Employer in writing of the amount of its dues. The amounts so advised shall continue to be deducted until changed by further written notice to the Employer.
- 9.06 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of the Agreement.

## **ARTICLE 10 - UNION REPRESENTATION**

- 10.01 The Employer recognizes the right of the Union to appoint or otherwise elect five Union stewards to carry out the duties and responsibilities properly arising in labour relations matters between the parties. A member of the Union executive may, in the absence of any steward, assist with any steward function.
- 10.02 The Union shall notify the Employer, in writing, of the names of the Union Executive and the stewards that have been appointed or elected. The Employer shall not be required to recognize any Executive member or steward until it has been notified by the Union of the names of the Executive member or steward appointed or elected and the effective date of their term.
- 10.03 The Union acknowledges that stewards have regular duties to perform on behalf of the Employer and that such persons must continue to perform their regular duties and that activities of the Union and the stewards will be carried on outside regular working hours unless otherwise expressly permitted by the Employer or pursuant to this Agreement. Stewards shall not leave their regular duties to perform necessary steward functions without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably denied. When resuming their regular duties, stewards shall again report to their immediate supervisor. If, in performing steward functions, a Union steward is required to enter an area of the Employer's premises in which they do not regularly work, they shall report their presence to the supervisor in the area immediately upon entering it. If the supervisor is not available, they shall notify the Manager of Human Resources or designate. Stewards shall suffer no loss of earnings for authorized time spent performing steward functions during their regular

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scheduled working hours.

- 10.04 New employees will be provided with a list of the Union stewards and their contact information and allowed to arrange for a meeting with one Union representative for up to 15 minutes, to be held at a time approved by the Employer, as part of their employment orientation. The purpose of the meeting will be to acquaint the new employee with a Union representative and this Agreement. The new employee will not suffer a loss of regular earnings for time spent in such a meeting.
- 10.05 The Union agrees that neither it, nor its officers, agents, representatives or members, will engage in the solicitation of members, holding of meetings or any other Union activities on the Employer's premises or on the Employer's time without the prior approval of the Employer.
- 10.06 An employee is entitled to be accompanied by a Union steward when attending a meeting which is disciplinary in nature or may lead to discipline, at any stage of the grievance procedure, and when attending a meeting related to accommodation or a WSIB matter. The Employer will establish the time and place of such meeting, allowing sufficient time for the employee to secure Union representation. The Employer shall also notify the employee of their right to have a Union Steward present. Should an employee choose not to have Union representation, the Employer will have this confirmed at beginning of the meeting in writing by the employee.
- 10.07 At least two (2) weeks prior to each quarterly mandatory staff meeting, the Employer agrees to notify the Union President of the date and time of the meeting.

## **ARTICLE 11- LABOUR MANAGEMENT COMMITTEE**

- 11.01 The parties agree to meet every other month or at the request of either party to discuss matters of mutual concern and interest.
- An agenda will be circulated at least forty-eight (48) hours in advance of the meeting between the parties.
- Minutes of the meeting will be taken on an alternating basis between the parties and shared with the agenda prior to the next meeting.
- 11.02 An equal number of Union representatives and Employer representatives, to a maximum of three of each, shall attend such meetings. Employee members of the Labour Management Committee attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

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- 11.03 The parties agree that specific grievances shall not ordinarily be discussed in this forum without mutual agreement prior to the meeting commencing. The parties agree that this forum will not be used to discuss matters related to collective bargaining.

## **ARTICLE 12 - COLLECTIVE BARGAINING COMMITTEE**

- 12.01 The Employer agrees to recognize a collective bargaining committee comprised of six [6] employee representatives of the Union for the purpose of negotiating the renewal of this Agreement.
- 12.02 The Employer agrees to pay the employee representatives of the Union on the collective bargaining committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, for up to three days of negotiations with the Employer.
- 12.03 Nothing in this Article is intended to preclude the Union collective bargaining committee from having the assistance of any representatives of the Union. It is not the intention of this article to allow the union to have a greater number of bargaining unit members on the collective bargaining committee than allowed by article 12.01.

## **ARTICLE 13 - HEALTH AND SAFETY**

- 13.01 The Employer agrees to abide by the Ontario *Occupational Health and Safety Act*, as amended. The Employer will ensure that up to date copies of the applicable health and safety legislation are posted on Union bulletin boards, for employees to review.
- 13.02 A Joint Health and Safety Committee of at least four members shall be maintained which will be composed of at least two Employer members and two employee members appointed by the Union. The Union shall notify the Employer in writing of the names of each employee member. The parties acknowledge that the committee may include additional non-bargaining unit employee members.
- 13.03 The Joint Health and Safety Committee will hold meetings at least once every 90 days, or more frequently if mutually agreed by the Employer and the Union. Minutes will be taken at each meeting and copies will be provided to the Employer and the Union, and posted on the Union electronic bulletin board.
- 13.04 There shall be no reprisal by the Employer against any employee for acting in compliance with applicable health and safety legislation.
- 13.05 At or prior to each meeting, the Employer shall provide the members of the Health and Safety Committee with the details of every workplace health and safety

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incident, accident or occurrence of an occupational disease that occurred at the workplace since the last meeting of the Committee. In addition, the Employer shall provide members of the Committee with the annual report prepared for its Board regarding health and safety incidents.

- 13.06 Mental Health Hazards and Psychological Safety will be a standing agenda item for Joint Health and Safety Committee meetings.

## **ARTICLE 14 -GRIEVANCE PROCEDURE**

- 14.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 14.02 The purpose of this Article is to establish a procedure for the settlement of grievances. For the purpose of this Article "days" shall mean business days, not including Saturday, Sunday, statutory holidays or other days on which the Employer's offices are closed.
- 14.03 No grievance shall be considered where the circumstances giving rise to it occurred more than ten (10) days before it is brought to the attention of the Employer.
- 14.04 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement must first discuss the complaint with their supervisor. The employee may have the assistance of a Union steward if the employee so desires.

### **Step 1:**

Should the employee be dissatisfied with the supervisor's response or should the employee not receive a response, a Union steward, on behalf of the employee, may file a grievance with the Employer by providing a written grievance form to the employee's Manager within ten (10) days of the complaint being brought to the supervisor's attention. The grievance must specify the provisions of the Agreement which are alleged to have been violated, contain a brief statement of the facts relied upon in support of the grievance, specify the remedies sought, and be signed by the employee and the Union steward.

The Manager shall answer the grievance in writing within five days.

### **Step 2:**

If the Union is not satisfied with the answer, the Union steward must notify the Employer within ten (10) days of receiving said answer. The Union steward and a representative of management shall meet within ten (10) days of receipt of such

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notice to discuss the grievance. The Union's business agent may attend this meeting. If the grievance is not resolved at the Step 2 meeting, the grievance may be referred to arbitration in accordance with Article 15 of this Agreement.

- 14.05 The Union and the Employer have the right to file a policy grievance, and such grievances shall commence at Step 2 of the grievance procedure. Such grievances must be filed within ten (10) days of the time the Union or Employer became aware or ought to have become aware of the events giving rise to the grievance.
- 14.06 Where two or more employees have identical grievances and each would be entitled to grieve separately, a group grievance may be filed, and such grievances shall commence at Step 2 of the grievance procedure. Such grievances must be filed within ten (10) days of the circumstances giving rise to the grievance.
- 14.07 Time limits may be extended by mutual agreement between the parties in writing. Absent such agreement, any complaint or grievance which is not commenced or processed through the next stage of the grievance procedure within the time specified shall be deemed to have been abandoned and all rights of recourse to the grievance procedure shall be at an end.
- 14.08 A non-probationary employee may only be disciplined, suspended or discharged with just cause. Reasons for the discipline, suspension or discharge will be provided to the employee and Union in writing.

The Employer will notify the Union when a non-probationary employee has been suspended or discharged. A claim by an employee who has completed their probationary period that they have been disciplined, suspended, or discharged without just cause, shall be the proper subject for a grievance which may be commenced at Step 2 of the grievance procedure, with the filing of a grievance within ten (10) days after the employee has received the disciplinary notice or termination letter.

- 14.09 Probationary employees may have their employment terminated at the sole discretion of the Employer and such termination shall not be the subject of a grievance or arbitration, unless it is alleged that the termination was arbitrary, discriminatory or in bad faith.

## **ARTICLE 15- ARBITRATION**

- 15.01 A grievance which has not been settled under the grievance procedure outlined in Article 14 of this Agreement may be referred to arbitration by notifying the other party of the intent to arbitrate in writing, within 18 days of the Step 2 meeting. This 18-day time limit is mandatory and any grievance which is not referred to arbitration within this time limit shall be deemed to have been abandoned and all rights of recourse to the arbitration procedure shall be at an end. "Days" in this

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Article shall mean business days, not including Saturday, Sunday, holidays or other days on which the Employer's offices are closed.

- 15.02 The parties agree that it is their intent to resolve grievances without recourse to Arbitration wherever possible. Therefore, notwithstanding 15.01 above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- 15.03 Arbitrations under this Agreement shall be conducted before a single arbitrator, mutually selected by the parties. If the parties cannot come to an agreement upon an arbitrator, either party may ask the Ministry of Labour to appoint an arbitrator.
- 15.04 Each of the parties hereto will bear its own expense with respect to any arbitration proceedings and will jointly bear the expenses of the arbitrator on an equal basis.
- 15.05 The arbitrator shall not be authorized nor have any jurisdiction to alter, modify, or amend any part of this Agreement nor to make any decision inconsistent with the provisions hereof, nor to deal with any matter not covered by this Agreement.
- 15.06 The decision of the arbitrator shall be final and binding upon the parties.
- 15.07 No matter may be submitted to arbitration which has not been properly carried through all of the required steps of the grievance procedure.

## **ARTICLE 16 – ACCESS TO FILES**

- 16.01 Upon request, an employee shall have access to their personnel file, in the presence of an Employer representative, for the purpose of reviewing any evaluations or formal discipline contained therein. An employee may request copies of any evaluations and formal discipline in their file.
- 16.02 Discipline will be removed from the personnel file of an employee eighteen (18) months following the receipt of same, provided that such employee's record has been discipline free for eighteen (18) months, except for discipline related to client abuse defined as neglect (e.g., failing to provide the necessities of life); physical (e.g., striking a client or causing discomfort); verbal/emotional (e.g., shouting at or insulting a client); financial (e.g. soliciting gifts from a client); or sexual (e.g., inappropriately touching a client) which will not be removed at any time. All leaves of absence in excess of ten (10) calendar days will not count toward either of the above periods.

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## **ARTICLE 17 – SENIORITY**

- 17.01 Newly hired full-time employees shall be considered to be probationary employees for a period of three [3] months from their date of hire. Non-full-time employees shall be considered to be probationary employees until they have worked 455 hours, or for a period of nine months from their date of hire, whichever occurs first. The Employer, the probationary employee and the President of the Local Union, or their designate, may mutually consent, in writing, to an extension of the probationary period for an additional specified period of time. A probationary employee shall be considered as being employed on a trial basis and may be disciplined or dismissed by the Employer in its sole discretion. Probationary employees are entitled to the minimum termination and severance entitlements, if any, prescribed by the *Employment Standards Act, 2000*, as amended. The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the probationary employee is released for reasons, which are arbitrary, discriminatory, in bad faith, or for exercising a right under this Agreement.
- 17.02 An employee shall have no seniority until the successful completion of their probationary period. Upon completion of the probationary period, an employee's name will be placed on the seniority list with seniority date calculated from the date they were last hired by the Employer.
- 17.03 Full-time employees will accumulate seniority on the basis of continuous employment in the bargaining unit with the Employer since the employee's last date of hire, except as otherwise provided in this Agreement. Non-full-time employees will accumulate seniority on the basis of one year of seniority for each 1820 hours worked in the bargaining unit with the Employer since the employee's last date of hire, except as otherwise provided in this Agreement. A non-full-time employee cannot accrue more than one year of seniority in a twelve (12) month period, from April to March each year. A contract employee accepting a new contract without a break in service or with a break in service of less than 30 days shall not be deemed to have a fresh date of hire at the beginning of the new contract.
- 17.04 An employee whose status is changed from full-time to non-full-time shall receive full credit for their seniority. An employee whose status is changed from non-full-time to fulltime shall receive credit for their seniority on the basis of one year for each 1820 hours worked.
- 17.05 Employees shall continue to accrue seniority if they are absent from work because of sickness, disability, accident, or approved leave of absence under the *Employment Standards Act, 2000*, as amended.

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- 17.06 An employee's seniority and employment shall be deemed to be terminated if the employee:
- (a) voluntarily terminates employment and does not rescind their resignation in writing within 48 hours;
  - (b) retires from employment;
  - (c) is discharged for just cause and not subsequently reinstated;
  - (d) fails to return to work on the date agreed upon after the completion of an approved leave of absence;
  - (e) is absent without permission for a period of three (3) consecutive scheduled working days without notifying their immediate supervisor and providing an explanation for the absence acceptable to the Employer;
  - (f) has been on layoff continuously for a period of 24 months;
  - (g) is a contract or temporary employee who received notice as per Article 19.07 and has not accepted a new contract within the six (6) month period following the end of their contract;
  - (h) has been absent due to disability or illness for 24 consecutive months, subject to any requirements of the Ontario *Human Rights Code*;
  - (i) is a casual employee who has not accepted an offer to work a shift for the Employer for a period of three (3) calendar months (excluding approved leaves of absence); or
  - (j) is a casual employee who has not worked a shift for the Employer for a period of twelve (12) months (excluding approved leaves of absence).

## **ARTICLE 18 – JOB POSTINGS**

- 18.01 Where the Employer decides to fill a vacancy or decides to create a new position within the bargaining unit the Employer shall post the vacancy, by sending it to all bargaining unit members with active South Riverdale Community Health Centre email addresses and posting it on the Union electronic bulletin board, for a period of between five and 21 business days, with a copy emailed to the Union President. The Employer shall endeavour to fill vacancies or create new positions within the bargaining unit, where possible. If a position is vacated and is not being filled, the Employer shall notify the Union President in writing within fourteen (14) business days of the decision to not post the position, along with the reason(s) for doing so.
- 18.02 Posted vacancies will state the job classification, status, requirements of the job, the rate to be paid, the required qualifications, and the posting's closing date. An employee wishing to apply for the vacancy shall do so in writing, in the prescribed

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manner. The Employer will only be obligated to consider applications received before the closing date identified in the posting.

- 18.03 In filling vacancies, the Employer will consider the knowledge, skill, ability, qualifications, and training of the applicants to perform the normal required work. Where these are equal, the employee with the greatest seniority will be appointed to the position. All internal applicants, should they not be selected, shall be provided written reasons, with a copy to the Union.
- 18.04 The Employer shall not be required to consider any applicant to a posting who has, within the prior six months, successfully bid on a vacancy for a full-time position.
- 18.05 Where no bargaining unit member applicant for a posting possesses the knowledge, skill, ability, qualifications and training of the position, they shall be notified in writing, with a copy to the Union. Once this has occurred, then the position may be filled from outside the bargaining unit. While nothing prevents the Employer from posting externally prior to the completion of an internal competition, applications from external candidates may not be reviewed or considered prior to a determination that no bargaining unit member applicant possesses the knowledge, skill, ability, qualifications and training of the position, and until notification has been given in writing to all internal candidates.
- 18.06 The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the employee may voluntarily return or be returned by the Employer to the position formerly occupied, without loss of seniority. If the Employer decides to fill a vacancy resulting from the posting, such vacancy may be filled on a temporary basis until the trial period is completed.
- 18.07 Vacancies anticipated to be less than six months in duration need not be posted. Such vacancies may be filled on a temporary basis, at the discretion of the Employer.
- 18.08 The name of the successful applicant will be posted on the Union bulletin board for a period of seven (7) calendar days following the successful applicant's first day in the new position.

## **ARTICLE 19 – LAYOFF**

- 19.01 For the purposes of this Article, a layoff means a cessation of work (including as a result of the elimination of a position within the bargaining unit) or a reduction by the Employer in regular hours of work, other than at the request of an employee or as a result of returning to regular hours following a temporary increase in hours of work offered by the Employer, as follows:
- (a) For full-time employees, a reduction in regular hours of work below 35 hours per week.

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- (b) For part-time employees, a reduction in regular hours of work in excess of 25% of an employee's regularly scheduled hours of work.

19.02 In the event of a proposed layoff, the Employer shall:

- (a) provide the Union with no less than six (6) weeks written notice of the proposed layoff; and
- (b) provide to the affected employee(s), if any, who will be laid off with no less than four (4) weeks written notice of layoff or pay in lieu thereof. All written notices will be copied to the Union.

19.03 In the event of a layoff, the following procedure will be followed:

- (a) The Employer will determine the affected classification(s) and how many full-time and/or part-time position(s) will be laid off.
- (b) The least senior employee in the affected classification and job category (i.e.: full-time or part-time) will be the first to be laid off. Subsequent layoffs shall proceed in reverse order of seniority within a given classification and job category.
- (c) Where an employee is to be laid off, the employee may elect to either accept the layoff, or to displace any less senior employee in any same or lower paid classification and in the same or a lesser job category (i.e. a full-time employee may displace a part-time employee), provided the displacing employee has the knowledge, skill, ability, qualifications and training to perform the normal required work. When notifying an employee of layoff, the Employer shall include a calculation of all termination and severance pay owed to the employee. It will also list all other possible monetary entitlements that may be owing to the employee and indicate when and how those amounts will be calculated.

The displacing employee shall notify the Employer of the election to exercise displacement rights and of the position claimed within seven (7) days of receiving notice of layoff. If an employee fails to notify the Employer within seven (7) days of receiving notice of layoff, the employee will be deemed to have accepted the layoff.

- (d) Any displaced employee shall be deemed laid off. For clarity, where a layoff results in a displacement, no additional notice to the Union under Article 19.02(a) is required. The notice, if any, required to be provided to a displaced employee is the amount of notice remaining in the initial notice period provided to the displacing employee under Article 19.02(b).

19.04 (a) An employee, other than a probationary employee, who is laid off shall have recall rights for a period of 24 months from the date of layoff.

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- (b) The Employer agrees to post vacancies and new positions during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure as bargaining unit members. Employees on recall shall have all job postings sent to their personal e-mail account on file with the Employer. The Employer shall request the employee's personal e-mail address at the time of layoff. It shall be the employee's responsibility to supply the Employer with their correct and current email address and any changes to same.
  - (c) Where a posting is for a position in the same classification and in the same or a lesser job category as the position an employee on layoff held immediately prior to the start of the layoff, that employee shall have super-priority over all other applicants, notwithstanding Article 18. Where multiple applicants have super-priority, the most senior applicant with super-priority shall be awarded the position.
  - (d) Where an employee on layoff would have super-priority for a position, the Employer shall notify the employee of the posting by sending registered mail to the employee's last address on record with the Employer, on the day the posting is made. Any posting where an employee may have super-priority shall not be posted for fewer than ten (10) days.

19.05 Any employee who receives notice of layoff may elect to forgo all recall and displacement rights otherwise applicable under this Article and agree that the employee's employment relationship with the Employer shall be deemed severed. Such an election shall be made in writing no later than the date the layoff takes effect or four weeks following the notice of layoff, whichever is later. An employee who elects to have the employment relationship deemed severed shall receive 1.25 weeks of severance pay per year of service to a maximum of thirty (30) weeks and any termination pay prescribed by the *Employment Standards Act, 2000*, less any notice or pay in lieu of notice already provided under this Article.

All Consumption Treatment Services (CTS) employees whose employment with SRCHC is severed as a direct result of the Ontario provincial government's 2024 announcement of the closure of CTS sites will receive an increased severance pay entitlement. For such employees, their severance entitlement shall be increased to 1.5 weeks of severance pay per year of service to a maximum of thirty (30) weeks.

19.06 In the event of a layoff of an employee entitled to benefits, the Employer shall pay its share of premiums with respect to extended health and dental benefits for two (2) months from the end of the month in which the layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first, conditional on approval from the Employer's benefits carrier.

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- 19.07 Where the employment contract of a temporary or contract employee is anticipated to end, they shall not be entitled to the full rights and benefits set out in Articles 19.01 to 19.06. However, they shall be entitled to at least four (4) weeks' notice that their contract will not be renewed, and the Union shall be entitled to the same notice. In addition, they shall retain their seniority for 6 months from the end of their contract and have a right to participate in the job posting procedure, as outlined in Article 18, as bargaining unit members during that time. The Employer will not be required to send job postings to such individuals.

## **ARTICLE 20—ESA JOB PROTECTED LEAVES**

- 20.01 The following job protected leaves shall be granted in accordance with the terms of the *Employment Standards Act, 2000*, provided they continue to exist in same:

Child Death Leave

Crime Related Child Disappearance Leave

Critical Illness Leave

Domestic or Sexual Violence Leave

Family Caregiver Leave

Family Medical Leave

Organ Donor Leave

Reservist Leave

## **ARTICLE 21—PUBLIC HOLIDAYS**

- 21.01 The Employer shall provide employees the following public holidays with pay:

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day

Civic Holiday

Labour Day

National Day of Truth and Reconciliation

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Thanksgiving Day

Christmas Day

Boxing Day

21.02 Where an employee agrees in writing to work on a public holiday, the employee may elect to either:

- a) receive regular wages for all hours worked on the public holiday, plus a substitute day off work with statutory holiday pay; or
- b) receive statutory holiday pay for the day plus premium pay for all hours worked on the holiday.

21.03 For employees identifying as Indigenous, National Indigenous People's Day (June 21 of each year) will be a public holiday in accordance with 21.01.

21.04 Employees regularly scheduled to work on a day that falls on a public holiday, where the Employer closes operations for the day, shall receive pay in lieu for that day for their hours normally worked.

Employees not regularly scheduled to work on a public holiday shall receive lieu time equal to their FTE to be scheduled at a mutually agreeable time between the employee and their manager.

## **ARTICLE 22 - VACATION**

22.01 All regular full-time and part-time employees and full-time and part-time temporary and contract employees on contracts greater than six (6) months shall receive annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows (days listed are for full-time employees and shall be pro-rated for part-time employees):

Less than one (1) year of service	1.67 days for each month worked
One (1) year of service	22 days
Three (3) years of service	25 days
Five (5) years of service	27 days

Twelve (12) years of service	30 days
Twenty-five (25) years of service	35 Days

22.02 Casual employees and temporary and contract employees on contracts of six (6) months or less are not entitled to the vacation entitlements outlined in Article 22.01. Instead, these employees shall receive vacation pay on each pay cheque as follows:

Less than five (5) years of employment - 6%

Five (5) or more years of employment - 8%

22.03 Notwithstanding Article 22.02, casual employees and temporary and contract employees on contracts of six (6) months or less may by written election choose to receive vacation pay in a lump sum on September 30 and March 31 of each year.

22.04 All vacation time must be approved in advance in accordance with the standard process set out in this Article. Deadlines for submitting vacation requests through the standard process shall be as follows:

For vacations falling in May, June, July and August, vacation requests shall be made no later than February 15. The vacation schedule for this period shall be posted no later than March 15. For vacations falling in September, October, November and December, vacation requests shall be made no later than May 15 and the vacation schedule for this period shall be posted no later than June 15. For vacations falling between January, February, March and April, vacation requests shall be made no later than September 15 and the vacation schedule for this period shall be posted no later than October 15.

Requests shall not be unreasonably denied, considering client needs and minimum coverage levels. Scheduling conflicts will be resolved on the basis of seniority.

Notwithstanding the above standard process, an employee may request vacation for a given period after the vacation schedule for the period has been posted. Such requests shall be granted on a first come, first-served basis. Conflicts between requests submitted on the same day will be resolved on the basis of seniority. Such requests shall not be unreasonably denied.

The Employer will send a general email reminder to all bargaining unit employees on November 15, reminding employees that all vacation entitlement for the vacation period/fiscal year is to be utilized prior to March 31. Employees may meet with their supervisor to confirm any outstanding vacation entitlement and schedule same. If an employee's vacation time has not been requested by December 15, the Employer may unilaterally schedule the employee's remaining vacation time.

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An individual employee's vacation schedule shall not be changed unless mutually agreed to by the employee and the Employer, except where changes are required due to client needs or in order to meet minimum coverage levels.

- 22.05 Sick days may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation. The Employer may request medical documentation to establish same.

It is understood that the Employer will reschedule vacation for an employee where it can be established by the employee that their vacation would be interrupted by an illness occurring immediately prior to the scheduled vacation. The Employer may request medical documentation to establish same.

- 22.06 Vacation pay will not accrue during any period of unpaid leave. Vacation time shall continue to accrue for eligible employees during pregnancy and parental leave and other ESA leaves of absence, as well as during any unpaid leave of absence that is related to a disability. Employees must utilize, or waive accrued vacation time prior to returning to work from such a leave. Accrued vacation will not be paid out if an employee does not return to active employment following such a leave.

- 22.07 Unused vacation may not be carried forward to the following fiscal year. Any unused vacation shall be paid out at the end of the fiscal year.

- 22.08 Subject to 22.06, accrued and unused vacation will be paid out when employment ends, on a pro-rated basis. If an employee uses credited vacation for a fiscal year and employment ends during the fiscal year but prior to the vacation having been accrued, the vacation overage amount will be deducted from the employee's final pay.

- 22.09 If an employee utilizes vacation time in excess of their entitlements, the Employer will notify the employee of this overage via email. The employee may choose how the Employer will recover the overage from their pay, available lieu time, or accumulated personal time (or any combination thereof). If the employee does not submit their choice via email to the Employer within 48 hours of receiving the Employer's email notification of the overage, the Employer will deduct the overage amount from the employee's available lieu time and accumulated personal time (in that order). If the employee does not have any available lieu time or accumulated personal time, it is agreed that the Employer will deduct the overage from the employee's pay on a reasonable repayment schedule.

- 22.10 Any employee who, on the date of ratification of this collective agreement, has a greater entitlement to vacation pay and/or vacation time than provided in this agreement, shall be red circled and shall permanently retain that

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entitlement, unless and until their service results in their vacation entitlement exceeding their entitlement on the date of ratification of the first collective agreement.

## **ARTICLE 23 – BENEFITS**

23.01 The Employer shall continue the following benefits programs for eligible employees, as they existed on the date of ratification:

Life Insurance

Accidental Death and Dismemberment

Long Term Disability (LTD)

Extended health benefits

Dental benefits

Travel benefits

Employee Assistance Program

23.02 LTD premiums are paid 100% by the employee. For all other benefits listed in 23.01, the Employer pays 100% of the premiums for eligible regular full-time employees and full-time temporary or contract employees on contracts greater than one (1) year. The Employer pays a pro-rated percentage of the premiums for regular part-time employees and part-time temporary or contract employees on contracts greater than one (1) year, and the employee pays the remaining portion. Casual employees and temporary and contract employees on contracts of one (1) year or less are not eligible for benefits, except for the Employee Assistance Program.

Should an employee who was hired on a contract of less than one (1) year be extended past twelve (12) months of active employment, they shall not be required to serve a waiting period for benefits and will have immediate eligibility.

23.03 Unpaid Sick Leave and Long-Term Disability Benefits

Employees who are unable to work due to illness, injury, or disability (and who do not have sufficient paid sick days to cover their absence) shall be granted a leave of absence without pay. Upon request from the Employer, employees must provide medical documentation related to their leave. The Employer shall cover the cost of requested medical documentation.

Employees eligible for Long-Term Disability (LTD) benefits may apply for such benefits after 119 days of being on a paid and/or unpaid sick leave.

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Seniority will continue to accrue during any such leave. Paid time entitlements will not accrue.

Unless an employee elects, in writing, not to continue receiving benefits during such leave, the Employer will continue to pay its contributions to benefits for eligible employees during such leave, for the period specified in this article. The employee must submit postdated cheques to the Employer to cover the employee-paid portion. Where an employee has been approved for LTD benefits, the Employer will continue to pay its contributions to benefits for eligible employees for a maximum of two (2) years from the first day of the leave. Where an employee has not been approved for LTD benefits, the Employer will continue to pay its contributions to benefits for eligible employees for a maximum of 119 days from the first day of the leave.

Employees will continue to be eligible to participate in HOOPP. Should an employee wish to contribute to HOOPP during the unpaid leave, the Employer will contribute at the usual rate on employee contributions made. During the qualifying period for LTD benefits, employees enrolled in HOOPP may apply for free accrual of the pension plan which is conditional upon approval from HOOPP.

- 23.04 The benefit plans referred to in this article, including the requirements for eligibility for benefits, shall be as more particularly described and set forth in the respective policies of insurance. The Employer reserves the right to change carriers/policies, provided an equivalent or better level of benefits is provided.
- 23.05 The Union shall be provided with a current copy of the Master policy of all insured benefits.
- 23.06 Where the Union has provided the Employer with at least three (3) working days' notice of any legal strike, the Union will reimburse the Employer for the continuation of extended health and dental benefits. The Employer shall invoice the Union and accept payment from the Union in advance of each two-week period to be covered. Any overpayment by the Union will be reconciled after the strike.

Where the Employer locks out its employees the same will apply.

## **ARTICLE 24 - PENSION PLAN**

- 24.01 All current employees enrolled in the Healthcare of Ontario Pension Plan (HOOPP) shall maintain their enrolment in the plan subject to its terms and conditions.
- 24.02 All new full-time employees shall enroll in the plan effective the first day of Employment and must remain in the plan until employment with the Employer ends.

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- 24.03 All other employees have the option to enroll in HOOPP effective the first day of Employment. Once the option to join HOOPP has been exercised the employee is required to remain in the plan until employment with the Employer ends.

## **ARTICLE 25 – JURY / WITNESS LEAVE**

- 25.01 The Employer shall grant a leave of absence without loss of seniority to an employee who serves as a juror or is subpoenaed as a witness in any court proceeding.
- 25.02 Regular full-time and part-time employees shall receive pay in the amount of the difference between the employee's normal earnings and the payment the employee receives for jury service or witness duty, excluding payment for travelling, meals, or other expenses, for up to two (2) weeks. The employee will present proof of service, and the amount of pay received. Casual employees and temporary and contract employees who are on contracts of six (6) months or less are not entitled to paid leave under this Article.
- 25.03 Time spent by any employee required to serve as a court witness, for the Employer and at the request of the Employer in a matter arising out of the employee's employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

## **ARTICLE 26 – BEREAVEMENT LEAVE**

- 26.01 Regular part-time and full-time employees and part-time and full-time temporary and contract employees on contracts greater than six (6) months shall be allowed a leave of up to three (3) consecutively scheduled working days without loss of regular pay from regularly scheduled hours due to the death of a member of the employee's immediate family (parent, spouse/partner, child, sibling, grandparent, grandchild) and the immediate family of the employee's spouse or of someone important to them.

Employees are not entitled to bereavement leave in the event of the death of a client unless they fall into one of the two categories identified above.

Employees are entitled to attend the service of a deceased client upon approval from their Manager.

Casual employees and temporary and contract employees who are on contracts of six (6) months or less are not entitled to paid leave under this Article.

- 26.02 Leave may be extended up to an additional three (3) days at the discretion of the Employer, taking into account geographical distances and individual circumstances.

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- 26.03 Employees must notify their supervisor of their intent to take bereavement leave prior to commencing their leave. Upon request, employees must provide evidence reasonable in the circumstances that they are eligible for bereavement leave.

## **ARTICLE 27 - PREGNANCY LEAVE**

- 27.01 Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, as amended, except where revised by this Article. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- 27.02 The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time they shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- 27.03 The employee shall reconfirm their intention to return to work on the date originally approved in 27.02 above by written notification received by the Employer at least two (2) weeks in advance thereof. An employee who wants to change their date of return to an earlier date must notify the Employer at least four (4) weeks prior to the new, earlier date. An employee who has not yet taken their full leave entitlement who wants to change their date of return to a later date must notify the Employer at least four (4) weeks prior to their last identified return date.
- 27.04 During pregnancy leave, the Employer shall provide a supplemental top-up payment equal to the difference between the payments received from E.I. and 80% of the employee's regular income for seventeen (17) weeks, subject to continued government legislation and approval. In the event that legislation changes such that the E.I. contribution falls below 55%, the Employer's top-up of the E.I. contributions shall not exceed 25% of the employee's regular pay. The Employer's top-up of the E.I. contributions shall not exceed \$7,500 maximum total for any one pregnancy and/or parental leave.
- 27.05 Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- 27.06 The Employer will continue to pay its share of the contributions to employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- 27.07 Subject to any changes to the employee's status which would have occurred had they not been on pregnancy leave, the employee shall be reinstated to the same job the employee had before the leave began or a comparable job,

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if the employee's old job no longer exists, at the same rate of pay.

## **ARTICLE 28 - PARENTAL LEAVE**

- 28.01 Parental leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, as amended, except where revised by this Article. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- 28.02 An employee who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- 28.03 For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- 28.04 An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. The employee's notice will indicate the employee's expected date of return.
- 28.05 During parental leave, the Employer shall provide a supplemental top-up payment equal to the difference between the payments received from E.I. and 80% of the employee's regular income for fifteen (15) weeks, subject to continued government legislation and approval. In the event that legislation changes such that the E.I. contribution falls below 55%, the Employer's top-up of the E.I. contributions shall not exceed 25% of the employee's regular pay.
- The Employer's top-up of the E.I. contributions shall not exceed \$7,500 maximum total for any one pregnancy and/or parental leave.
- 28.06 The employee shall reconfirm their intention to return to work on the date originally approved in 28.02 or 28.04 above by written notification received by the Employer at least two (2) weeks in advance thereof. An employee who wants to change their date of return to an earlier date must notify the Employer at least four (4) weeks prior to the new, earlier date. An employee who has not yet taken their full leave entitlement who wants to change their date of return to a later date must notify the Employer at least four (4) weeks prior to their last identified return date.
- 28.07 Credits for service and seniority shall accumulate for a period of up to sixty-one

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(61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.

- 28.08 The Employer will continue to pay its share of the contributions to employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- 28.09 Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to the same job the employee had before the leave began or a comparable job, if the employee's old job no longer exists, at the same rate of pay.
- 28.09 Upon request, an employee who has taken a pregnancy leave and a parental leave, or just a parental leave, shall be granted an additional six (6) months unpaid leave, without loss of seniority. The employee must provide this request one (1) month prior to their original expected date of return. Articles 29.05 to 29.07 (Unpaid Leaves of Absence) will apply to such leaves.

## **ARTICLE 29 – UNPAID LEAVES OF ABSENCE**

- 29.01 General unpaid leaves of absence for the purposes of travel, educational or research projects, or other reasons of the employee's choosing may be granted at the discretion of the Employer if requested on the following terms:
- A maximum of 3 months, and not less than 31 calendar days, granted after at least 3 consecutive years of service.
- A maximum of 1 year and not less than 31 calendar days, granted after at least 6 consecutive years of service.
- 29.02 An unpaid leave of a maximum of 6 months and not less than 31 calendar days may be granted after at least 3 consecutive years of service for the purposes of professional development. A request for professional development leave must have a direct relationship to the professional development of the employee, reflect the needs of the Employer, and enhance skills needed for the employee's particular job responsibilities.
- 29.03 Leaves shall be separated from one another by at least three (3) years of active service. A maximum of three (3) such leaves shall be granted per employee during the course of their employment with the Employer.
- 29.04 Leaves must be requested the following duration in advance of the start of the leave:

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For leaves up to 3 months' duration, three months in advance;

For leaves greater than 3 months' duration, six months in advance.

29.05 All vacation time and lieu time accumulation must be utilized prior to the commencement of a leave under this Article. Employees will not accumulate seniority or paid time entitlements during leaves of absence under this Article.

29.06 Subject to the approval of the applicable Insurance Carrier, employees may be entitled to continue some benefits during the leave of absence. In the event the employee opts to continue to pay for their portion of the benefits during the leave of absence, premiums for Extended Health and Dental benefits approved for continuation by the insurance carrier will be paid 50% by the employee and 50% by the Employer. Premiums for Life, AD&D and EAP approved for continuation by the insurance carriers will be paid 100% by the employee. The employee's portion of premiums must be paid in full by way of cheque, in advance, five (5) business days before the leave of absence begins. Long term disability and travel benefits cannot be continued during the leave.

29.07 HOOPP contributions will not be made during an unpaid leave of absence under this Article.

29.08 Discretionary Leave

The Employer recognizes that due to personal circumstances it may be necessary for an employee to be absent from work for a period greater than allowed for under other types of leave provided for in this Agreement. In such cases, the Employee may apply for an extended discretionary leave without pay and benefits. Such requests will be granted at the sole discretion of the Employer. Seniority will continue to accrue during such leave. Paid time off entitlements will not accrue.

## **ARTICLE 30 – UNION LEAVE**

Upon notification to the Employer, an employee elected, or appointed to represent the Union at Union functions, shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay and benefits. The Union shall notify the Employer at least four (4) weeks in advance of the dates required. Certain professionals may not take Union leave where it would constitute an act of professional misconduct or a dereliction of professional duty (e.g. health practitioners).

An employee who is elected or selected for a full-time position with the Local Union, CUPE National, or who is elected to public office shall be granted a leave of absence without loss of seniority up to a maximum of one year. Paid time entitlements will not accrue during such a leave. Except in the case of public office, during such

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leave of absence, salary and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and the Employer's contribution to said benefits.

## **ARTICLE 31 – PERSONAL TIME**

- 31.01 Regular full-time employees and full-time temporary and contract employees on contracts greater than six (6) months shall be granted thirty-five (35) hours paid personal leave per fiscal year (commencing April 1), which will be pro-rated if the employee only works part of the fiscal year. Regular part-time employees and part-time temporary contract employees on contracts greater than six (6) months shall be granted personal time on a prorated basis. Any unused personal time may not be carried over to the next fiscal year.
- 31.02 Casual employees and temporary and contract employees on contracts of six (6) months or less are not entitled to personal time.
- 31.03 Requests for personal time shall not be unreasonably denied. Where a request relates to a religious holiday, personal emergency, urgent medical appointment, or unforeseen family responsibility, the Employer shall not deny the request.
- 31.04 Whenever possible, arrangements for personal time will be made in advance with the Supervisor. The needs of clients and other staff must be taken into account when personal time is anticipated. It is recognized that in some cases it will be impossible to give prior notice.
- 31.05 Personal time can be taken in combination with vacation time, lieu time, bereavement leave and professional development.
- The Employer may deny an employee's request for personal time if it combines more than seven (7) hours of personal time with vacation time, lieu time, bereavement leave and/or professional development time.
- 31.06 If an employee utilizes personal time in excess of their entitlements, the Employer will notify the employee of this overage via email. The employee may choose how the Employer will recover the overage from their pay, available lieu time, and/or accumulated vacation time (or any combination thereof). If the employee does not submit their choice via email to the Employer within 48 hours of receiving the Employer's email notification of the overage, the Employer will deduct the overage amount from the employee's available lieu time and accumulated vacation time (in that order). If the employee does not have any available lieu time or accumulated vacation time, it is agreed that the Employer will deduct the overage from the employee's pay on a reasonable repayment schedule.
- 31.07 Personal time will not be paid out when employment ends. If an employee uses credited personal time for a fiscal year and employment ends during the fiscal year

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but prior to the personal time having been accrued (on a pro-rata basis), the overage amount will be deducted from the employee's final pay.

## **ARTICLE 32 – SICK DAYS**

- 32.01 Sick days are days for which an employee is required to be absent from work due to personal illness or disability or because they are caring for a member of the employee's immediate family (parent, spouse/partner, child, sibling, grandparent, grandchild) or legal dependent who is ill or disabled, without loss of regular pay from regularly scheduled hours. Sick leave may also be used for the purpose of attending medical appointments where an employee has no remaining personal days available.
- 32.02 The Employer may request a medical note to substantiate an absence of more than three (3) consecutive scheduled workdays, or in certain cases where an employee has been placed on an attendance management program or where the Employer has reasonable grounds to suspect that an employee may be misusing sick days. The Employer shall reimburse employees for all medical notes requested.
- 32.03 Regular full-time employees and full-time temporary and contract employees who are on contracts greater than six (6) months accrue 1.5 sick days per month. These employees may bank up to 90 sick days. Employees may take full or half sick days.
- 32.04 Regular part-time employees and part-time temporary and contract employees who are on contracts greater than six (6) months accrue and may bank sick days on a pro-rated basis relative to the entitlement of a full-time employee, as outlined in 31.03. Employees may take full or half sick days.
- 32.05 Casual employees and temporary and contract employees who are on contracts of six (6) months or less shall accrue sick days at a rate of 2.4 hours per 35 hours worked. These employees may bank up to 30 sick days. A minimum of 1 hour must be used at any given time.
- 32.06 Accrued sick days will not be paid out when employment ends.
- 32.07 If an employee utilizes sick days in excess of their entitlement, the Employer will notify the employee of this overage via email. The employee may choose how the Employer will recover the overage from their pay, available lieu time, accumulated personal time and/or accumulated vacation time (or any combination thereof). If the employee does not submit their choice via email to the Employer within 48 hours of receiving the Employer's email notification of the overage, the Employer will deduct the overage amount from the employee's available lieu time, accumulated personal time, and accumulated vacation time (in that order). If the employee does not have any available lieu time, accumulated personal time or

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accumulated vacation time, it is agreed that the Employer will deduct the overage from the employee's pay on a reasonable repayment schedule.

- 32.08 Employees must advise their supervisor of an absence as soon as possible, but at least one hour before they are expected to be at work.

### **ARTICLE 33 - HOURS OF WORK**

- 33.01 The regular hours for full-time employees are 35 hours per week.
- 33.02 Part-time employees are assigned regular hours of work upon commencement of employment, as identified in their offer letter. The regular hours of a part-time employee may be adjusted upon mutual agreement of the employee and the Employer.
- 33.03 Casual employees are assigned hours of work on an "as needed" basis at the discretion of the Employer.
- 33.04 In no instance will any employee be required to work more than six (6) consecutive days without receiving their day off, unless otherwise mutually agreed.
- 33.05 At no time shall an employee be scheduled for and at no time shall an employee work more than 44 hours per week.
- 33.06 A one-hour unpaid meal break must be taken by each employee during each shift that is at least five (5) hours long. Meal breaks will not be taken during the first or last hour of an employee's shift.
- 33.07 There shall be no split shifts.
- 33.08 Working Schedule
- The working schedules of employees, except Drivers, who are scheduled and whose schedules vary shall be posted in an appropriate place at least four (4) weeks in advance. Schedules for Drivers will be posted in an appropriate place at least one (1) week in advance. The schedules will be posted online and will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedules on request.
- 33.09 Reporting Pay
- If an employee who regularly works more than three (3) hours per day reports for any scheduled shift, they will be guaranteed at least three (3) hours of work, or if no work is available, will be paid at least three (3) hours (except when work is not available due to conditions beyond the control of the Employer).

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33.10 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld.

33.11 On Call

The Employer agrees to pay employees who are on call and who are not called in to work 3 hours pay at their regular rate for each eight hours required to be on standby.

33.12 Evening Premium

Employees shall be paid a shift premium of \$1.50 per hour for all hours worked between 2000 hours and 0700 hours.

Weekend Premium

Employees shall be paid a shift premium of \$1.50 per hour for all hours worked between 1700 hours Saturday to 0700 hours Monday.

**ARTICLE 34 – LIEU TIME**

34.01 Regular employees and temporary and contract employees on contracts greater than six (6) months shall accumulate lieu time at straight time where these employees work in excess of their regular hours of work, up to and including 44 hours per week. All authorized hours worked in excess of 44 hours per week shall accumulate at a rate of time and one-half.

34.02 Employees are expected to manage their time in order to minimize the accumulation of lieu time. Accumulation of lieu time must be approved by the employee's supervisor in advance, except in the case of a client emergency or extenuating client circumstances.

34.03 Where possible, lieu time must be taken within the calendar month that it accumulates. The utilization of lieu time must be approved by an employee's supervisor in advance. Requests to use accumulated lieu time will not be unreasonably denied, considering the needs of the organization and coverage requirements.

34.04 Accumulated lieu time that has not been used within the calendar month that it accumulates may be banked. Regular full-time employees and full-time temporary and contract employees on contracts of greater than six (6) months may bank up to a maximum of 35 hours of accumulated lieu time per year (September 1 to August 31). The maximum accumulation of lieu time that may be banked for regular part-time employees and part-time temporary and contract employees on contracts

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of greater than six (6) months will be calculated on a pro-rated basis. Any banked lieu time must be used within the year that it was accumulated. Requests to use banked lieu time must be submitted to the employee's supervisor at least two weeks prior to the date requested. Requests to use banked lieu time will not be unreasonably denied, considering the needs of the organization and coverage requirements.

Should a situation arise where an employee exceeds the 35-hour cap (prorated for part-time employees) and is unable to use the lieu time in excess of the 35-hour cap within the month that it accumulated, the employee will be paid out for those hours on the second payroll of the following month.

- 34.05 If an employee utilizes lieu time in excess of their accumulated entitlement, the Employer will notify the employee of this overage via email. The employee may choose how the Employer will recover the overage from their pay, accumulated personal time, and/or accumulated vacation time (or any combination thereof). If the employee does not submit their choice via email to the Employer within 48 hours of receiving the Employer's email notification of the overage, the Employer will deduct the overage amount from the employee's accumulated personal time and accumulated vacation time (in that order). If the employee does not have any accumulated personal time or accumulated vacation time, it is agreed that the Employer will deduct the overage from the employee's pay on a reasonable repayment schedule.
- 34.06 Unused accumulated lieu time will not carry over from year to year (September 1 to August 31). If an employee's accumulated lieu time has not been utilized by July 1, the Employer may unilaterally schedule the employee's remaining accumulated lieu time. Any unused accumulated lieu time will be paid out on the last payroll in September.
- 34.07 Unused accumulated lieu time shall be paid out when employment ends.
- 34.08 Casual employees and temporary and contract employees on contracts of six (6) months or less shall not accumulate lieu time and shall be paid on each paycheck for all hours worked in a given pay period.

## **ARTICLE 35 - WORKLOAD**

- 35.01 The parties agree that client care is enhanced if concerns relating to workload are resolved in a timely and effective manner.
- 35.02 Employees are encouraged to raise workload concerns with their immediate supervisor. In the event that within ten (10) calendar days, the workload concern is not addressed to the employee's satisfaction, the employee, or group of employees, may, within forty-eight (48) hours, submit their concerns in writing

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(with a copy to their immediate supervisor) to either the Joint Health and Safety Committee or the Labour Management Committee through their Union representative using the template workload complaint form attached at Appendix B. This form may be modified by the mutual agreement of the parties.

## **ARTICLE 36 – PROFESSIONAL DEVELOPMENT**

- 36.01 Regular full-time employees and full-time temporary and contract employees on contracts greater than six (6) months are entitled to 10 paid days (70 hours) of professional development time per year. For regular part-time employees and part-time temporary and contract employees on contracts greater than six (6) months, professional development entitlement shall be pro-rated. Professional development time will not carry over from one fiscal year to the next.
- 36.02 Regular full-time employees and full-time temporary and contract employees on contracts greater than six (6) months are entitled to financial assistance (pro-rated for part-time employees), up to the following maximum annual amounts (based on the categories of employees set out in Schedule "A"):
- Allied Health Professionals - \$1000
  - Community Health Staff: Community Health Worker/Outreach Worker and above on Schedule "A" - \$1000  
Community Health Staff: Program Facilitator and below on Schedule "A" - \$750
  - Administration - \$750
- 36.03 Professional development time and financial assistance are to be used for attendance at conferences, seminars, educational sessions, meetings of professional organizations, reading or study, job shadowing, and courses that are reflective of the vision, mission and work of the Employer, including mandatory and Employer directed training. Professional development time and financial assistance must be requested and approved by the Employer. In addition, financial assistance may be denied for professional development taken outside the province of Ontario if the Employer's funding agreements do not allow it.
- 36.04 An employee may use up to 30% of the professional development time provided for in 35.03 as reading or study days. Reading or study days may only be taken in half days.
- 36.05 Professional development time and financial assistance will not be paid out when employment ends. If an employee uses credited professional development time or financial assistance for a fiscal year and employment ends during the fiscal year but prior to the professional development time and financial assistance having been accrued, the overage amount will be deducted from the employee's final pay.

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- 36.06 If an employee utilizes professional development financial assistance in excess of their entitlements, the overage amount will be deducted from the employee's pay on a reasonable repayment schedule.
- 36.07 If an employee utilizes professional development time in excess of their entitlement, the Employer will notify the employee of this overage via email. The employee may choose how the Employer will recover the overage from their pay, available lieu time, accumulated personal time and/or accumulated vacation time (or any combination thereof).
- If the employee does not submit their choice via email to the Employer within 48 hours of receiving the Employer's email notification of the overage, the Employer will deduct the overage amount from the employee's available lieu time, accumulated personal time, and accumulated vacation time (in that order). If the employee does not have any available lieu time, accumulated personal time or accumulated vacation time, it is agreed that the Employer will deduct the overage from the employee's pay on a reasonable repayment schedule.
- 36.08 Casual employees and temporary and contract employees who are on contracts of six (6) months or less are not entitled to professional development time or financial assistance.

### **ARTICLE 37 - TECHNOLOGICAL CHANGE**

- 37.01 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Health Centre has decided to introduce which will significantly change the status of employees within the bargaining unit.
- 37.02 The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

### **ARTICLE 38 - WAGES**

- 38.01 The Employer shall pay wages semi-monthly in accordance with Schedule "A", which is attached to and incorporated into this Agreement.
- 38.02 The job classifications covered by this Agreement are set out in Schedule "A".
- 38.03 It is agreed that if any new bargaining unit job classifications are established during the life of this Agreement which are not covered by Schedule "A", the rate of pay for such new job classifications will be negotiated between the Employer and the Union.
- 38.04 The Employer will notify the Union of the elimination of any classifications.

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## **ARTICLE 39 - BULLETIN BOARD**

- 39.01 The Employer shall make available to the Union one (1) bulletin board, the placement of which shall be mutually determined by the parties, in each of the following work locations: 955 Queen St. E, 134 Sherbourne St., 1245 Danforth Ave., and 2 Gower St. In addition, the Employer shall make available to the Union one (1) electronic bulletin board.
- 39.02 The bulletin boards may be used by the Union for posting notices relating to official Union business such as: regular meetings, special meetings, seminars or Union activities.

## **ARTICLE 40 – RETROACTIVITY**

- 40.01 Any retroactive increases contained in the settlement shall be paid to all employees of South Riverdale Community Health Centre who worked during the term of the collective agreement, regardless of whether or not they are still in the employ of the Employer.

Lump sum retroactive payments will be paid out to current employees within sixty (60) days of ratification.

Notices of retroactivity payment shall be forwarded to all former employees of the Employer employed during the term of the Collective Agreement by registered mail to their last known address. Lump sum retroactive payment will be distributed to the former employee if they make a claim in writing within sixty (60) days from the date of registered mail notice. Upon receipt of the former employee's claim, SRCHC will issue payment within sixty (60) days.

Retroactivity payments will be reflected separately on the pay statement. On or before the day of that the retroactivity payment is issued, the Employer will email employees with the formula used to calculate their retroactive payment.

## **ARTICLE 41 – TERM OF AGREEMENT**

- 41.01 The term of this Agreement shall be from April 1, 2024, to March 31, 2027, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice of desire to amend or terminate in writing at least ninety (90) days and not less than thirty (30) days prior to the expiration date of this Agreement, or to any anniversary of such expiration date.

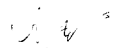
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## **ARTICLE 42— ADMINISTRATION OF THE AGREEMENT**

- 42.01 An up-to-date seniority list shall be sent to the Union in an electronic spreadsheet and posted on the Union electronic bulletin in June, September, December, and March of each fiscal year.
- 42.02 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving an arbitration award or written notice of ratification and shall subsequently provide each bargaining unit employee with an electronic copy of the collective agreement within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement.
- 42.03 The Union shall arrange to print copies of the Collective Agreement to be posted on each Union bulletin board. Should it receive individual requests from employees for printed copies of the Collective Agreement, the Union shall also arrange to print and provide the requested copies. The Union and the Employer shall share the reasonable costs of any printing required by this Article equally.

Dated this 18th day of December, 2024

For the Employer




  
Andrew Johnston (Jan 9, 2025 09:09 EST)

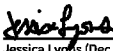
  
G Thorpe (Jan 9, 2025 09:50 EST)


  
Shannon Wiens (Jan 13, 2025 10:42 EST)

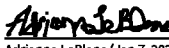
For the Union


  
Debby Yuk (Dec 18, 2024 14:00 EST)



  
Jessica Lyons (Dec 18, 2024 18:52 EST)

  
Ari Livadas (Dec 19, 2024 08:43 EST)

  
Adrianna LeBlanc (Jan 7, 2025 22:22 EST)

  
Orion Keresztesi (Jan 13, 2025 10:19 EST)

## **SCHEDULE "A"**

If, during the term of this agreement, the Employer receives additional funding for employee compensation it will notify the Union, and the parties will meet to negotiate allocation of the additional funding.

### **April 2024**

<b>Classification</b>	<b>Entry Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Administration</b>						
Team Lead	\$49,921	\$51,683	\$53,445	\$55,207	\$56,969	\$58,731
Service, Program and Clinical Assistant	\$45,591	\$46,169	\$46,748	\$47,326	\$47,904	\$48,482
<b>Allied Health Professionals</b>						
Nurse Practitioner	\$110,082	\$113,968	\$117,853	\$121,738	\$125,623	\$129,509
Outreach/Practice Facilitator (Registered Health Professional)	\$70,693	\$73,188	\$75,683	\$78,178	\$80,673	\$83,168
Registered Nurse	\$69,284	\$71,730	\$74,175	\$76,620	\$79,065	\$81,511
Chiropracist	\$69,284	\$71,730	\$74,175	\$76,620	\$79,065	\$81,511
Dietician	\$69,284	\$71,730	\$74,175	\$76,620	\$79,065	\$81,511
Respiratory Therapist	\$69,284	\$71,730	\$74,175	\$76,620	\$79,065	\$81,511
Physiotherapist	\$69,284	\$71,730	\$74,175	\$76,620	\$79,065	\$81,511
Social Worker MSW	\$69,284	\$71,730	\$74,175	\$76,620	\$79,065	\$81,511
Social Worker BSW	\$63,049	\$65,274	\$67,499	\$69,724	\$71,950	\$74,175
Counsellor	\$55,703	\$57,668	\$59,634	\$61,600	\$63,566	\$65,532
RPN	\$49,921	\$51,683	\$53,445	\$55,207	\$56,969	\$58,731
<b>Community Health Staff</b>						
Health Analyst	\$78,277	\$81,040	\$83,803	\$86,565	\$89,328	\$92,091
Program Coordinator	\$70,310	\$72,791	\$75,273	\$77,754	\$80,236	\$82,717
Health Promoter	\$69,284	\$71,730	\$74,175	\$76,620	\$79,065	\$81,511
Community Health Worker/Outreach Worker	\$55,703	\$57,668	\$59,634	\$61,600	\$63,566	\$65,532
Program Facilitator	\$45,591	\$46,169	\$46,748	\$47,236	\$47,904	\$48,482
Overdose Response Workers	\$55,703	\$57,668	\$59,634	\$61,600	\$63,566	\$65,532

Program Support Workers	\$45,591	\$45,873	\$46,155	\$46,437	\$46,719	\$47,001
Workers with Lived Experience Organizer	\$45,591	\$45,873	\$46,155	\$46,437	\$46,719	\$47,001
Workers with Lived Experience	\$45,591	\$45,873	\$46,155	\$46,437	\$46,719	\$47,001
Drivers	\$45,591	\$45,873	\$46,155	\$46,437	\$46,719	\$47,001
Childcare Workers	\$45,591	\$45,873	\$46,155	\$46,437	\$46,719	\$47,001

**April 2025 3.5%**

Classification	Entry Rate	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Administration</b>						
Team Lead	\$51,668	\$53,491	\$55,315	\$57,139	\$58,963	\$60,786
Service, Program and Clinical Assistant	\$47,187	\$47,785	\$48,384	\$48,982	\$49,581	\$50,179
<b>Allied Health Professionals</b>						
Nurse Practitioner	\$113,935	\$117,957	\$121,978	\$125,999	\$130,020	\$134,041
Outreach/Practice Facilitator (Registered Health Professional)	\$73,167	\$75,749	\$78,331	\$80,914	\$83,496	\$86,078
Registered Nurse	\$71,709	\$74,240	\$76,771	\$79,302	\$81,833	\$84,364
Chiropodist	\$71,709	\$74,240	\$76,771	\$79,302	\$81,833	\$84,364
Dietician	\$71,709	\$74,240	\$76,771	\$79,302	\$81,833	\$84,364
Respiratory Therapist	\$71,709	\$74,240	\$76,771	\$79,302	\$81,833	\$84,364
Physiotherapist	\$71,709	\$74,240	\$76,771	\$79,302	\$81,833	\$84,364
Social Worker MSW	\$71,709	\$74,240	\$76,771	\$79,302	\$81,833	\$84,364
Social Worker BSW	\$65,255	\$67,558	\$69,862	\$72,165	\$74,468	\$76,771
Counsellor	\$57,652	\$59,687	\$61,722	\$63,756	\$65,791	\$67,826
RPN	\$51,668	\$53,492	\$55,316	\$57,139	\$58,963	\$60,786
<b>Community Health Staff</b>						
Health Analyst	\$81,017	\$83,876	\$86,736	\$89,595	\$92,454	\$95,314
Program Coordinator	\$72,770	\$75,339	\$77,907	\$80,475	\$83,044	\$85,612
Health Promoter	\$71,709	\$74,240	\$76,771	\$79,302	\$81,833	\$84,364
Community Health Worker/Outreach Worker	\$57,652	\$59,687	\$61,722	\$63,756	\$65,791	\$67,826

Program Facilitator	\$47,187	\$47,749	\$48,384	\$48,982	\$49,581	\$50,179
Overdose Response Workers	\$57,652	\$59,687	\$61,722	\$63,756	\$65,791	\$67,826
Program Support Workers	\$47,187	\$47,479	\$47,770	\$48,062	\$48,354	\$48,646
Workers with Lived Experience Organizer	\$47,187	\$47,479	\$47,770	\$48,062	\$48,354	\$48,646
Workers with Lived Experience	\$47,187	\$47,479	\$47,770	\$48,062	\$48,354	\$48,646
Drivers	\$47,187	\$47,479	\$47,770	\$48,062	\$48,354	\$48,646
Childcare Workers	\$47,187	\$47,479	\$47,770	\$48,062	\$48,354	\$48,646

**April 2026 3.5%**

<b>Classification</b>	<b>Entry Rate</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
<b>Administration</b>						
Team Lead	\$53,477	\$55,364	\$57,252	\$59,139	\$61,027	\$62,914
Service, Program and Clinical Assistant	\$48,838	\$49,458	\$50,077	\$50,697	\$51,316	\$51,935
<b>Allied Health Professionals</b>						
Nurse Practitioner	\$117,923	\$122,085	\$126,247	\$130,409	\$134,571	\$138,733
Outreach/Practice Facilitator (Registered Health Professional)	\$75,728	\$78,400	\$81,073	\$83,746	\$86,418	\$89,091
Registered Nurse	\$74,219	\$76,838	\$79,458	\$82,077	\$84,697	\$87,316
Chiropodist	\$74,219	\$76,838	\$79,458	\$82,077	\$84,697	\$87,316
Dietician	\$74,219	\$76,838	\$79,458	\$82,077	\$84,697	\$87,316
Respiratory Therapist	\$74,219	\$76,838	\$79,458	\$82,077	\$84,697	\$87,316
Physiotherapist	\$74,219	\$76,838	\$79,458	\$82,077	\$84,697	\$87,316
Social Worker MSW	\$74,219	\$76,838	\$79,458	\$82,077	\$84,697	\$87,316
Social Worker BSW	\$67,539	\$69,923	\$72,307	\$74,690	\$77,074	\$79,458
Counsellor	\$59,670	\$61,776	\$63,882	\$65,988	\$68,094	\$70,200
RPN	\$53,477	\$55,364	\$57,252	\$59,139	\$61,027	\$62,914
<b>Community Health Staff</b>						
Health Analyst	\$83,852	\$86,812	\$89,771	\$92,731	\$95,690	\$98,650

Program Coordinator	\$75,319	\$77,976	\$80,634	\$83,292	\$85,950	\$88,609
Health Promoter	\$74,219	\$76,838	\$79,458	\$82,077	\$84,697	\$87,316
Community Health Worker/Outreach Worker	\$59,670	\$61,776	\$63,882	\$65,988	\$68,094	\$70,200
Program Facilitator	\$48,838	\$49,458	\$50,077	\$50,697	\$51,316	\$51,935
Overdose Response Workers	\$59,670	\$61,776	\$63,882	\$65,988	\$68,094	\$70,200
Program Support Workers	\$48,838	\$49,140	\$49,442	\$49,744	\$50,047	\$50,349
Workers with Lived Experience Organizer	\$48,838	\$49,140	\$49,442	\$49,744	\$50,047	\$50,349
Workers with Lived Experience	\$48,838	\$49,140	\$49,442	\$49,744	\$50,047	\$50,349
Drivers	\$48,838	\$49,140	\$49,442	\$49,744	\$50,047	\$50,349
Childcare Workers	\$48,838	\$49,140	\$49,442	\$49,744	\$50,047	\$50,349

*\*These are Full-Time Equivalent rates. The rates for employees who work less than full-time are prorated. The hourly rate for employees who are paid hourly is the salary amount identified above divided by 1820 hours.*

*Full-time employees will move on the wage grid in accordance with years of service and part-time and casual employees will move up the grid based on hours worked (with 1820 hours equaling one (1) year).*

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## **APPENDIX B: WORKLOAD COMPLAINT FORM**

Employees are encouraged to raise their concerns regarding workload with their immediate supervisor. In the event that within ten (10) calendar days, the workload concern is not addressed to the employee's satisfaction, the employee, or group of employees, may, within forty-eight (48) hours, submit their concerns in writing (with a copy to their immediate supervisor) to either the Joint Health and Safety Committee or the Labour Management Committee through their Union representative using this form.

All sections of the form **must** be completed prior to submission for review.

The parties agree that patient care is enhanced if concerns relating to workload are resolved in a timely and effective manner.

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### **SECTION 1: GENERAL INFORMATION**

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Name(s) of Employee(s) Reporting (Please Print)

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Unit/Area/Program: \_\_\_\_\_ Date of Occurrence: \_\_\_\_\_

Site/Location: \_\_\_\_\_ Time of Occurrence: \_\_\_\_\_

Shift Length: \_\_\_\_\_

Name of Manager/Supervisor: \_\_\_\_\_ Time Notified: \_\_\_\_\_

Date Form Submitted to Employer: \_\_\_\_\_

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### **SECTION 2: WORKING CONDITIONS**

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In order to effectively resolve workload issues, please provide detail about the working conditions at the time of the occurrence by providing the following information:

Type of Work Being Performed (please describe):

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Number of Staff on Duty \_\_\_\_\_

Usual Number of Staff on Duty \_\_\_\_\_

If there was a shortage of staff at the time of the occurrence, please provide details about why there was a shortage:

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**SECTION 3: DETAILS OF OCCURRENCE**

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Is this an:      Isolated Incident      Ongoing Problem     *(Check One)*

I/We the undersigned, believe that I was/we were given an assignment that was excessive or inconsistent with quality patient care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/work assignment below, including what happened, how the assignment was inconsistent with quality patient care and/or created an unsafe work environment, where the incident happened:

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**SECTION 4: REMEDY**

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a) At the time the workload issue occurs, discuss the issue within the unit/area/program to develop strategies to meet patient care needs. Provide details of how it was or was not resolved:

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b) Failing resolution at the time of the occurrence, seek immediate assistance from your immediate supervisor/manager who has responsibility for timely resolution of workload issues. Discussion details:

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c) Was it resolved      Yes              No

Provide details of how it was or was not resolved:

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**SECTION 5: RECOMMENDATIONS**

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To correct this problem, I/we recommend:

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**SECTION 6: EMPLOYEE SIGNATURE(S)**

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone#: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone#: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone#: \_\_\_\_\_

Email: \_\_\_\_\_

**SECTION 7: MANAGEMENT COMMENTS**

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The manager (or designate) will provide a written response to the individual(s) with a copy to the Bargaining Unit President. Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable:

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## **APPENDIX C:**

<b>HEALTH SUMMARY</b>	
<b>Calendar Year Deductible: (per person/per family)</b>	\$10 / \$20 (excluding Hospital Accommodation, Vision)
<b>Maximums</b> Overall Health Maximum:	Unlimited
<b>Your Co-pay</b> All Other Health Benefits:	0%
<b>Your Plan Covers</b>	<b>Maximum plan pays</b>
<b>Prescription Drugs</b>	Unlimited
<b>Hospital Accommodation</b>	Semi-Private or Private room
<b>Hearing Care</b>	\$250 every 24 months
<b>Orthotics/Orthopedic Footwear</b>	
Custom boots or shoes:	\$200 every calendar year
Custom Orthotics	\$500 every two (2) calendar years
Footwear as an integral part of a brace:	\$200 every calendar year
Modifications and repairs to Orthopedic shoes:	\$200 every calendar year
<b>Private Duty Nursing</b>	\$10,000 every calendar year
<b>Paramedical Practitioners</b>	
Chiropractor, Chiropodist/Podiatrist, Naturopath, Osteopath	\$400 every calendar year per type of practitioner with no co-pays
Registered Massage Therapist	\$500 per year
Physiotherapist, Speech Therapist, Occupational Therapist	\$400 combined every calendar year
Psychologist, Social Worker, Psychotherapist	Up to \$2000 every calendar year
<b>Vision</b>	
Eyeglasses or contact lenses or medically necessary contact lenses	\$500 every 24 months

# **LETTER OF UNDERSTANDING**

Between

**SOUTH RIVERDALE COMMUNITY HEALTH CENTRE**

(“the Employer”)

–and–

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 5399**

(“the Union”)

**RE: Benefits Enrolment Opt-out Under Previous LOU “RE: Definition/Categories of Employees”**


The parties agree the following:

1. The previous LOU "RE: Definition/Categories of Employees" allowed for a gradual application of certain provisions of the first collective agreement to certain employees. Paragraph 8 of the previous LOU also allowed certain employees to opt-out of enrolment in the Employer's benefits program.
2. The Employer states that the purpose of the previous LOU has been completed and all provisions of the collective agreement apply, as appropriate, to all current bargaining unit employees, except for two employees who opted out of benefits enrolment in accordance with the previous LOU. The two bargaining-unit members are exempt from the application of Article 4 for the purposes of benefits enrolment only. Those two bargaining-unit employees are Mona Doiron and Terri McMahon.
3. The previous LOU is not renewed and is replaced by this LOU which is specific to those two bargaining-unit members.
4. The two bargaining-unit members will continue to be exempt from enrolling in the Employer's benefits program, unless they choose to enrol in the benefits program within 60 calendar days of ratification


CONT:

For the Employer

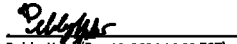


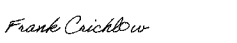
  
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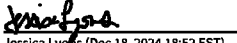
  
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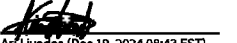
  
Shannon Wiens (Jan 13, 2025 10:42 EST)


For the Union

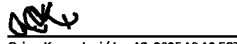
  
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Frank Cricklow

  
Jessica Lyons (Dec 18, 2024 18:52 EST)

  
Ari Livadas (Dec 19, 2024 08:43 EST)

  
Adrianna LeBlanc (Jan 7, 2025 22:22 EST)

  
Orion Keresztesi (Jan 13, 2025 10:19 EST)

# **LETTER OF UNDERSTANDING**

Between

**SOUTH RIVERDALE COMMUNITY HEALTH CENTRE**

(“the Employer”)

–and–

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 5399**

(“the Union”)

RE: Job Evaluation

The parties agree to the following:

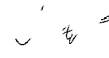
1. The Employer states that it achieved pay equity in 1997 using the proxy method of job comparison for achieving pay equity.
2. In addition to achieving pay equity, the Employer recognizes its obligation to maintain pay equity, pursuant to section 7 of the *Pay Equity Act*.
3. The Employer recognizes that it is not appropriate that there be a single pay equity plan for both the bargaining unit and non-bargaining unit employees of the Employer. Accordingly, the plan will be split and there will be one plan that covers only the bargaining unit employees of the Employer.
4. The parties agree to meet within one (1) year of ratification of this Agreement to review and discuss the Employer’s pay equity plan for bargaining unit employees. The review will include:
  - a. Review of the appropriate evaluation tool and methods for gathering the relevant job classification information to enable the completion of a pay equity review which will involve the posting of a revised Pay Equity Plan for the members of the bargaining unit.
  - b. Review of the compensation of all female job classes identified in the Employer’s pay equity plan, to ensure that all female job classes continue to be paid as much as their male comparators. The Employer will obtain and


share with the Union information relating to the comparator male job classes. If gaps are identified, the parties will negotiate a payment plan in order to eliminate same.


- c. Review of any changes to the existing female job classes identified in the Employer's pay equity plan, including changes to duties and responsibilities, for possible pay equity impacts.
  - d. Review of new female job classes, to ensure that every new female job class achieves and maintains pay equity. The Employer will take the steps necessary to compare new female job classes to male comparators using the proxy method of comparison and will share that information with the Union. If gaps are identified, the parties will negotiate a payment plan in order to eliminate same.
5. The Union may provide written recommendations regarding pay equity to the Employer following the process outlined above. The Employer will respond in writing to any recommendations provided within thirty (30) days of receipt of same.
  6. The Employer and the Union recognize their duties with respect to the maintenance of pay equity under the *Pay Equity Act*. The parties will consider pay equity and the maintenance of same, including any changes in the workplace that may impact pay equity, during any collective bargaining that will impact the compensation of bargaining unit employees.
  7. If there is a dispute with respect to the tool, methods or results, the parties may mutually agree that the item(s) in dispute will be put in front of a third-party mediator to assist the parties in reaching resolution.

Dated this 18th day of December, 2024


For the Employer


  
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Andrew Johnston (Jan 9, 2025 09:09 EST)

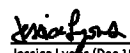
  
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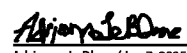
For the Union


  
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**LETTER OF UNDERSTANDING**

Between

**SOUTH RIVERDALE COMMUNITY HEALTH CENTRE**

("the Employer")

–and–

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 5399**

("the Union")

RE: Health and Safety Committee

The parties agree to the following:


Within six months of ratification of the collective agreement, the Health and Safety Committee will meet to review the Committee's Terms of Reference

Dated this 18th day of December, 2024

For the Employer

For the Union

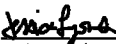
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**LETTER OF UNDERSTANDING**

**Between**

**SOUTH RIVERDALE COMMUNITY HEALTH CENTRE**

**("the Employer")**

**-and-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5399**

**("the Union")**

**RE: Mental Health Hazards**

The following language will be added to the Joint Health and Safety Committee terms of reference:

Building upon SRCHC’s existing policies and programs, the Employer, in consultation with the Joint Health and Safety Committee (JHSC), will develop a mental health hazard prevention policy and program, to be reviewed annually by the JHSC.


Risk assessments for mental health hazards, including assessing psychological safety, will be conducted by the JHSC annually.

Dated this 18th day of December, 2024


For the Employer

For the Union

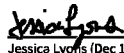


  
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# **LETTER OF UNDERSTANDING**

**Between**

**SOUTH RIVERDALE COMMUNITY HEALTH CENTRE**

**("the Employer")**

**-and-**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5399**

**("the Union")**

RE: Recognition of Prior Experience

When determining at which step on the wage grid in Schedule "A" a new hire begins, the Employer will consider related prior experience obtained outside SRCHC in the manner set out below.

## **Criteria for Placing New Hires on SRCHC Salary Scale**


1. New employees seeking to be placed above the entry level rate on the wage grid will be required to provide an employment verification letter and/or volunteer verification letter for workers with lived experience showing the following criteria:
  - a. Name
  - b. Name of the organization where the experience was obtained
  - c. The contact information of the person completing the employment and/or volunteer verification letter
  - d. The title of the position held relevant to the SRCHC position for which credit for experience is requested
  - e. If the experience was earned as a part-time employee, the accumulated hours worked in the position
  - f. If the experience was earned as a full-time employee, the dates of employment worked in the position (this is then converted into hours using the calculation of a maximum of 1820 hours credited for each full year of service)
  - g. A position description for the position held, relevant to the SRCHC position for which credit for experience is requested
  - h. For workers with lived experience, the Employer will also recognize informal experience that is relevant to their role and cannot be verified in the above manner

2. The letter must be on the letterhead of the organization providing the information and dated and signed by a representative from that organization with the authority to provide such information. All documentation must be submitted no later than 60 calendar days following the employee's start date with SRCHC. No prior experience will be considered or credited if not submitted in accordance with paragraphs 1 and 2 of this Letter of Understanding.
3. Existing employees hired from date of ratification, December 7, 2021, may seek an adjustment to their placement on the wage grid for their position at time of hire, by submitting documentation as set out in paragraphs 1 and 2 of this Letter of Understanding. All documentation must be submitted no later than 60 days following date of ratification, November 6, 2024. Any adjustment to the employee's initial wage grid placement that is granted by the Employer will be retroactive to the employee's date of hire, and extend for the period in which the employee held the position.
4. The Employer will use the criteria described above to assess related prior experience and determine wage grid placement. The Employer will exercise its discretion when considering the comparability of position(s) and/or informal experience submitted, to determine wage grid placement in a manner that is not arbitrary, discriminatory or in bad faith.
5. Any adjustments to the employee's initial wage grid placement that are granted by the Employer will be made retroactive to the affected employee's date of hire.
6. Grievances alleging that the Employer has exercised its discretion in assessing wage grid placement in a manner that is arbitrary, discriminatory or in bad faith will be filed in accordance with the time limits in the collective agreement.

Dated this 18th day of December, 2024

For the Employer

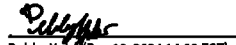
  
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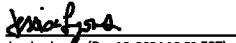
  
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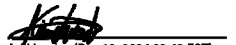
  
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