

COLLECTIVE AGREEMENT

Between

THE McCALL CENTRE FOR CONTINUING CARE
(Hereinafter called the "Hospital")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3874
(Hereinafter called the "Union")

Expires: September 28, 2023

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PREAMBLE

The general purpose of this agreement is to establish and maintain collective bargaining relations between the Hospital and employees covered by this agreement, to provide for ongoing means of communication between the Union and the Hospital and the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory wages, and other conditions of employment in accordance with the provisions of this agreement.

It is recognized that the Union and the employees wish to work efficiently together with the Hospital to secure the best possible care for patients.

ARTICLE 1 - RECOGNITION

1.01 The Hospital recognizes the Union as the exclusive bargaining agent for all employees of Extencicare (Canada) Inc., at The McCall Centre for Continuing Care in the Municipality of Metropolitan Toronto, save and except supervisors, persons above the rank of supervisor, paramedical personnel, office and clerical employees, and any person, who any trade union held bargaining rights as of October 6, 1989.

A full time employee is an employee who is regularly scheduled to work seventy (70) hours or greater in a biweekly pay period.

A part-time employee is an employee who is regularly scheduled to work less than seventy (70) hours in a biweekly pay period.

A casual employee is an employee who is not regularly scheduled. The terms and conditions of this Agreement set out for part-time employees will apply to casual employees unless specifically set out otherwise. It is understood that a casual part-time employee cannot consistently or unreasonably refuse shifts.

1.02 No employee shall be required or permitted to make a written or verbal agreement with the Hospital or its representatives or the Union which conflicts with the terms of this Collective Agreement.

1.03 The term employee(s) where referred to in this collective agreement shall mean any classification covered by the certification order dated October 31, 1989, between Canadian Union of Public Employees and The McCall Centre for Continuing Care and any subsequent amendments mutually agreed upon by the parties.

ARTICLE 2 - RELATIONSHIP

2.01 All employees who are in the employ of the Hospital at the signing date of this Agreement and all new employees who enter the employ of the Hospital after the Agreement has been signed, shall as a condition of employment, be subject to regular monthly union dues to be deducted from their wages and remitted to the Union.

2.02 The Hospital shall not discriminate against any employee because of membership or non-membership or activity in the union so long as such activities are not carried on during working hours, except as specifically permitted by this Agreement.

The parties hereto agree that there shall not be discrimination against any employee either in employment or Union membership because of race, creed, colour, nationality, ancestry, place of origin, political affiliation or by reason of lawful union activity which is permitted under the terms of this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Hospital and without limiting the generality of the foregoing it is the exclusive function of the Hospital to:

- (a) determine and establish standards and procedures for the care, welfare, safety and comfort of the Residents of the Hospital;
- (b) to maintain order, discipline, efficiency and in connection therewith to establish and enforce rules and regulations;
- (c) to hire, transfer, lay-off, promote, demote, classify and assign duties;
- (d) to discharge, suspend or otherwise discipline employees for just cause;
- (e) to plan, direct and control the work of the employees and the operations of the Hospital.

It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the terms of this Agreement.

3.02 The Hospital shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off is not a breach of this provision. This clause will not apply to the ad hoc use of agency or registry staff for single shift coverage of vacancies due to illness or leaves of absence.

3.03 The Union agrees there shall be no strikes and the Hospital agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 4 - UNION SECURITY

4.01 The Hospital shall deduct, once each paid period from the pay of each employee as of their date of hire, an amount equal to the regular monthly union dues, initiation and assessment fees as certified by the Local Union. The Hospital will remit to the National Secretary Treasurer no later than the (15th) day of the month following the month in which, all monies are deducted.

The Union shall indemnify and hold the Hospital harmless with respect to all claims and demands made against the Hospital by any employee arising out of the deduction from the pay of any such employee and the remittance to the Union by the Hospital of Union dues or assessments under this Article.

4.02 The Hospital will provide each employee with a T4 showing the dues deducted in the previous year.

4.03 The Hospital shall notify the Union of all new employees within ten (10) calendar days of commencing employment.

4.04 Effective October 1, 2021:

4.04 a) The Hospital will provide the Union with a list monthly of all new hires, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Hospital's payroll system.

b) The Hospital will provide the Union with the current mailing address

and phone number(s) it has on record of all members of the bargaining unit twice a year (October and April) in electronic form.

- 4.05 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Hospital for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement.

Such meetings may be arranged collectively or individually for employees by the Hospital as part of the orientation program.

4.06 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not normally work on any jobs which are included in the bargaining unit which shall reduce the hours of work or pay of any bargaining unit employee.

For purposes of the above, performing work for the purpose of instruction, new methods, responding to unusual working conditions and when bargaining unit employees are not available, are excluded.

ARTICLE 5 - UNION REPRESENTATION

- 5.01 The Hospital shall recognize as stewards not more than five (5) employees, provided such employees have acquired seniority under the terms of this Agreement and the Union shall notify the Hospital in writing of the names of such employees and any changes as they occur.

- 5.02 The Union acknowledges that the stewards and members of the Grievance and Negotiation Committees will continue to perform their regular duties on behalf of the Hospital, and that such persons will not leave their duties without first obtaining permission from their immediate Supervisor, (such permission shall not be unduly withheld) and on the completion of such duties will report back to their immediate Supervisor. in accordance with this understanding, such employee will be compensated by the Hospital for all regularly scheduled time lost in meetings with the Hospital, whether on or off Hospital premises, for such time spent either in matters properly arising out of this Agreement or in the negotiations for renewal and amendment of the Agreement as provided for in Article 25.01.

The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when dealing with or negotiating with the Hospital. Such representative shall have access to the Hospital's premises through the Administrator in order to investigate and assist in the settlement of a grievance.

5.03 The Hospital agrees to recognize a Union Negotiating Committee composed of three (3) employee representatives of the Union. The Hospital agrees to pay members of the negotiating committee at their base rate of pay for all time that they were scheduled to work, spent in negotiations for a renewal agreement up to and including conciliation. Nothing in this provision is intended to preclude the union negotiating committee from having the assistance of any representative of the Canadian Union of Public Employees when negotiating with the Hospital.

When negotiations begin or end within ten (10) hours of a negotiating committee member's scheduled shift, the Hospital will endeavour to provide a one day's leave of absence without pay, but without loss of benefits, to provide a sufficient rest break if the employee so requests. Such request shall not be unreasonably denied. Such leave shall be considered leave of absence for union business.

5.04 Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee during the term of this Agreement, the following shall apply,

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this agreement

Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

It is understood that joint meetings with other Labour-Management Committees in the Hospital may be scheduled concerning issues of mutual interest if satisfactory to all concerned.

ARTICLE 6 - GRIEVANCE & ARBITRATION PROCEDURE

6.01 For purpose 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.

6.02 At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Hospital shall notify the employee of this right in advance.

6.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of adjusting his/her complaint. Such complaint shall be discussed with his/her immediate supervisor within nine (9) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following advice of his/her immediate Supervisor's decision in the following manner and sequence:

STEP NO.1

The employee may submit a written grievance signed by the employee to his/her immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The immediate supervisor will deliver his/her decision in writing within nine (9) calendar days following the day on which the grievance was presented to him/her. Failing settlement, then:

STEP NO. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to his/her Department Head who will deliver his/her decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. This step may be omitted where the employee's immediate supervisor and Department Head are the same person. Failing settlement, then:

STEP NO. 3

Within nine (9) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Hospital Administrator or his/her designee. A meeting will then be held between the Hospital Administrator or his/her designee and the Grievance Committee within nine (9) calendar days of the submission of the grievance at Step No. 3 unless

extended by agreement of the parties. It is understood that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Hospital Administrator or his/her designee may have such counsel and assistance as he/she may desire at such meeting. The decision of the Hospital shall be delivered in writing within nine (9) calendar days following the date of such meeting.

6.04 A complaint or grievance arising directly between the Hospital and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

6.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department Head or his designee within nine (9) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

6.06 A claim by an employee that he/she has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Hospital at Step No. 3 within nine (9) calendar days of the employee receiving written confirmation of the suspension or discharge. The union will receive a copy of such letters of suspension or discharge. Such special grievance may be settled under the grievance or Arbitration Procedure by:

- (a) confirming the Hospital's action in dismissing the employee; or
- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) by any other arrangement which may be deemed just and equitable.

Wherever the Hospital deems it necessary to suspend or discharge an employee, the Hospital agrees that it will not suspend, discharge or

otherwise discipline an employee who has completed her probationary period without just cause.

- 6.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 6.08 All agreements reached under the grievance procedure between the representative of the Hospital and the representative of the Union will be final and binding upon the Hospital and the Union and the employees.
- 6.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the province of Ontario shall have power to affect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such an arbitrator within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 6.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 6.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 6.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 6.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the

decision of the chairman will be final and binding upon the parties hereto and the employee or employees concerned.

- 6.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 6.15 The time limits set out in the grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44 (6) of the Labour Relations Act.
- 6.16 Wherever Arbitration Board is referred to in this Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 7 - SENIORITY

- 7.01 A new employee will be considered on probation until he/she has completed 337.5 hours of work within any twelve (12) calendar months from last date of hire. Upon completion of the probationary period he/she shall be credited with seniority from date of last hire. With the written consent of the Hospital, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension. The termination of a probationary employee shall be based on a fair and proper assessment against reasonable standards of performance and suitability.
- 7.02 Employees will accumulate seniority on the basis of their continuous service in the bargaining unit from their last date of hire and will be calculated on the basis of hours paid except as otherwise provided herein.
- 7.03 Seniority will operate on a bargaining unit wide basis and employees hired prior to the signing of this Collective Agreement will be credited with seniority based on their actual date of last hire with the Employer.
- 7.04 Temporary employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. The Employer will notify the Union upon hiring

of all temporary employees. The period of employment of such persons will not exceed the absentee's leave.

This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed the probation period will be credited with the appropriate seniority.

The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

7.05 Effective for employees transferred out of the bargaining unit.

- (a) It is understood that an employee shall not be transferred by the Hospital to a position outside the bargaining unit without his/her consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit he/she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his/her return to the bargaining unit.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months he/she shall accumulate seniority during the period of time outside the bargaining unit.

7.06 An employee shall lose all seniority and service and shall be deemed to have terminated if she:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Hospital of such absence and providing to the Hospital a satisfactory reason;
- (e) has been laid off in excess of twenty-four (24) months;

- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Hospital through registered mail addressed to the last address on the records of the Hospital, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall;
- (g) is absent for more than thirty-six (36) months because of sickness or physical disability or both, or by reason of absence while on WSIB. Prior to the automatic termination of employees under this clause, the Hospital agrees to review the employee's status to ensure that any action taken by the Hospital complies with the Human Rights Code;
- (h) is a casual employee who has not worked other than for reasons beyond their control, when work has been made available to her for a period of three (3) calendar months.

7.07

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Hospital, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, and the benefits concerned appropriately reduced on a pro rata basis. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of absence, except that the hospital will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of WSIB benefits. Notwithstanding this provision, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.
- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during pregnancy and parental leave, or for a period of eighteen (18) months if an employee's absence is due to a disability resulting in WSIB benefits, or for a period of one (1) year if an employee's unpaid absence is due to an illness.

ARTICLE 8 - HOURS OF WORK & OVERTIME

8.01 (a) The following is intended to define the normal hours of work for the full time employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

(b) The regular hours of work shall be seven and one-half (7½) hours per day, exclusive of a half hour unpaid meal break. The regular bi-weekly hours of work shall be seventy-five (75) hours.

8.02 Call-In Shifts

All call-in shifts shall be offered in rotating order of seniority to those employees on the availability list at non-overtime rates up to seventy-five (75) hours.

(a) Part-time employees shall not be scheduled on a regular basis for more than forty-eight (48) hours per pay period excluding half (1/2) hour unpaid meal breaks.

(b) Casual employees shall not be called in on a regular basis to work more than forty-two (42) hours per pay period exclusive of a half (1/2) hour unpaid meal breaks and in no circumstances, will any Casual employees ever be scheduled.

8.03 The Hospital will schedule one fifteen (15) minute rest period for each full half scheduled shift.

8.04 Employees performing authorized overtime work exceeding a three (3) hour duration, shall receive a paid rest period of fifteen (15) minutes.

8.05 Authorized time worked in excess of seven and one-half (7½) hours per day or seventy-five (75) hours in a bi-weekly period shall be considered overtime payable at the rate of time and one half (1½) the employee's base rate of pay.

8.06 For the purposes of calculating overtime, authorized absence with pay, including sick leave, shall be regarded as time worked.

8.07 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Hospital, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Hospital

shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

8.08 Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours. The reporting allowance shall not apply whenever an employee has received prior notice not to report for work, nor shall it apply to employees who are normally scheduled for shifts of less than four (4) hours duration.

Employees who have reported for any scheduled shift shall not be sent home between 11:00 pm and 6:00 am, and shall be paid for the scheduled shift. .

8.09 If a full-time employee is called back to work outside of his/her normal scheduled working hours, he/she shall be guaranteed a minimum of three (3) hours pay at time and one half (1½) the regular straight time rate of pay.

8.10 Where an employee is assigned temporarily by the Hospital to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one-half of a shift, he/she shall be paid the rate in the higher salary range immediately above his/her current rate from the commencement of the shift on which he/she was assigned the job.

8.11 When hours of work exceed seven and one-half (7½) hours due to daylight saving time change, employees shall be paid for the total hours worked at their base rate of pay. When the hours of work are less than seven and one-half (7½) hours due to daylight saving time change, employees shall be paid for the total number of hours worked at their base rate of pay.

8.12 The meal break will be uninterrupted except in the case of an emergency, when it will be completed as soon as possible after the interruption.

ARTICLE 9 - SCHEDULING

9.01 (a) The Hospital shall attempt to provide one weekend off in each three (3) week period, but if the employee is required to work on a Saturday or Sunday of the third (3rd) week, he/she shall be paid for the time worked at the rate of one and one-half (1½) his/her regular salary and shall receive this rate for each subsequent Saturday and Sunday worked until he/she shall be off duty for a weekend period.

This Article does not apply to regularly scheduled part-time employees who choose to make themselves available during this time period or to casual employees.

Notwithstanding the foregoing, the Hospital will endeavour to schedule employees off every other weekend or two (2) weekends in a four (4) week period, although it is recognized by the Union that it has not always been and may not at all times and in all work areas of the Hospital be possible to attain this objective.

- (b) Schedules will be arranged to provide at least four (4) days off in each two (2) weekperiod.
- (c) An employee shall not be scheduled to work more than seven (7) consecutive days without her consent.
- (d) Any other arrangements of days off may be agreed between the Supervisor and the employee concerned.
- (e) Shift schedules and days off will be posted at least six (6) weeks in advance. Requests for specific days off are to be submitted in writing and co-signed by an employee willing to exchange days off or shifts. Changes shall not be unreasonably withheld. It is understood that such change in shift initiated by the employee and approved by the Hospital shall not result in overtime premium payment.

The Hospital will endeavour to provide as much advance notice as is practicable when it is necessary to make a change in the posted schedule. Changes to posted work schedules shall be brought to the attention of the employee. Where less than twenty-four (24) hours' notice is given, time and one-half (1½) of the employee's regular straight time hourly rate will be paid for all hours worked in the first shift of the new schedule. Time and one-half (1½) will not be paid, however, where the change is at the employee's request or due to an emergency such as fire, infectious outbreak, etc. This shall not apply to employees who are additions to the schedule for replacement staff.

- (f) Subject to operational requirements the Hospital will endeavour, when requested to schedule Xmas Eve and Christmas Day or New Years Eve and New Year as two of the five (5) consecutive days off.

This Article does not apply to regularly scheduled part-time employees who choose to make themselves available during this time period or to casual employees.

- (g) Employees required to work more than three (3) hours beyond their full shift's hours as defined in Article 8.01, in a day shall receive a half (½) hour paid meal period and shall be provided with a meal or eight dollars (\$8.00) if the Hospital is unable to provide a meal.
- (h) Employees who have completed their- regularly scheduled shift and are called back to work outside their regularly scheduled hours, on the same day shall be paid transportation costs at the rate of forty cents (40¢) per kilometer or taxi fare to a maximum of twenty-five dollars (\$25.00).
- (i) The parties hereto agree that a period of at least sixteen (16) consecutive hours off shall be scheduled between a change of shift, except that where there is mutual agreement in writing between the Supervisor and the employee concerned, a period of less than sixteen (16) consecutive hours off may be arranged.

This Article does not apply to regularly scheduled part-time employees who choose to make themselves available during this time period or to casual employees.

- (j) Employees shall be allowed at least forty-eight (48) consecutive hours off on changing from night shift to day shift.

This Article does not apply to regularly scheduled part-time employees who choose to make themselves available during this time period or to casual employees.

- (k) The parties hereto agree that employees who normally rotate on two (2) or three (3) shifts shall not be scheduled to work more than two (2) consecutive weeks on evening or night shift and at least two (2) weeks on day shift shall be scheduled between evening and night shifts. Where an employee requests and the supervisor agrees, other arrangements may be made.

ARTICLE 10 - JOB POSTING

- 10.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established

by the Hospital, such vacancy shall be posted for a period of ten (10) consecutive calendar days. The posting shall stipulate department, classification and qualifications, rate of pay. Applications for such vacancy shall be in writing within the ten (10) day period referred to herein.

So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of five (5) consecutive calendar days, excluding Saturdays, Sundays or Holidays. Applications for such vacancies shall be made in writing within the five (5) day period referred to herein.

The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Hospital will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Hospital to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

A list of vacancies filled in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the Union.

10.02 Temporary Posting

Temporary vacancies expected to exceed six (6) weeks will be posted in line with Article 10.01.

The posting shall indicate the expected duration of the position.

The temporary position shall not exceed six (6) months unless there is mutual agreement between the Union and the Hospital.

If an employee filling a temporary vacancy of six (6) weeks or longer duration bids on any other temporary position and is successful, the balance of the original temporary posting will not be posted if it is for a period of less than six (6) weeks.

10.03 In all cases of filling job vacancies (except those in respect of positions excluded from the bargaining unit) and in all cases of decrease or increase of working force, the following factors shall be considered: qualifications, ability to perform the required duties, and length of continuous service.

ARTICLE 11 - LAY OFF AND RECALL

11.01 Layoffs shall include any significant reduction in regularly scheduled daily or bi-weekly hours of any full-time or part-time (exclusive of casual) employee. In the event of a proposed layoff at the Hospital of a permanent or long term nature, the Hospital will

- (a) provide the Union with no less than sixty (60) calendar days notice of such layoff, and
- (b) normally within 14 days of the notice provided to the Union in Article 11.01 (a), the parties will meet through the Labour Management Committee to review the following:
 - i) the reason causing the layoff
 - ii) the service the Hospital will undertake after the layoff
 - iii) identify and recommend possible alternatives to the proposed layoffs or elimination of positions
 - iv) the method of implementation including the areas of cut-back and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Hospital will provide the Union with sixty (60) days notice. If requested, the Hospital will meet with the Union through the Labour Management committee to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

The Labour Management Committee will constitute the local Redeployment Committee.

An agreement between the Hospital and the Union resulting from the *above* review concerning the method of implementation will take precedence over other terms of layoff in this agreement.

Notice of layoff shall be in accordance with the provisions of the Employment Standards Act. Further to the requirements of the Employment Standards Act,

Employees with 9 years of service shall receive 9 weeks notice
Employees with 10 years of service shall receive 10 weeks notice
Employees with 11 years of service shall receive 11 weeks notice
Employees with 12 years of service shall receive 12 weeks notice

11.02

In the event of layoff, the Hospital shall layoff employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have ability to perform the work.

An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff; or
- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in the same or a lower, or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Hospital of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of the layoff.

NOTE: For purposes of the operation of clause (b), an identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this Article, a laid-off employee shall have the right to displace another employee with lesser seniority who is the least senior employee in the classification and where the straight-time hourly rate at the level of service corresponding to that of the employee is within 5% of the laid-off employee's straight time hourly rate.

An employee shall have opportunity for recall from a layoff to an available opening, in order of seniority, provided he/she has the ability to perform the work before, such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Hospital shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he/she was laid off shall have the privilege of returning to the position he/she held prior to the layoff should it become vacant within six (6) months of being recalled.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Hospital shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Hospital (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his/her proper address being on record with the Hospital.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

11.03 In the event of a layoff of an employee, the Hospital shall pay its share of insured benefits premiums for the month in which the layoff occurs, provided the employee pays his/her portion of the premiums.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Hospital provided that the employee informs the Hospital of

his/her intent to do so at the time of the layoff, and arranges with the Hospital the appropriate payment schedule.

ARTICLE 12 - PAYMENT OF WAGES

12.01 Wages shall be paid in accordance with Appendix A hereto attached. Employees shall be paid every second Thursday.

12.02 Employees who are temporarily transferred by the Hospital, to a different job classification within the bargaining unit shall be paid while so employed as follows:

- (a) If the transfers are for the convenience of the Hospital, and if the rate of pay in the classification to which they are transferred is less than the employees' regular rate of pay, they shall receive their regular rate of pay.
- (b) If the transfers are for the convenience of the employees or in lieu of lay-off, and if the rate of pay in the classification to which they are transferred is less than the regular rate of pay, they shall receive such lesser rate.
- (c) If the transfers are to a higher-rated classification, then the employees will receive the higher rate of pay.

12.03 **No Pyramiding**

The Union and the Hospital agree that there shall be no pyramiding of benefits or payments.

12.04 **Wage Progression**

Employees regularly scheduled to work seventy (70) hours or greater bi-weekly within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1,820 hours paid by the Hospital at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Hospital, and hours not worked and paid for under the WSIB shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.

A part-time employee will progress to the next pay level based on 1500 paid hours.

There will be a maximum of one pay level progression per year.

12.05

Shift Premium

- (a) Employees shall be paid a shift premium of sixty-five (\$0.65) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

Effective February 8, 2021, employees shall be paid a shift premium of ninety-five (\$0.95) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

Effective October 1, 2022, employees shall be paid a shift premium of one dollar and five cents (\$1.05) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

- (b) Employees shall be paid a weekend premium of eighty cents (\$0.80) per hour for all hours worked between 2400 hours on Friday and 2400 hours on Sunday.

Effective February 8, 2021, employees shall be paid a weekend premium of one dollar (\$1.00) per hour for all hours worked between 2400 hours on Friday and 2400 hours on Sunday.

Effective October 1, 2022, employees shall be paid a weekend premium one dollar and twenty cents (\$1.20) per hour for all hours worked between 2400 hours on Friday and 2400 hours on Sunday.

12.06

Uniforms

Each employee who is required by his/her classification to wear a uniform of the Hospital's choice shall be supplied with and maintenance shall be provided for such uniform by the Hospital.

Where the required uniform is not provided by the Hospital, the Hospital shall provide a clothing allowance of eight dollars and fifty cents (\$8.50) for each full calendar month that a full-time employee is employed by the Hospital.

Part-time employees shall receive a prorated clothing allowance.

Uniform allowance will be accrued by the Hospital on an annual basis and paid out by not later than January 31st following year of accrual.

12.07

Errors on Pay Cheques

If the Hospital makes a payroll error such that an employee covered by this Agreement has not received wages earned in any biweekly pay period amounting to 5.5 hours or more at his/her regular rate of pay, the error will be adjusted within three (3) payroll department business days from the date that the department head was advised of the error. Errors of less than this amount will be corrected on the employee's next regular pay.

If the Hospital makes an error in an employee's favour of the day's pay or less, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in the excess of a normal day's pay, at the request of the employee, the Hospital will be reimbursed on a schedule agreed upon between the employee and the Hospital.

ARTICLE 13 - VACATIONS

13.01 For the purpose of calculating eligibility, the vacation year shall be the period from June 1st of any year to May 31st of the following year.

13.02 (a) Requests for vacation in the peak vacation period, June 15th to September 15th, shall be submitted in writing by March 25th each year. Approved vacation schedules will be posted on April 30th. In the event of a conflict, seniority shall be the deciding factor but shall be finally determined by the Hospital with due concern for the proper operation of the Hospital. Any requests for vacation received after March 25th will be considered only if operations will allow and will not preempt employees who submitted requests on or before March 25th.

Vacation requests outside the peak vacation period shall be submitted in writing at least two (2) weeks prior to the requested time off. A written response to this request for vacation shall be provided within seven (7) days. Requests for vacation outside of the peak vacation period will be determined by the Hospital on a first come first serve basis with due concern for the proper operation of the Hospital.

(b) Vacation at Christmas/New Years

The employer may grant vacation during the Christmas/New Year's period to a maximum of five (5) employees in the entire bargaining unit, subject to the following:

- (i) the allocation of vacation during this period will be done on a rotating seniority basis by department and will normally be subject to the following maximums: 3 in nursing; 1 in dietary and 1 in laundry/housekeeping;
- (ii) there are replacement staff who are available to fill-in during this period;
- (iii) notice must be given to the employer of an employee's desire to exercise vacation time during the Christmas/New Years period by the preceding August 31;
- (iv) an employee's request to have vacation during this period shall finally be determined by the Executive Director giving due consideration to the safe and efficient operation of the hospital.

13.03 Vacations are not cumulative from year to year and all vacations must be taken by May 31st following the cut off date. Employees shall not waive vacation and draw double pay.

13.04 Employees who have not completed their probationary period as of May 31st will receive four percent (4%) of their gross earnings during the vacation year.

13.05 Employees who have completed their probationary period as of May 31st will be granted one (1) day's vacation for each month of service to a maximum of ten (10) days. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.

13.06 Employees with one (1) year of service on or before May 31st of the current year shall receive two (2) weeks vacation. Vacation pay for such employees will be four percent (4%) of gross earnings during the vacation year.

13.07 Employees with more than two (2) years of service on or before May 31st of the current year shall receive three (3) weeks vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation year.

13.08 Employees with more than six (6) years of service on or before May 31st of the current year shall receive four (4) weeks vacation. Vacation pay for such employees will be eight percent (8%) of gross earnings for the vacation year.

13.09 Employees with more than fifteen (15) years of service on or before May 31st of the current year shall receive five (5) weeks vacation. Vacation pay for such employees will be ten percent (10%) of gross earnings for the vacation year.

13.10 Employees with more than twenty-four (24) years of service on or before May 31st of the current year shall receive six (6) weeks vacation. Vacation pay for such employees will be twelve percent (12%) of gross earnings for the vacation year.

To take effect in the next full vacation year, following the award dated July 8, 2014, employees with more than twenty-three (23) years of service on or before May 31st of the current year shall receive six (6) weeks vacation. Vacation pay for such employees will be twelve percent (12%) of gross earnings for the vacation year.

13.11 Employees with more than twenty-eight (28) years of service shall receive seven (7) weeks vacation. Vacation pay for such employees will be fourteen percent (14%) of gross earnings for the vacation year.

13.12 Vacation pay will be calculated at the appropriate percentage of the employee's gross earnings paid by the Hospital, exclusive of the previous year's vacation pay.

13.13 Employees who are regularly scheduled to work less than 70 hours bi-weekly shall receive vacation benefits for the vacation year as follows:

**TOTAL HOURS WORKED
AS OF MAY 31st**

VACATION ENTITLEMENT

0 to 1,819
hours worked

4% of gross earnings for the vacation
year

1,820 to 3,639
hours worked

2 calendar weeks vacation with pay
at 4% of gross earnings for the
vacation year

3,640 to 10,919
hours worked

3 calendar weeks vacation with pay
at 6% of gross earnings for the
vacation year

10,920 to 27,299
hours worked

4 calendar weeks vacation with pay
at 8% of gross earnings for the
vacation year

27,300 to 43,679
hours worked

5 calendar weeks vacation with pay
at 10% of gross earnings for the
vacation year

To take effect in the next full vacation year, following the award dated July 8, 2014.

27,300 to 41,859
hours worked

5 calendar weeks vacation with pay at 10% of gross earnings for the vacation year

43,680 to 50,959
hours worked

6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year

To take effect in the next full vacation year, following the award dated July 8, 2014.

41,860 to 50,959
hours worked

6 calendar weeks vacation with pay at 12% of gross earnings for the vacation year

13.14 When a designated holiday occurs during an employee's vacation, the employee shall receive an additional day off in lieu thereof, such additional day to be mutually agreeable to the employee and the Hospital. The Holiday must be taken within sixty (60) calendar days or paid out.

13.15 Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

13.16 Terminated employees will be paid the unused portion of their vacation entitlement on a pro rata basis according to their months of service except for those who have not completed their probationary period, who will be paid four percent (4%) of gross "total pay".

13.17 Where an employee's vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with article 17.06.

The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits. There shall be no pyramiding of vacation pay and bereavement pay.

ARTICLE 14 - PAID HOLIDAYS

14.01 (a) Full-time employees who have completed their probationary period shall receive the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	2 Float Days
Civic Holiday	

(b) There shall be no more than twelve (12) paid holidays during the term of this agreement. Should the Hospital be required to observe an additional paid holiday as a result of legislation, it is understood that one of the existing holidays recognized by the Hospital shall be established as the legislated holiday after discussion with the Union, so that the Hospital's obligation to provide the number of paid holidays as noted above remains unchanged.

(c) Upon the completion of the probationary period, the employees shall be paid for any and all paid holidays for which they have not been paid which fell within the probationary period, at the rate of pay that was in effect when the holiday occurred.

14.02 Where one (1) of the above named paid holidays falls on a Saturday or Sunday, an alternative day may be designated by the Hospital as the paid holiday.

14.03 Subject to article 21.01, holiday pay will be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his/her regular rate of pay.

- 14.04 Subject to article 21.02, an employee will qualify for holiday pay as per the proration formula if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.
- 14.05 Subject to article 21.02, however, if an employee's absence on the regular working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the Hospital, the foregoing qualifications would not apply and the employee will be eligible for one (1) day's holiday pay during any one (1) period of illness, except at Christmas and New Year's period where there is more than one (1) holiday, the entitlement shall be limited to a maximum of two (2) days.
- 14.06 Subject to article 21.02, an employee who is required to work on any of the above mentioned holidays or an employee who is required to work on his float holiday will, in addition to his/her holiday pay, be paid at the rate of one and one-half (1½) times his/her regular rate of pay or in lieu thereof be granted equivalent time off with pay equal to overtime rates.
- 14.07 Subject to article 21.02, an employee scheduled to work on a holiday, and who does not report for work, shall forfeit his/her holiday pay, unless absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay as stipulated in Article 14.03 or 14.09.
- 14.08 Subject to article 21.02, if one of the above named holidays occurs on an employee's regular day off, or during his/her vacation period, the employee shall receive an additional day off in lieu thereof within two (2) weeks either side of the holiday, unless otherwise arranged between the employee and the supervisor, or the employee shall receive a day's pay. These options shall be at the discretion of the Employer.
- 14.09 Subject to article 21.02, holiday pay for employees who regularly work less than seventy (70) hours but more than forty-eight (48) hours will be paid on proration formula noted in Article 21.01 of this agreement.
- 14.10 For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 a.m.

14.11 Statutory Holiday Rescheduling

When a full-time employee is scheduled off on a weekend where a statutory holiday falls on the Friday preceding or the Monday next following, she may request that she receive the holiday off which request shall normally be granted such decision to be based on the safe and efficient operation of the hospital and provided that the executive director or designate received the request at least two weeks prior to the holiday. Full-time employees who work the statutory holiday shall be given another mutually agreed day off within 60 calendar days of the holiday which agreement shall not be unreasonably withheld. It is understood that such lieu days cannot be banked or carried forward.

14.12 Employees who work the Christmas Holiday shall be posted off duty for Christmas of the following year. The same principal shall apply to and the Good Friday Holiday.

Employees may, by mutual agreement, work Christmas Day and/or Good Friday on consecutive years provided that it does not interfere with the normal operation. '

The same principal shall apply to New Year's. This provision is subject to operational requirements.

14.13 Time off at the appropriate overtime rate may be taken in lieu of payment. Such time off shall be mutually agreed by the employee and the Hospital. Failure to take such time within sixty (60) calendar days will result in pay out.

14.14 Where an employee is required to work authorized overtime in excess of his/her regularly scheduled hours on a paid holiday, such employee shall receive two (2) times his/her regular straight time hourly rate for such authorized overtime.

ARTICLE 15 - HEALTH AND WELFARE (Full-Time Employees Only)

15.01 The Hospital agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Hospital under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements.

- (a) The Hospital agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital under the existing Extended Health Care Benefits Plan or comparable coverage with another carrier providing the balance of monthly premiums are paid by the employee through payroll deductions. In addition to the standard benefits, coverage will include vision care (maximum \$185.00 every 24 months) as well as a hearing aid allowance (lifetime maximum \$500.00 per individual).

Effective October 1, 2022, vision care (maximum two hundred and fifty dollars (\$250.00) every 24 months.

Effective April 1 2023, three hundred (\$300.00) every 24 months. Vision coverage can be used for eye examinations biennially and laser eye surgery.

Effective October 1, 2022, Hearing aids to a maximum of \$500 per person every 24 months.

- (b) The Hospital agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Hospital a \$50,000 group life insurance plan.
- (c) The Hospital agrees to contribute one hundred percent (100%) of the billed premiums towards coverage of eligible employees in the active employ of the Hospital under the existing #9 Dental Plan or comparable coverage with another carrier (based on the current ODA fee schedule, \$1,500.00 maximum) providing the balance of the monthly premium is paid by the employee through payroll deduction.

15.02 Group Insurance Plans

Employees may elect to enroll in any or all of the group insurance plan(s) at the time of hire. Employees who have elected to enroll in a particular plan may withdraw at any time. An employee who has not enrolled in a plan or has withdrawn may enroll in a plan subject to carrier approval but will not immediately be eligible to claim benefits except as defined below. Such late or re-enrollment shall occur only at the sign-up opportunities in January and July each year.

Late enrollment or re-enrollment is subject to carrier approval. Initial benefits which may be claimed are as follows:

- (a) Life - when coverage approved.
- (b) Dental - *\$100.00 maximum benefit/covered person.

- (c) EHC (i) (ii) (iii)
 - (i) Drugs - *\$50.00 maximum benefit/covered person.
 - (ii) Vision - no benefit during first six (6) months.
 - (iii) Hearing - no benefit during first six (6) months.

* During first twelve (12) months of coverage.

15.03 **Change of Carrier**

It is understood that the Hospital may, at any time, substitute another carrier for any Plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Hospital shall notify the Union to explain the proposed change and to ascertain the view of the employees. Upon a request by the Union, the Hospital shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

15.04 **Retirement Plan**

Subject to the eligibility criteria as amended by this Collective Agreement all present employees enrolled in the Hospital's retirement plan may maintain their eligibility subject to its terms and conditions.

Effective on December 6th, 1993, part-time employees previously excluded may participate on a voluntary basis, subject to terms and conditions of the plan.

15.05 The Hospital will make available to the Union upon request, copies of bargaining unit pension and benefit plans.

15.06 The Employer will continue to pay its share of insured benefit premium and its portion of contributions to the pension plan, provided employees pay their portion, as follows:

- (a) while an employee is on Pregnancy and Parental Leave in line with Article 17,
- (b) for up to twelve (12) months while an employee is on workers' compensation as a result of an injury suffered while in the employ of the Employer,
- (c) provided the Employer receives payment of the employee's portion of benefits and/or pension contributions owing by the fifteenth of the month on which such payments are due.

rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

16.08 An employee who will be absent on the afternoon or night shift due to personal illness must notify the Hospital at least three (3) hours prior to the commencement of the shift unless impossible. An employee who will be absent on the day shift due to personal illness must notify the Hospital at least one and one-half (1½) hours prior to the commencement of the shift unless impossible. Failure to give such notice may result in loss of sick leave benefits that day of absence.

16.09 **Workplace Safety and Insurance Board Challenge**

An employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one (1) complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit he/she would receive from WSIB if his/her claim was approved, or the benefit to which he/she would be entitled under the sick leave. Payment will only be made if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the WSIB. If the claim for the WSIB is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave. Any payment under this provision will continue to the maximum of the employee's accrued sick leave benefit.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 **Pregnancy and Parental Leave**

- (a) Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- (b) The employee must have started employment with the Hospital at least thirteen (13) weeks prior to the expected date of birth.
- (c) If possible, 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.

- (d) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (c) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- (e) An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance System, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Hospital of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

- (f) In any week, the total amount of SUB payments and the weekly rate of EI benefits will not exceed seventy-five percent (75%) of the employee's normal weekly earnings.

17.02

Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) Parental leave must begin within fifty-two (52) weeks of the birth of the child or the day the child first came into the custody, care and

control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and up to thirty-seven (37) weeks otherwise.

- (c) An employee not on pregnancy leave requesting parental leave, shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends thirty-five (35) weeks after it began if the employee also took pregnancy leave and thirty-seven weeks otherwise, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that date.

- (d) For the purposes of parental leave, the provisions under 17.01 (a) and (d) shall also apply.

17.03 Continuation of Seniority and Benefits

Employees will continue to accrue seniority during pregnancy and parental leave.

The Employer will continue to pay its share of insured benefit premiums and its portion of contributions to the pension plan while an employee is on Pregnancy and Parental Leave provided employees pay their portion of benefit premiums and/or pension contributions owing by the fifteenth of the month on which such payments are due.

17.04 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Administrator or his/her designate. Such requests are to be submitted at least two (2) weeks in advance, except in cases of emergency, and a written reply will be given within seven (7) days except in cases of emergency in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld.

17.05 Union Business

- (a) Leave of absence without pay and without loss of seniority may be granted upon request to the Hospital, to employees elected or appointed to represent the Union at Union conventions, seminars

or meetings relating to the negotiation of a new Collective Agreement. The Hospital shall respond within five (5) working days to requests for such leaves of absence.

- (b) Upon at least five (5) days' written notice, the Hospital may provide leave of absence without loss of pay or benefits to the elected officers of the Union for the purpose of their performing duties on behalf of the Union. Such permission shall not be unreasonably withheld. The Union will reimburse the Hospital for any pay and the employee's portion of any benefits involved.
- (c) Leaves of absence for Union business as set out in (a) or (b) above shall be approved with due consideration for the proper operation of the Hospital to a maximum combined total of one hundred (100) leave days per calendar year with a maximum of twenty (20) days per person. It is understood however, that the twenty (20) days maximum per person shall not apply to the President of the local.
- (d) **Leave for OCHU Executive**

Upon application in writing by the Union on behalf of the employee to the Hospital, a leave of absence without pay shall be granted to such employee(s) elected to the position of the President or Secretary-Treasurer of the Ontario Council of Hospital Unions for period(s) of up to two (2) years. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Union.

There shall be no loss of service or seniority during such leave of absence and the employee shall accumulate service and seniority on the basis of what his/her normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Hospital on the basis of what his/her normal regular hours of work would have been, provided that the union reimburses the Hospital in the amount of such salary and applicable benefits within a reasonable period of time.

The employee agrees to notify the Hospital of his/her intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his/her former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave.

Notwithstanding Article 10.01 the Hospital may fill the vacancy resulting from such leave on a temporary basis.

It is understood that leave will only be granted for one position at any one time.

17.06 Bereavement

- (a) Upon the death of an employee's spouse (including same sex and common law partner), child, or step-child, mother, and father, an employee may be granted paid leave of up to five (5) days at his/her regular straight time pay for time lost from regularly scheduled shifts which he/she would have otherwise worked.
- (b) Upon the death of an employee's sister, brother, grandparents, grandchildren, legal guardian, mother-in-law, father-in-law, sister-in-law or brother-in-law, an employee may be granted paid leave of up to three (3) days at his/her regular straight time pay for time lost from regularly scheduled shifts which he/she would have otherwise worked.
- (c) Upon the death of a daughter-in-law, son-in-law, and blood aunt, uncle, niece or nephew, an employee will be granted one day of paid leave at his/her regular straight time pay for time lost from regularly scheduled shifts which he/she would have otherwise worked.
- (d) Employees may be asked by management to provide acceptable verification for bereavement leaves.

Payment for such day(s) off will be confined to the period from the date of death up to and including the day of the funeral.

When applicable leave without pay may be granted to permit travel to and from the funeral location.

17.07 Education Leave

If required by the Hospital, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his/her employment qualifications.

Where employees are required by the Hospital to take courses to upgrade or acquire new employment qualifications, the Hospital shall pay the full costs associated with the courses.

Subject to operational requirements, the Hospital will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Hospital.

The Hospital undertakes to encourage Registered Practical Nurses (RPNs) and Personal Support Workers (PSWs) to upgrade their skills to the present level of those being acquired by the graduating RPNs and PSWs. Further the Hospital will where practicable, encourage and permit the utilization of the upgraded skills.

17.08

Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Hospital immediately on the employee's notification that he/she will be required to attend a court;
- (b) present proof of service requiring the employee's attendance;
- (c) deposits with the Hospital the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his/her regularly scheduled day off, the Hospital will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he/she is scheduled to work that day, the Hospital will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Hospital is unable to reschedule the employee and, as a result, he/she is required to attend during other than his/her regularly scheduled paid hours, he/she shall be paid for all hours actually spent at such hearing at his/her straight time hourly rate subject to (a), (b) and (c) above.

- 17.09 The parties will comply with the leave provisions as provided for in the Employment Standards Act as amended from time to time.

ARTICLE 18 - ACCESS TO INFORMATION

- 18.01 Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Executive Director or designate. An employee has the right to request copies of any evaluations in this file.

- 18.02 No written notice of censure shall be maintained in an employee's file for more than fifteen (15) months, provided no similar offense was committed within this period.

Notwithstanding this provision above, both parties agree that any disciplinary action taken by the Hospital as a result of patient abuse shall remain on the employee's file permanently.

ARTICLE 19 - JOB CLASSIFICATION

- 19.01 When a new classification (which is covered by the terms of this collective agreement) is established by the Hospital, the Hospital shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Hospital to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Hospital of such new classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the rate was given by the Hospital. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the board of arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB an employee is unable to carry out the regular functions of his/her position, the Hospital may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.

ARTICLE 20 - GENERAL CONDITIONS

20.01 Accommodation shall be provided for employees to have their meals and store and change their clothes.

20.02 The Hospital shall provide space on one bulletin board upon which the union may post any notice which has been approved by the Hospital for posting.

20.03 Whenever the feminine pronoun is used in this agreement it includes the masculine pronoun and vice versa where the context so requires.

20.04 TECHNOLOGICAL CHANGE

The Hospital undertakes to notify the Union, in advance, so far as possible, but not less than sixty (60) days, of any technological changes which the Hospital has decided to introduce which would significantly change the status of any employee in the Bargaining Unit. Appropriate

technological training shall be provided during working hours as deemed applicable by the Hospital.

ARTICLE 21 - EMPLOYEE PRORATION FORMULA

21.01 Accrual and payment of sick leave/income protection, paid holidays and all benefits including shared cost arrangements for all employees shall be on a prorata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by 975 and then multiplying by 100.

(The predetermined six (6) month period shall coincide with the pay periods ending around June 30th and December 31st and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st.)

Employees who regularly work more than seventy (70) hours bi-weekly shall have one hundred percent (100%) of the Employer portion of insured benefits paid.

All newly-hired employees will be eligible to join the benefit plans subject to the terms of the policy and the carrier provisions and the calendar time waiting period will apply equally to all.

The prorata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance, an employee who qualifies will immediately receive entitlement up to one hundred percent (100%) of the employer's paid share of premiums and benefits.

21.02 Despite any other provision in the collective agreement, employees regularly scheduled to work not more than forty-eight (48) hours bi-weekly shall receive eight percent (8%) of their straight time hourly rate in lieu of

paid holidays, income protection, uniform, and group insurance (ie. major medical, life and dental).

Effective October 1, 2021, employees regularly scheduled to work not more than forty-eight (48) hours bi-weekly shall receive ten percent (10%) of their straight time hourly rate in lieu of paid holidays, income protection, uniform, and group insurance (ie. major medical, life and dental).

Effective October 1, 2022, employees regularly scheduled to work not more than forty-eight (48) hours bi-weekly shall receive twelve percent (12%) of their straight time hourly rate in lieu of paid holidays, income protection, uniform, and group insurance (ie. major medical, life and dental).

Effective September 28 2023, employees regularly scheduled to work not more than forty-eight (48) hours bi-weekly shall receive fourteen percent (14%) of their straight time hourly rate in lieu of paid holidays, income protection, uniform, and group insurance (ie. major medical, life and dental).

ARTICLE 22 - COPIES OF THE COLLECTIVE AGREEMENT

- 22.01 The Parties will take turns preparing the Collective Agreement. Each employee covered by the Agreement will receive a signed copy normally in booklet form unless otherwise agreed. Extra copies will be printed for new employees. The cost of printing the Collective Agreements will be shared equally by the Hospital and the Union. The Hospital agrees to distribute the booklets to each bargaining unit member.

ARTICLE 23 - HEALTH & SAFETY

- 23.01 (a) The Hospital and the Union agree that they mutually desire to maintain standards of safety and health within the workplace in order to prevent accidents, injury and illness.
- (b) The Union and the Hospital agree to establish a joint health and safety committee that will function in accordance with prevailing legislation.
- (c) Where the Hospital identifies high risk areas where employees are exposed to Hepatitis B, the Hospital will provide, through the employee benefit plan, a Hepatitis B vaccine.

ARTICLE 24 - RETROACTIVITY

24.01 All wage increases are retroactive to October 1, 2018 and retroactive pay shall be paid by separate cheque within 45 days of the ratification of this tentative agreement by the Union membership. All employees, including those who were on the payroll as of the date of the expiry of the previous collective agreement regardless of their employment status, shall receive retroactive pay.

Retroactive payments, will be paid on a separate cheque within forty-five (45) days of ratification by all parties, to employees employed at date of expiration of the Collective Agreement.

ARTICLE 25 - DURATION

25.01 This Agreement shall continue in effect from October 1, 2016 to September 28, 2023 and shall continue automatically thereafter during annual periods one (1) year each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date that it desires to amend or terminate this Agreement.

SIGNED at Etobicoke, Ontario, this 1st day of November, 2021.

**FOR THE McCALL CENTRE
FOR CONTINUING CARE**

[Signature]

**FOR C.U.P.E. AND ITS LOCAL
UNION 3874**

[Signature]

[Signature]

R. Rampersad

SCHEDULE "A" WAGES

Classification	Step	EXPIRED RATES Effective Sept 30, 2016	Effective Oct 1, 2018	Effective Oct 1, 2019	Effective Oct 1, 2020	Effective Oct 1, 2021	Expired Trillium Rate (effective September 29 th , 2020; for reference only)	Effective Oct 1, 2022
			3%	2.5%	2.5%	3%		Parity with Hospital*
Dietary Aide	Start	19.79	20.38	20.89	21.42	22.06	21.754	22.19
	337.5 Hours	20.39	21.00	21.53	22.06	22.73	22.741	23.20
	1 Year	21.05	21.68	22.22	22.78	23.46	23.881	24.36
	2 Years	21.75	22.40	22.96	23.54	24.24	25.116	25.62
Housekeeping/ Laundry Aide	Start	19.79	20.38	20.89	21.42	22.06	21.754	22.19
	337.5 Hours	20.39	21.00	21.53	22.06	22.73	22.741	23.20
	1 Year	21.05	21.68	22.22	22.78	23.46	23.881	24.36
	2 Years	21.75	22.40	22.96	23.54	24.24	25.116	25.62
Nursing Student		20.10	20.70	21.22	21.75	22.40		23.21
PSW/Attendant (HCA)	Start	20.34	20.95	21.47	22.01	22.67	22.238	22.68
	337.5 Hours	20.93	21.56	22.10	22.65	23.33	23.222	23.69
	1 Year	21.78	22.43	22.99	23.57	24.28	24.362	24.85
	2 Years	22.60	23.28	23.86	24.46	25.19	25.596	26.11
Cook 2	Start	20.86	21.49	22.02	22.57	23.25	22.379	22.83
	337.5 Hours	21.48	22.12	22.68	23.24	23.94	23.398	23.87
	1 Year	22.22	22.89	23.46	24.05	24.77	24.573	25.07
	2 Years	23.01	23.70	24.29	24.90	25.65	25.829	26.35
Cook 1	Start	21.52	22.17	22.72	23.29	23.99	22.999	23.46
	337.5 Hours	22.15	22.81	23.38	23.97	24.69	24.056	24.54
	1 Year	22.94	23.63	24.22	24.82	25.57	25.253	25.76
	2 Years	23.77	24.48	25.10	25.72	26.49	26.531	27.06
RPN	Start	26.08	26.86	27.53	28.22	29.07	29.130	29.72
	337.5 Hours	26.60	27.40	28.08	28.79	29.65	29.945	30.55
	1 Year	27.40	28.22	28.93	29.65	30.54	30.824	31.44
	2Years	27.97	28.81	29.53	30.27	31.18	31.175	31.80

*Calculated based on projected September 29, 2021 and September 29, 2022 GWIs for THP, actual rates subject to THP & CUPE 5180 CA for 2022-23 once it is completed

SCHEDULE "B"

**CUPE EMPLOYEES ON STAFF AT McCALL PRIOR TO RATIFICATION
DECEMBER 17, 1990
BASED ON 100% BENEFIT ENTITLEMENT**

Cerelli, Linda Mary	Dietary Aide	100% Benefit
Johnson, Doreen Sylvia	Registered Practical Nurse	100% Benefit
Brodniansky, Zdena	Registered Practical Nurse	100% Benefit
Maharaj, Indra	Registered Practical Nurse	100% Benefit
Novakovic, Mira	Cook I	100% Benefit
Ico, Benjamin	Dietary Aide	100% Benefit
Paul, Rosemarie	Health Care Aide	100% Benefit
Picio, Esperanza	Health Care Aide	100% Benefit
Gooden, Alhama	Health Care Aide	100% Benefit
Washburn, Ronald	Cook I	100% Benefit
White, Mary	Registered Practical Nurse	Prorated

LETTER OF UNDERSTANDING

Between

THE McCALL CENTRE FOR CONTINUING CARE

- and -

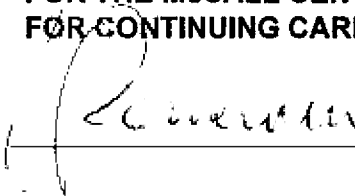
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3874

RE: R.P.N.'s

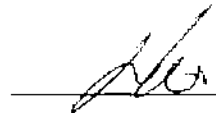
Prior to a significant permanent change in the ratio of R.P.N.'s to H.C.A.'s the Hospital agrees to notify the union in advance of such change and to consider any submissions the union may wish to present regarding the change.

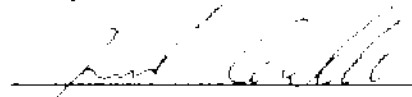
SIGNED at Etobicoke, Ontario, this 1st day of November, 2001.

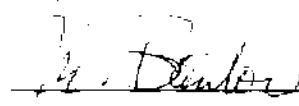
FOR THE McCALL CENTRE
FOR CONTINUING CARE

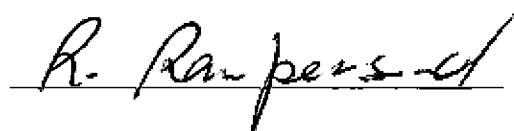


FOR C.U.P.E. AND ITS LOCAL
UNION 3874









LETTER OF UNDERSTANDING

Between

THE McCALL CENTRE FOR CONTINUING CARE

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3874

RE: SCHEDULING

Notwithstanding Article 9 and, in particular, 9.01 (a), (c) employees noted in the Schedule "B" attached hereto currently receiving every other weekend off will continue to do so unless mutually agreed otherwise. For those employees article 9.01 (a), (c) and (j) shall not apply.

For new hires and employees not identified in the attached Schedule article 9.01 (a), (c) and (j) shall apply. However, the Hospital agrees prior to any department or unit schedule changes to advise the union of its intention and to consider any submissions regarding the change that the union may wish to make.

SIGNED at Etobicoke, Ontario, this 1st day of November, 2021.

**FOR THE McCALL CENTRE FOR
CONTINUING CARE**

Penrose

**FOR C.U.P.E. AND ITS LOCAL
UNION 3874**

Ho

Neil Smith

Neil Smith

R Rampersad

LETTER OF UNDERSTANDING

Between

THE McCALL CENTRE FOR CONTINUING CARE

- and -

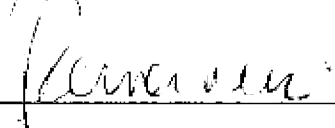
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3874

RE: INSURED BENEFITS

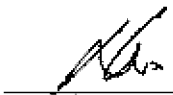
Employees listed on the attached Schedule "B" on whose behalf the Hospital is currently remitting 100% of the premiums for extended health care shall continue to receive 100% premium payment by the Hospital. This would be adjusted on a prorated basis for any employees whose scheduled hours are reduced.

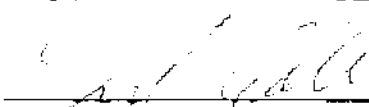
SIGNED at Etobicoke, Ontario, this 1st day of November, 2021.

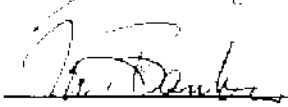
**FOR THE McCALL CENTRE
FOR CONTINUING CARE**

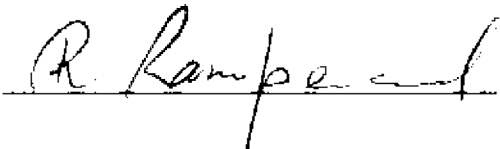


**FOR C.U.P.E. AND ITS LOCAL
UNION 3874**









LETTER OF UNDERSTANDING

Between

THE McCALL CENTRE FOR CONTINUING CARE

- and -

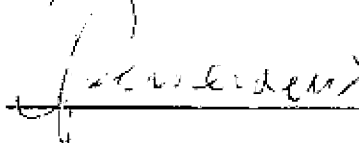
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3874

RE: SCHEDULED SHIFT


Any employee who reports for a scheduled shift, and whose 4 hours of guaranteed work under 8.07 would end between 11:00 p.m. and 7:00 a.m. shall be allowed to complete their full shift and will be paid for all hours worked.

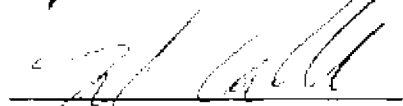
SIGNED at Etobicoke, Ontario, this 1st day of November, 2021.

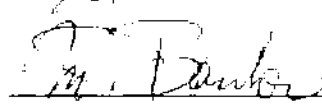
**FOR THE McCALL CENTRE
FOR CONTINUING CARE**

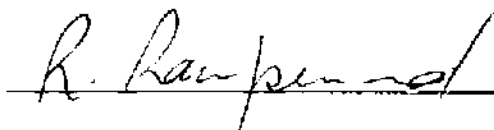


**FOR C.U.P.E. AND ITS LOCAL
UNION 3874**









LETTER OF UNDERSTANDING

Between

THE McCALL CENTRE FOR CONTINUING CARE

- and -

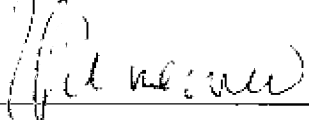
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3874

RE: NOTIFICATION TRILLIUM CONTRACT

Notwithstanding Article 11.01 (a), should the Employer be formally advised that its management contract with Trillium to operate the McCall Centre for Continuing Care is to be terminated (or not renewed), Extencicare will provide written notification to the Union as soon as is practicable thereafter.

SIGNED at Etobicoke, Ontario, this 1st day of November, 2021.

FOR THE McCALL CENTRE
FOR CONTINUING CARE



FOR C.U.P.E. AND ITS LOCAL
UNION 3874

