

# **COLLECTIVE AGREEMENT**

Between

**Compass Group Canada**  
*(hereinafter called the "Employer")*

And

**The Canadian Union of Public Employees**  
**and its Local 5441.04**  
*(hereinafter called the "Union")*

**Effective November 8, 2021 – March 31, 2025**

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## **ARTICLE 1 – PREAMBLE**

- 1.01 The Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the employees covered by this Agreement, to provide for ongoing means of communication between the Union and the Company, to provide methods for a fair and amicable adjustment of disputes which may arise between them, to promote efficient operation, and to provide settled conditions of employment, including wages and hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 The parties agree that the language of the Collective Agreement shall be written in gender neutral language they/them/their.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Canadian Union of Public Employees and it's Local 5441 as the sole and exclusive bargaining agent for all employees of Compass Group Canada Ltd. employed in a call centre at Unity Health Toronto, in the City of Toronto, save and except those employed in a confidential capacity in matters relating to labour relations supervisors, persons above the rank of supervisor and any other person covered by another Collective Agreement.

## **ARTICLE 3 – DEFINITIONS**

- 3.01 Definitions
- (a) A part-time employee is someone who makes a commitment to be available to be scheduled on a regular pre-determined basis and in respect of whom such pre-determined scheduling occurs and who is regularly employed for not more than 45 hours per two-week pay period.
- (b) The term “casual employee” in this agreement is defined as an employee who is not regularly scheduled and who does not commit to be available on a predetermined basis. It is understood that hours for casual employees may fluctuate up and down without triggering the layoff or posting procedures. Casual employees shall have abandoned their job if they have not been available to work for a period of three (3) months and have not received an approved leave of absence.

Casual employees shall make themselves available to work a minimum of one (1) shift per week. In addition, Casual employees shall make themselves available to work during at least two (2) weekends out of four (4), and for at least five (5) shifts between December 23<sup>rd</sup> and January 3<sup>rd</sup>, inclusive of either Christmas Day / Boxing Day or December 31<sup>st</sup> / New Year's Day.

- (c) Call-in work shall not be included in determining the number of hours actually worked in 3.01(a) and (b), above.

### 3.02 Temporary Employee

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. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Employer or by the Employer on its own up to eighteen (18) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his 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.

- 3.03 Wherever the term "Part-Time" is used in this Collective Agreement, it means both Part-Time and Casual employees, unless specifically stated otherwise.
- 3.04 The word "Employee" in this agreement shall mean the employees of the Employer for whom the Union is the bargaining agent.
- 3.05 Wherever the word "Supervisor" is used in this Agreement, it shall be considered as meaning the Supervisor or their designate.
- 3.06 Days shall mean 'calendar days' unless otherwise specified in this Agreement.
- 3.07 The parties agree the word 'written' may include electronic mail communication.

- 3.08 Wherever the singular is used in the Collective Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so requires.

#### **ARTICLE 4 – NO DISCRIMINATION AND NO SEXUAL HARASSMENT**

##### 4.01 No Discrimination

The Employer, Union and Employees agree to abide by the *Ontario Human Rights Code*. The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any employee by the Union or the Employer.

#### **ARTICLE 5 – UNION SECURITY**

- 5.01 (a) The Employer shall deduct from each employee's wage an amount equal to the initiation fee and dues regularly assessed by the Union in accordance with its Constitution and By-Laws. The initiation fee and first dues deduction shall commence with the first pay period upon being hired.
- (b) Deductions shall be made from each pay and forwarded to the Union's office on or before the fifteenth (15<sup>th</sup>) day of the month after the month deductions are made.
- (c) The Employer shall also supply the Union with the current address, telephone number, classification, and hourly rate of pay twice a year in electronic form.
- (d) The Employer shall include the amount of Union Dues deducted on the T4 slips.
- 5.02 The Union and its members shall hold the Employer harmless and indemnified from any liability, which arises out of any deductions and remittance.

5.03 No Intimidation

The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

5.04 A representative of the Union shall be given an opportunity to meet with each new Employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new Employee with the Union membership and the Collective Agreement.

5.05 Notification to Union

(a) The Employer will provide the union with a list, quarterly, of all hirings, lay-offs, recalls, and positions which have been vacated within the bargaining unit where such information is available or becomes readily available through the Employer's payroll system.

(b) The Employer 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 in electronic form.

**ARTICLE 6 – MANAGEMENT RIGHTS**

6.01 The Union recognizes and acknowledges that all management rights and prerogatives and the direction of the working forces and the management of the Employer's enterprise are vested exclusively with the Employer and without limiting the generality of the foregoing the exclusive functions of the Employer shall include the following:

(a) to operate and manage its business in every and in all respects;

(b) to maintain order, discipline, efficiency amongst its employees and in connection therewith to establish and enforce reasonable rules, regulations policies and practices from time to time;

- (c) to select, hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim that an employee who has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided: to determine whether vacancies exist and to hire persons to fill vacant positions or newly created positions;
- (d) to have the right to plan, direct and control the work of the employees, the operations of the Employer, and the schedules and procedures of work. This includes the right to introduce new methods, the materials or goods to be used, including the method of operating and control of those materials and goods, facilities, machinery, technology, and equipment, and to direct and control the amount of supervision necessary, to combine or split up departments, work locations, work schedules, and to increase or reduce personnel in any particular area, or in the whole, and the number of employees required for the Employer's purposes and to reduce or increase normal hours of work per day or per week and to determine starting and quitting times; to assign employees to shifts as required;
- (e) to determine the number of shifts, job content and requirements, quality standards, the qualifications of employees; to select and retain employees for positions excluded from the bargaining unit;
- (f) to establish standards of service; to amend or modify standards; to determine new methods to be used; to determine the requirements of a job and the qualifications of an employee to perform the work required.

6.02 The Employer will exercise its management rights in accordance with the Collective Agreement.

6.03 Failure by the Employer to exercise any of its management rights shall not be considered as abandonment of any such rights.

## **ARTICLE 7 – ASSISTANCE, ACCESS, RECORDS**

### **7.01 Assistance of the Union**

- (a) Bargaining unit employees shall have the right to assistance of a Union Steward for any disciplinary meeting with the Employer.

(b) No employee shall be required or permitted to make any written agreement with the Employer which conflicts with the terms of this Agreement. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the name of its Union Representative.

7.02 The Union shall keep the Employer notified in writing of the names of Union Representatives appointed or selected under this Article as well as the effective date of their respective appointments.

7.03 Access to Personnel File

An Employee may request, in writing, an opportunity to view her personnel file in the presence of their Supervisor or delegated representative. The request shall be made at least one (1) week in advance of the review. The information the employee may review will be their application form, any written evaluation or formal disciplinary notations or incident reports in the file.

7.04 Any disciplinary letter of reprimand, suspension or other disciplinary sanction shall be removed from the record after a period of twenty-four (24) months, provided that there has been no subsequent discipline during the twenty-four (24) month period. Leaves of absence in excess of ten (10) continuous calendar days will not count towards the twenty-four (24) month period noted above.

**ARTICLE 8 – UNION STEWARDS AND COMMITTEES**

8.01 The Employer acknowledges the right of the union to elect or select two (2) Union Stewards.

(a) The Union acknowledges that Union Steward(s) have, and must continue to perform, their regular duties and responsibilities for the Employer and that as far as possible, all activities of the Union Steward(s) must be carried on outside of their scheduled working hours, unless otherwise mutually arranged between the parties.

- (b) Stewards shall not leave their regular working duties without first obtaining permission from their immediate supervisor to do so. Such permission shall not be unreasonably denied unless it interferes with the efficient operations of the Employer. If, in the performance of their duties, a Union steward is required to enter an area within the Client's premises in which they are not employed, they shall request permission in advance from their immediate Supervisor.
- (c) A Union Steward shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but not including arbitration.

8.02 The Employer acknowledges the right of the Union to appoint or otherwise elect a Negotiating Committee of not more than two (2) employees and will recognize and deal with said committee. A representative of the Union may participate in such negotiations if requested to do so by either party. Any representative of said negotiating Committee who is in the employ of the Employer shall have the right to attend negotiations for the renewal of this Agreement up to and including conciliation. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Canadian Union of Public Employees, or an executive member of CUPE Local 5441 when negotiating with the Employer.

8.03 The Employer agrees to compensate said committee members for regularly scheduled time spent in negotiations with the Employer up to and including conciliation.

8.04 Union Committee and Stewards

- (a) There shall be two (2) Union Stewards. Subject to Article 9.02, the Union Steward shall be entitled to represent any employee at grievance and/or complaint procedure meetings. The Steward may assist any employee who the Steward represents, in preparing and presenting a grievance in accordance with the grievance procedure.
- (b) A Chief Steward or designate may, in the absence of any Steward, assist in the presentation of any grievance, or with any Steward function.

8.05 Labour-Management Committee Meeting

- (a) 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 Meeting during the term of this Agreement, the following shall apply.
- (b) An equal number of representatives of each party as mutually agreed shall meet at a time and place satisfactory to both parties. A request for a meeting hereunder will be made in writing at least two (2) weeks prior to the date proposed and accompanied by an agenda of matters that are to be discussed, which shall not include matters that are properly the subject of grievances or negotiations for the amendment or renewal of the Agreement.
- (c) Any representative(s) attending such meeting during their regular scheduled hours of work shall not lose regular earnings as a result of such attendance

8.06 Union Business

No employee shall conduct Union business during working hours other than as specifically permitted by this Agreement or with express permission of the Employer.

8.07 All requests under this Article must be submitted to the General Manager and Manager, or their designate. Such requests will not be unreasonably denied.

**ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01 (a) For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable.
- (b) It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible.

9.02 Verbal Complaint

It is understood that an employee has no grievance until they have first given their immediate supervisor or their designate the opportunity to adjust the complaint. A complaint shall only be considered if it is raised and acknowledged by the immediate supervisor within five (5) business days of the event giving rise to the complaint or within five (5) business days after the employee has or ought to have had knowledge of the event giving rise to the complaint. The immediate supervisor will provide a response within five (5) business days. If the complaint is not satisfactorily resolved, the complaint may then be taken up as a grievance in the following manner:

9.03 Step 1

Failing a satisfactory settlement to the complaint, the aggrieved employee, accompanied by a Union Steward, may present their written grievance to the Supervisor or their designate within five (5) days following the response from the 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 Supervisor will deliver their decision in writing within five (5) calendar days following the day on which the grievance was presented to them. Failing settlement, then.

9.04 Step 2

Failing a satisfactory settlement in Step 1, within five (5) business days of reply at Step 1, or at such other date that is mutually agreed to by the parties, a Step 2 meeting will be held for the purpose of reviewing the grievance. The Employee, the Supervisor or their designate, and the Employee's Union Steward will attend this meeting. The decision of the Manager will be made known in writing within five (5) business days from which the aforementioned meeting was held.

9.05 Failing settlement at Step 2, the grievance may be submitted to Arbitration as set out in Article 11.

9.06 A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within five (5) business 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 themselves institute and the regular grievance procedure shall not be thereby bypassed.

- 9.07 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 Manager or their designee within five (5) business 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 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 9.08 The Employer shall have the rights of grievance as the Union, and in this regard, Article 9.06 shall apply.

#### **ARTICLE 10 – GRIEVANCE MEDIATION**

- 10.01 (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) business days after the Employer's written decision has been rendered at the step prior to Arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance Mediation will commence at a time mutually agreed.
- (c) No matter may be submitted to Grievance Mediation, which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- (d) The parties shall agree on a Mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of proceeding shall be made, and legal counsel shall not be used by either party.
- (f) The Mediator will have the authority to meet separately with each party.

- (g) If no settlement is reached following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions in the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator without the permission of both the Union and the Employer. Nothing said or done by the Mediator may be referred to at Arbitration notwithstanding the exception indicated above.
- (h) The Union and Employer will share the cost of the Mediator, if any.

## **ARTICLE 11 – ARBITRATION**

11.01 The party seeking Arbitration shall notify the other party within ten (10) business days of the expired time limit for the last step of the Grievance Procedure, of its intention to proceed to Arbitration and shall signify when such notice a list of three (3) suggested arbitrators to act as a Sole Arbitrator. The recipient of the notice shall within ten (10) business days inform the other party of agreement to one of the suggested arbitrators or provide a list of three (3) alternate arbitrators.

If the parties can agree to a Sole Arbitrator within thirty (30) business days of the notice referring the matter to Arbitration, Where the parties cannot agree on the Sole Arbitrator, either party may request that the applicable government Ministry make the appointment.

- 11.02 Each of the parties shall be responsible for the fees and expenses of its own witnesses and counsel. The fees and expenses of the Sole Arbitrator shall be shared equally by the parties in this Agreement.
- 11.03 The time limits fixed in both the grievance and arbitration procedures may be extended by the mutual consent of the parties to this Agreement, provided however, that all of the time limits set out in both the grievance and arbitration procedures hereunder are mandatory.
- 11.04 No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance or the Collective Agreement in force at the time the grievance arose, unless mutually agreed by the parties.

- 11.05 Any complaint or grievance which is not commenced or processed through the next stage of the grievance or arbitration procedures within the time specified shall be deemed to have been abandoned. However, time limits specified in the grievance or arbitration procedures may be extended by mutual agreement, in writing between the Employer and the Union.
- 11.06 The Arbitrator shall not have any power to alter or change any of the provisions of the Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of the Agreement.
- 11.07 The decision of Arbitrator shall be final and binding.

## **ARTICLE 12 – PROBATION**

- 12.01 A newly hired employee shall be known as a probationary employee until she has actually worked and successfully completed a period of four-hundred and fifty (450) hours worked.

The parties may also agree to mutually extend the probationary period. Any probationary period extensions agreed to will be in writing and will specify the length of the extension. The President of the Local Union or designate will be the signatory.

The discipline, discharge, layoff, or failure to recall after layoff of a probationary Employee is at the absolute discretion of the Employer and will not be subject to the Grievance Procedure. It is agreed that the probationary period is for the purpose of training Employees and to allow the Employer to assess Employee's suitability for continued employment. The Employer agrees not to act arbitrarily, discriminatorily or in bad faith in the application of this provision.

- 12.02 An employee will establish seniority once they have completed their probationary period.

## **ARTICLE 13 – SENIORITY**

- 13.01 Definition of Seniority

Full-Time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Part-Time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each one thousand seven hundred and twenty-five (1725) hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

Seniority will operate on a bargaining unit wide basis.

A part-time employee cannot accrue more than one year's seniority in a twelve-(12) month period.

### 13.02 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have quit the employ of the Employer, and the employment of the employee shall be deemed to have been terminated without further notice for any of the following reasons:

- (a) voluntarily resigns or retires;
- (b) discharged for just cause;
- (c) lay-off in excess of eighteen (18) months;
- (d) absence from work for three (3) consecutive working days without notifying the Employer, unless a reasonable explanation satisfactory to the Employer is provided;
- (e) failure to return to work within seven (7) calendar days after being notified of recall by registered mail or courier or other trackable method, addressed to the last address on the record of the Employer. For purposes of recall it shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number.

### 13.03 Effect of Absence

*((a), (b) and (c) of the following clause are applicable to Full-Time employees only)*

Unless otherwise provided in the Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, 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, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Employer will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or L.T.D. benefits. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

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 or L.T.D. 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 for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits or L.T.D. benefits, or while an employee is on paid or unpaid sick leave (including the Employment Insurance Period).
- (d) Part-time employees shall accrue seniority for the duration of the absence, if an employee's absence is due to a disability resulting in WSIB benefits or L.T.D. benefits, or a disability in accordance with the *Human Rights Code*.

Part-time employees shall accrue service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

- 13.04 Seniority lists shall contain, for each employee listed, name, date of hire, seniority date and employment status. Seniority lists shall be prepared according to the records of the Employer twice per year (April and October) on annual basis and posted on a bulletin board provided by the Employer. Seniority as posted shall be deemed to be final and not subject to complaint unless an employee complains within ten (10) calendar days from the date of posting that their seniority as posted is incorrect. Seniority shall be recognized on a bargaining unit wide basis. The Employer shall provide the Union electronic copies of the Seniority Lists.

## **ARTICLE 14 – JOB POSTING**

### 14.01 Job Posting

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.
- (b) The postings shall stipulate the qualifications, classifications, rate of pay, department and shift and a copy shall be provided to the Chief Steward.
- (c) Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturdays, Sundays and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.
- (d) In matters of promotion and staff transfer appointment shall be made of the senior applicant able to meet the normal requirements of the job. Successful employees need not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.
- (e) The Employer agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Employer provides the Union notice under Article 20.01 (a) of its intention to eliminate the position.
- (f) The name of the successful applicant will be posted on the bulletin board for a period of seven (7) calendar days.

- (g) The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer 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.
- (h) 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.
- (i) A temporary vacancy is a position that is available for a specific term, not to exceed eighteen (18) months, to replace an employee who will be on approved leave of absence: absence such as WSIB disability, sick leave, maternity leave, parental leave. The temporary vacancy will be only for the period of the leave but may be extended should the period of the leave be extended.

A temporary vacancy may also be a position that is available for a special non-recurring task for a finite length of time, not to exceed six (6) months in duration.

All temporary vacancies reasonably expected to last sixty (60) days or more in duration will be posted. The posting will provide the normal information on all job postings and the expected start and completion date of the vacancy.

Successful applicants for temporary vacancies have no obligation to stay in the position past the original expiry date of the job posting.

If the successful applicant for a temporary vacancy is a permanent employee and a member of the bargaining unit, she/he will return to his/her previous position at the end of the term, subject to any changes to the employee's status which would have occurred had she/he not been working in the temporary vacancy.

Nothing in the foregoing precludes an employee from leaving the temporary position early by posting into another position, subject to any other express restrictions in the Collective Agreement.

- 14.02 Employees who wish to apply for a posted position must submit an application in writing to the Employer within the seven (7) days period referred to in Article 14.01.
- 14.03 Temporary vacancies which are not expected to exceed six (6) months will not need to be posted, unless otherwise agreed between the Employer and the Union. However, in cases of pregnancy leave and parental leave, the entire length of the absence shall be considered as a temporary vacancy.
- 14.04 In situations where a part-time or casual employee assumes the duties of a full-time position on a temporary basis, the employee will continue to be treated as a part-time or casual employee for all purposes under the Collective Agreement.
- 14.05 Transfer and Seniority Outside the Bargaining Unit
- (a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the Employer. 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 Employer to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months shall forfeit bargaining unit seniority.
  - (c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.
- 14.06 Transfer of Seniority and Service
- (a) Effective October 7, 2021, and for employees who transfer subsequent to October 7, 2021:

- (b) For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, HOODIP or equivalent, health and welfare benefit plans, and wage progression:
- i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
  - ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each one thousand seven hundred and twenty-five (1725) hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned without loss of seniority to his 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 he not transferred.

#### 14.07 Technological Change

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

The Employer will provide the necessary training to employees required as a result of the introduction of new technology in the workplace.

Employees with one (1) or more years of continuous service who are subject to lay-off under conditions referred to above, will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

## **ARTICLE 15 – CONTRACTING OUT**

### 15.01 Contracting Out

The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out.

### 15.02 Contracting Out

Notwithstanding the foregoing, the Employer may contract out work usually performed by members of the bargaining unit without such contracting-out constituting a breach of this provision if the Employer provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees:

1. to employ the employees thus displaced from the Employer; and
2. in doing so to stand, with respect to that work, in the place of the Employer for the purposes of the Employer's Collective Agreement with the Union, and to execute into an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Employer agrees that it will withdraw the work from any contractor who has failed to meet the aforesaid terms of the contracting-out arrangement.

## **ARTICLE 16 – WORK OF THE BARGAINING UNIT**

16.01 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

## **ARTICLE 17 – HOURS OF WORK**

### **17.01 Daily and Weekly Hours of Work**

#### **Full-Time**

The regular workday will consist of seven and one-half (7 ½) hours (exclusive of one-half (½) hour unpaid meal break) and the regular work week will consist of thirty-seven and one-half (37 ½) hours which may, at the discretion of the Employer, be averaged over a two (2) week pay period so that employees will normally work seventy-five (75) hours in the said two (2) week pay period.

#### **Part-Time**

The regular workday will consist of seven and one-half (7 ½) hours (exclusive of one-half (½) hour unpaid meal break) and the regular work week will consist of twenty-two and one-half (22 ½) hours which may, at the discretion of the Employer, be averaged over a two (2) week pay period so that employees will normally work forty-five (45) hours in the said two (2) week pay period.

### **17.02 (a) Employees will be allowed meal and rest periods within their shift as follows:**

	<b>Meal Period</b>	<b>Rest Period</b>
Up to 5 Hours	Nil	Nil
Over 5 hours, but less than 8 hours	1	1
8 hours or more	1	2

- i) Rest period shall consist of fifteen (15) minutes. Rest periods are paid time.
- ii) The unpaid lunch or meal period will be thirty (30) minutes uninterrupted, except in cases of emergency.

**17.03** The Employer will endeavour to post schedules at least two (2) weeks in advance of the start of the new schedule.

**17.04** During the changeover from daylight savings time to Eastern Standard Time or vice versa, an employee shall be paid for their actual hours worked.

### **17.05 Part Time and Casual Availability**

- (a) Availability must be submitted at least three (3) weeks in advance of the start of a schedule.

- (b) Part-timers who do not make themselves available for extras shifts will be deemed to be unavailable for additional shifts and will not be scheduled unless the employee indicates otherwise.
- (c) The Employer will accept standing availability.
- (d) Casuals who do not make themselves available outside of the requirements in this Article may nonetheless be contacted for available shifts

17.06 Once an available shift is offered and accepted, it is considered scheduled, and the employee is responsible for reporting to work as scheduled.

17.07 Shift Exchange

- (a) Employees may exchange scheduled days and days off with other qualified employees, providing that they submit such requests in writing for approval, forty-eight (48) hours in advance or seventy-two (72) hours in advance for weekend shifts to their supervisor. Such requests will be presented on an Employer approved form and will not be unreasonably denied.
- (b) Shift exchanges will not result in any overtime or sick pay.
- (c) Shift exchanges shall only occur within the posted pay period.

**ARTICLE 18 – OVERTIME AND PREMIUMS**

18.01 Definition of Regular Straight Time Rate of Pay

The regular straight time rate of pay is that prescribed in wage schedule of the Collective Agreement.

18.02 Overtime is defined as authorized work performed in excess of a scheduled shift, or in excess of seventy-five hours per two-week period. Overtime shall be paid for at the rate of time and one-half (1 ½) the employee's straight time hourly rate.

18.03 Overtime Premium and No Pyramiding

Subject to any superior conditions, the overtime rate shall be time and one-half (1 ½) the employee's straight-time hourly rate.

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

Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

18.04 Time Off In Lieu of Overtime

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 Employer, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Employer shall revert to payment of premium rate if time off is not taken within ninety (90) calendar days of the work week in which the overtime was earned or, with the employee's agreement, within twelve (12) months of that work week.

18.05 Reporting Pay

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 except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work. Part-time employees scheduled to work less than seven and one-half (7 ½) hours per day will receive a pro-rated amount of reporting pay.

18.06 Call Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 ½) times their regular hourly earnings. Superior provisions shall remain.

Effective June 13, 2023, where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours of pat at the rate of two (2) times their regular hourly earnings. Superior provisions shall remain.

#### 18.07 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three dollars and thirty cents (\$3.30) per hour for all hours on standby. Effective September 29, 2016, where such standby duty falls on a paid holiday, as set out in Article 25.07, the employee shall receive standby pay in the amount of four dollars and ninety cents (\$4.90) per hour.

Standby pay shall, however, cease where an employee is called into work under Article 18.06 above and works during the period of standby.

#### 18.08 Shift and Weekend Premiums

Employees shall be paid a shift premium of one dollar and twenty-six cents (\$1.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

Effective June 13, 2023, employees shall be paid a shift premium of two dollars and twenty-six cents (\$2.26) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

One dollar and twenty-seven cents (\$1.27) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other 48-hour period as may be agreed upon by the local parties.

Effective June 13, 2023, two dollars and seventy-seven cents (\$2.77) per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday, or such other forty-eight- (48) hour period as may be agreed upon by the local parties.

For clarity, employees will be paid both shift and weekend premiums when working hours eligible for both premiums.

## **ARTICLE 19 – LEAVES OF ABSENCE**

19.01 The Employer may grant a request for a leave of absence without pay for personal reasons, provided the Employer receives at least four (4) weeks' notice in writing (except in case of emergency) and provided that such leave may be arranged without undue inconvenience to the normal operations. Applicants when applying must indicate the reason for the leave of absence, the date of departure and specify the date of return. The Employer will reply to the request in writing with a copy to the Union. Such requests shall not be unreasonably denied.

19.02 Employees who are on leave of absence will not engage in gainful employment while on such leave. If an employee does engage in alternate gainful employment without prior written consent of the Employer, while on such leave of absence, they will forfeit all seniority rights and privileges contained in this Agreement and will be subject to discharge.

19.03 No employee will accumulate seniority, vacation allowances, be paid for paid holidays (if the leave is in excess of thirty (30) calendar days), nor will any other benefits in this Agreement accrue or be paid while the employee is on leave of absence, but seniority and other accumulated credits established at the point of leave will be reinstated upon return to work unless legislation stipulates otherwise.

19.04 The Employer will comply with the requirements of the *Employment Standards Act*, as amended from time to time with respect to maternity leave, parental leave and emergency leave.

### 19.05 **Bereavement Leave**

Any employee who notifies the Employer as soon as possible following bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent.

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of his or her aunt or uncle, niece or nephew.

The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

- (a) Individuals may be granted the flexibility to distribute their bereavement leave entitlement over two (2) or more occasions, not exceeding the total entitlement, in order to support religious and/or cultural diversity. Where employees request to distribute their bereavement leave entitlement over two (2) or more occasions, the complete leave must be taken within twelve (12) months of the date of death.

19.06 A) Jury & Witness Duty

*(The following clause is applicable to full-time employees only)*

If an employee is required to attend jury selection or 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 Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

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

Where a full-time employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the Employer. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

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 Employer on his regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the Employer 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 Employer is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

19.06 B) Jury & Witness Duty

*(The following clause is applicable to part-time employees only)*

If an employee is required to attend jury selection or 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 Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;

- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

Where a part-time employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the Employer. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

In addition to the foregoing, where a part-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 Employer on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above.

#### 19.07 Union Leave

- (a) The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the Collective Agreement provided that such leave will not interfere with the efficient operation of the Employer. Such leave will not be unreasonably denied.

In requesting such leave of absence for an employee or employees, the Union must give at least four (4) weeks clear notice in writing to the Employer, unless not reasonably possible to give such notice.

The cumulative total leave of absence, the number of employees that may be absent at any one time from any one area shall be three (3), and the number of days of absence shall be fifty (50).

During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

Notwithstanding the above, time spent by the eight (8) Executive Board members and seven (7) Alternate Executive Board members of the Ontario Council of Hospital Unions to fulfill the duties of the position shall be in addition to leave for Union Business under this clause.

Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

- (b) In addition to the above, a part-time or casual employee who is attending to union business when not regularly scheduled to work shall be deemed to be on union leave and the amount of such leave shall not be deducted from the number of days of absence identified above. Such part-time or casual employee will be credited with seniority for the number of hours of such leave to a maximum of thirty-seven and one-half (37 ½) hours per week. The Union will advise the Employer of the number of such hours.

19.08 A) Pregnancy Leave

*(The following clause is applicable to full-time employees only)*

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal 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 plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Employer will pay the employee seventy-five percent (75%) of her normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (f) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

19.08 B) Pregnancy Leave

*(The following clause is applicable to part-time employees only)*

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal 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 plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Employer will pay the employee seventy-five percent (75%) of her normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.
- (g) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### 19.09 A) Parental Leave

*(The following clause is applicable to full-time employees only)*

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.

- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between seventy-five percent (75%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

Where an employee elects to receive parental leave benefits pursuant to Section 12 3.(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12 3.(b)(i) of the *Employment Insurance Act*.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing, the Employer shall pay the employee seventy-five percent (75%) of his or her normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (g) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

19.09 B) Parental Leave

*(The following clause is applicable to part-time employees only)*

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing. An employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding eleven (11) weeks. That benefit shall be equivalent to the difference between seventy-five percent (75%) of the employee's normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

Where an employee elects to receive parental leave benefits pursuant to Section 12 3.(b)(ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12 3.(b)(i) of the *Employment Insurance Act*.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing the Employer shall pay the employee seventy-five percent (75%) of his or her normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment 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) Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks after the parental leave began, if the employee also took pregnancy leave, and sixty-three (63) weeks after the parental leave began otherwise, while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
- (g) The Employer will continue to pay the percentage in lieu of benefits and its share of the pension contribution for a period of up to eleven (11) weeks while the employee is on parental leave. The Employer will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

#### 19.10 Education Leave

If required by the Employer, an employee shall be entitled to leave of absence with pay and with full credit for service and seniority and benefits to take courses and to write examinations to upgrade his or her employment qualifications. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

Subject to operational requirements, the Employer 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 Employer.

#### 19.11 Medical Care and Emergency Leave

An employee is entitled to a leave of absence without pay because of any of the following:

1. A personal illness, injury or medical emergency.
2. The death, illness, injury or medical emergency of an individual described in this Article.
3. An urgent matter that concerns an individual described in this Article.

For the purposes of this Article, the individuals referred to in this Article are:

- the employee's spouse;
- a parent, step-parent or foster parent of the employee or the employee's spouse;
- a child, step-child or foster child of the employee or the employee's spouse;
- a grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse;
- the spouse of a child of the employee;
- the employee's brother or sister;
- a relative of the employee who is dependent on the employee for care or assistance.

An employee who wishes to take leave under this section shall advise his or her Employer that he or she will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave as soon as possible after beginning it.

An employee is entitled to take a total of ten (10) days' leave under this section each year. If an employee takes any part of a day as leave under this section, the Employer may deem the employee to have taken one day's leave on that day for the purposes of this Article. The Employer may require an employee who takes leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

Upon the conclusion of an employee's leave under this Article, the Employer shall reinstate the employee to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

#### 19.12 Compassionate Care Leave

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that twenty-six- (26) week period in accordance with section 49.1 of the *Employment Standards Act, 2000*.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.
- (d) The employee and the Employer will continue to pay their respective shares of the benefits and pension premiums

### **ARTICLE 20 – LAYOFFS AND RECALL**

#### 20.01 (a) Notice

In the event of a proposed layoff at the Employer of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- i) provide the Union with no less than three (3) months' written notice of the proposed layoff or elimination of position; and
- ii) provide to the affected employee(s), if any, who will be laid off with no less than three (3) months' written notice of layoff, or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

## 20.02 Lay-off Procedure

The Employer will make every effort, when effecting layoffs, to lay off by inverse order of seniority, provided that those who remain have the qualifications, skills or ability to perform the duties of the job in questions.

In the event of a reduction in the workforce an employee shall exercise their seniority to displace the most junior employee, in their classification, in the bargaining unit provided the employee has the qualifications, skill(s), ability, and is competent to do the work.

Recall of the employee(s) on lay-off shall be in the inverse order of lay-off, by classification, by location, provided the employee(s) being recalled has the qualifications, skill(s), ability, and is competent to do the work available.

A post-probationary employee shall retain the rights of recall as per Article 13.02.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

No new employee 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.

### 20.03 Benefits on Layoff

*(The following clause is applicable to full-time employees only)*

In the event of a lay-off of a full-time employee the Employer shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the lay-off occurs or until the laid off employee is employed elsewhere, whichever occurs first.

## **ARTICLE 21 – BULLETIN BOARDS**

21.01 The Employer agrees that notices concerning Union activities may be posted on a bulletin board designated by the Employer. All Union notices must be provided by proper officials of the Union and submitted to the Employer for approval before being posted or distributed.

## **ARTICLE 22 – HEALTH AND SAFETY**

### 22.01 Vaccinations

The parties agree that influenza vaccinations may be beneficial for patients and employees. Upon a recommendation pertaining to a facility or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) The Employer recognizes that employees have the right to refuse any recommended or required vaccination.
- (b) If an employee refuses to take the recommended or required vaccine required under this provision, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

- (c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (f) This Article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

**ARTICLE 23 – MISCELLANEOUS**

23.01 An employee is responsible for ensuring that their address, phone number and name change be up to date and on record with the Employer. The Employer will utilize the most recent information available in its system when corresponding with the employee.

**ARTICLE 24 – VACATIONS**

24.01 A) Full-Time Vacation Entitlement, Qualifiers and Calculation of Payment

*(The following clause is applicable to Full-Time employees only)*

An employee who has completed the following number of continuous years of service:	But less than the following number of continuous years of service:	Is entitled to the following number of weeks of annual vacation with pay:
1	2	2
2	5	3
5	12	4
12	20	5

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 13.03, Effect of Absence.

24.01 B) Part-Time Entitlement, Qualifiers and Calculation of Payment

*(The following clause is applicable to part-time employees only)*

*Subject to any superior conditions:*

An employee who has completed the following number of continuous hours of service:	But less than the following number of continuous hours of service:	Is entitled to the following percentage of vacation pay, plus the equivalent time off:
Less than 3,450		4%
3,450	8,625	6%
8,625	20,700	8%
20,700	34,500	10%

*Progression on Vacation Schedule (Part-Time)*

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the vacation scale, on the basis of one (1) year for each one thousand seven hundred and twenty-five (1725) hours worked.

24.02 Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 ½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

24.03 Illness During Vacation

*(The following clause is applicable to full-time employees only)*

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three (3) days.

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.

**24.04 Bereavement During Vacation**

Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.05.

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.

**ARTICLE 25 – HOLIDAYS**

**25.01 Number of Holidays**

*(The following clause is applicable to full-time employees only)*

There shall be twelve (12) holidays, and these holidays are set out in Article 25.07.

Should the Employer 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 Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide the number of paid holidays as noted above remains unchanged.

**25.02 Definition of Holiday Pay and Qualifiers**

*(The following clause is applicable to full-time employees only)*

Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, as set out in Article 25.07, or to qualify for a lieu day an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.

An employee who was scheduled to work on a holiday, as set out in Article 25.07, and is absent shall not be entitled to holiday pay or to a lieu day to which she would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

**25.03 Payment for Working on a Holiday**

*(The following clause is applicable to full-time employees only)*

If an employee is required to work on any of the holidays set out in Article 25.07 the employee shall be paid at the rate of time and one-half (1 ½) her regular straight time hourly rate of pay for all hours worked on such holiday subject to Article 25.04. In addition, if the employee qualifies in accordance with Article 25.02 above the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

Other provisions if any, relating to the scheduling of lieu days or relating to the payment of holiday pay instead of receiving a lieu day off are located in Article 25.07.

**25.04 Payment for Working on a Holiday**

*(The following clause is applicable to part-time employees only)*

The holidays listed in the part-time Article 25.07 for the purposes of Article 25.03 shall be the same holidays as are listed in the full-time Article 25.07.

If an employee is required to work on any of the holidays set out in Article 25.07 the employee shall be paid at the rate of time and one-half (1 ½) her regular straight time hourly rate of pay for all hours worked on such holiday.

25.05 Payment for Working Overtime on a Holiday

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

25.06 Christmas and New Year's Scheduling Employees may indicate their preference to work Christmas and/or New Year's in writing no later than November 1<sup>st</sup>. The Employer will endeavor to accommodate such requests, on the basis of seniority, if operations allow.

25.07 Paid Holidays

All full-time employees shall receive the following holidays with pay:

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

Christmas Day, Boxing Day, New Year's Day and Canada Day may fall on a Saturday or a Sunday. When this occurs the actual day of the holiday will be the only day for which premium payment is made for hours worked.

However, the following Monday and/or Tuesday shall be observed as a lieu day for employees which are regularly scheduled to work Monday to Friday only.

**ARTICLE 26 – SICK LEAVE**

26.01 In the case of a scheduled absence, such as surgery, an employee must provide notice of the expected length of absence to their supervisor at the earliest opportunity.

26.02 HOODIP

*(The following clause is applicable to full-time employees only)*

(a) The Employer will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan Brochure.

The Employer will pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short- and long-term portions of the disability program, employees on the payroll as of the effective date of the transfer shall be credited with full service.

- (b) Effective the first of the month following the transfer, all existing sick leave plans in the affected Employers shall be terminated and any provisions relating to such plans shall be null and void under the respective Collective Agreements except as to those provisions relating to pay-out of unused sick leave benefits which are specifically dealt with hereinafter.
- (c) Existing sick leave credits for each employee shall be converted to a sick leave bank to the credit of the employee. The "sick leave bank" shall be utilized to:
  - 1. supplement payment for lost straight time wages on sick leave days under the new program which would otherwise be at less than full wages or no wages and,
  - 2. where a pay-out provision existed under the former sick leave plan in the Collective Agreement, pay-out on termination of employment shall be that portion of any unused sick leave days under the former conditions relating to pay-out,
  - 3. where, as of the effective date of transfer, an employee does not have the required service to qualify for pay-out on termination, his existing sick leave credits as of that date shall nevertheless be converted to a sick leave bank in accordance with the foregoing and he shall be entitled, on termination, to that portion of any unused sick leave days providing he subsequently achieves the necessary service to qualify him for pay-out under the conditions relating to such pay-out.

4. an employee who, as of the effective date of transfer, has accumulated sick leave credits and is prevented from working for the Employer on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the *Workplace Safety & Insurance Act*, the Employer, on application from the employee will supplement the award made by the Workplace Safety & Insurance Board for loss of wages to the employee by such amount that the award of the Workplace Safety & Insurance Board for loss of wages, together with, the supplementation of the Employer, will equal one hundred percent (100%) of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

- (d) There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- (e) The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- (f) Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 26.02, including HOODIP and equivalents, may be subject to the grievance and arbitration under the provisions of this Collective Agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

- (g) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
- (h) The Employer shall pay the full cost of any medical certificate required of an employee.
- (i) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this agreement.

Note: Provisions 26(c)(3). and 26(c)(4). shall apply for the short and long-term disability plan to those employees in the full-time Collective Agreements who are now on an accumulating sick leave plan. Any Medical/Dental Care provisions currently in the agreement shall be removed.

26.03 Injury Pay

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

**ARTICLE 27 – PRINTING**

27.01 The Employer and the Union shall share the cost equally of the printing of the Collective Agreement.

**ARTICLE 28 – NO STRIKES OR LOCKOUTS**

28.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the terms of this Agreement. The meaning of the words "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

## **ARTICLE 29 – COMPENSATION**

### 29.01 (a) Job Classification

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

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

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

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

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 her position, the Employer 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.

(b) Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Employer notifies the local Union of the rate of pay pursuant to Article 27.01 (A) above.

## **ARTICLE 30 – HEALTH AND WELFARE**

### **30.01 Insured Benefits**

*(The following clause is applicable to full-time employees only)*

The following provision will appear in all Collective Agreements replacing any provision related to insured benefits that existed in the Employer's expiring Collective Agreement, (subject to inserting in the following language any percentage contribution by the Employer which is greater than that contained in the following provision):

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

- (a) The Employer agrees to pay one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the Blue Cross Semi-Private Plan in effect as of September 28, 1993, or comparable coverage with another carrier.

- (b) The Employer agrees to contribute seventy-five percent (75%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below) or comparable coverage with another carrier providing for twenty-two dollars and fifty cents (\$22.50) (single) and thirty-five dollars (\$35.00) (family) deductible, providing the balance of monthly premiums is paid by the employee through payroll deductions.

Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug.

Subject to superior conditions services of a chiropractor and of a licensed or registered physiotherapist, psychologist, psychotherapist, social worker, psychoanalyst, family therapist, clinical counsellor, massage therapist, speech therapist, naturopath, acupuncturist, audiologist, dietician, occupational therapist, osteopath or osteopathic practitioner, podiatrist or chiropodist, will be covered to an annual combined maximum of two thousand and five hundred dollars (\$2500.00) per person.

Effective June 13, 2023, subject to superior conditions, services of a licensed or registered massage therapist will be covered up to an annual maximum of three hundred and seventy-five dollars (\$375.00).

Effective September 29, 2022, subject to superior conditions, mental health services by a psychologist, registered psychotherapist or social worker (MSW) will be covered up to a maximum of eight hundred dollars (\$800.00) annually.

Vision care maximum three hundred dollars (\$300.00) every twenty-four (24) months in addition to eye examinations biennially, and hearing aid acquisition every thirty-six (36) months. Vision care coverage can be used for laser eye surgery.

Effective June 13, 2023, vision care maximum of four hundred and fifty dollars (\$450.00) every twenty-four (24) months in addition to eye examination biennially, and hearing aid acquisition every thirty-six (36) months. Vision care coverage can be used for laser eye surgery.

- (c) The Employer agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Employer under HOOGLIP in effect as of September 28, 1993, or such other group life insurance plan currently in effect providing the balance of the monthly premium is paid by the employee through payroll deductions.
- (d) The Employer agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross #9 Dental Plan in effect as of September 28, 1993, or comparable coverage with another carrier.
  - i) Dental recall, including preventative services, every nine (9) months.
  - ii) The Employer also agrees to contribute seventy-five percent (75%) of the billed premiums towards coverage of Blue Cross rider #2 (or equivalent) [complete and partial dentures] at 50/50 co-insurance and Blue Cross rider #4 (or equivalent) [crowns, bridgework, and repairs to same] at 50/50 co-insurance to a combined annual maximum of two thousand dollars (\$2000.00), and a two thousand-dollar (\$2000.00) lifetime maximum for orthodontic services, providing the balance of the monthly premiums are paid by the employee through payroll deduction.
  - iii) The dental plan fee schedule for services for the dental plan benefits provided above shall be based on the current ODA fee schedule as it may be updated from time to time.
- (e) The Employer will provide equivalent coverage to all employees who retire early and have not yet reached age sixty-five (65) and who are in receipt of HOOPP plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Employer will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Employer to the billed premiums of active employees.
- (f) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

### 30.02 Change of Carrier

*(The following clause is applicable to full-time employees only)*

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. The Employer shall notify the Union sixty (60) days in advance of making such a substitution to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein. The Employer will provide the Union with the full details of any changes made by an existing carrier to current plan provisions.

### 30.03 Pension

*(The following clause is applicable to full-time employees only)*

The Employer shall be a Participating Employer in the Healthcare of Ontario Pension Plan ("HOOPP") as per the terms of that Plan. All full-time employees shall be enrolled in HOOPP. All present non-full-time employees shall be offered membership in HOOPP immediately. All new non-full-time employees shall be offered membership in HOOPP on their first day of employment and can join HOOPP at any time subject to the eligibility requirements of the plan.

### 30.04 Benefits for Part-Time Employees

*(The following clause is applicable to part-time employees only)*

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to fourteen percent (14%) of his/her regular straight time hourly rate for all straight time hours paid.

**ARTICLE 31 – DURATION AND TERMINATION**

31.01 This Agreement shall be binding and continue in effect November 8, 2021, to March 31, 2025, and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of March 21, 2025. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

Signed in Toronto this 26<sup>th</sup> day of January, 2026.

CUPE Local 5441.04:

Compass Group Canada:

*Norma Sparks*

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*David Seymour*  
David Seymour (Jan 26, 2026 13:50:34 EST)

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*Demetri Klerudes*

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*L Williams*  
L Williams (Jan 26, 2026 13:47:50 EST)

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*Patrick John Arriola*  
Patrick John Arriola (Jan 28, 2026 14:27:49 EST)

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*Laverne Davis*  
Laverne Davis (Jan 28, 2026 10:58:01 EST)

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*[Signature]*

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**SCHEDULE A – WAGES**

**Effective November 8, 2021:**

<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
\$23.86	\$24.59	\$25.36	\$26.14	\$26.95

**Effective November 8, 2022 (3.5%):**

<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
\$24.70	\$25.45	\$26.25	\$27.05	\$27.89

**Effective November 8, 2023 (3.0%):**

<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
\$25.44	\$26.21	\$27.04	\$27.87	\$28.73

**Effective November 8, 2024 (3.0%):**

<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
\$26.20	\$27.00	\$27.85	\$28.70	\$29.59

**LETTER OF UNDERSTANDING #1**

**Re: Application of Article 17.02 (a)**


Where an employee is eligible for two (2) rest periods as defined in Article 17.02 (a), an employee may combine such paid rest periods to form one (1) thirty (30) minute paid rest period. Request to combine paid rest periods will be subject to approval from the Manager, or their designate and subject to operational needs.

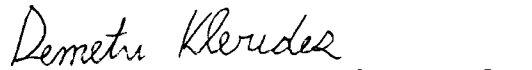
Signed in Toronto this 26<sup>th</sup> day of January, 2026.


CUPE Local 5441.04:

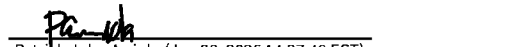
Compass Group Canada:

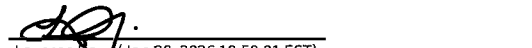


  
David Seymour (Jan 26, 2026 13:50:34 EST)



  
L Williams (Jan 26, 2026 13:47:50 EST)

  
Patrick John Arriola (Jan 28, 2026 14:27:49 EST)

  
Laverne Davy (Jan 28, 2026 10:58:01 EST)



## **LETTER OF UNDERSTANDING #2**

### **Re: Trial Schedule**

The parties wish to ensure the maintenance of the highest standard operational flexibility and service efficiency as possible. In addition, the parties wish to maintain the quality of working life and ensure adequate staffing resources.

Therefore, the parties agree as follows:

1. The parties agree to meet at a Labour-Management meeting, within ninety (90) days of ratification to discuss trialing an alternate schedule.
2. The parties agree to work cooperatively to address operational needs in the context of the trial schedule, which may provide the opportunity for full-time employees to work a Monday to Friday rotation and will require part-time employees to hold a rotation. All discussions and solutions must be conducted in good faith and on a without prejudice basis.
3. Notwithstanding the aforementioned discussions, the formal establishment of the trial schedule will be at the sole discretion of the Employer, including but not limited to the schedule rotation, the scheduling of the unpaid mealtime and relief periods.
4. Following the establishment of the trial schedule, employees will be provided the opportunity to select lines in seniority order ("Line Picking"). The Employer will set a date for line picking. The date for line picking will be at least seven (7) calendar days after the establishment of the trial schedule. During line picking, employees will select an available line, for which they have the skill and ability to perform, based on seniority, with the most senior employee selecting first. Employees will be scheduled for line picking in appropriate time intervals in accordance with the updated Seniority List (most senior first) in order to allow the employee sufficient time to select their line. The employees will have the choice of attending the line picking meeting in person, providing a telephone number where they can be reached during their scheduled time or completing a selection preference sheet for the Employer.
5. The effectiveness of this trial schedule will be reviewed on a regular basis between the parties at proposed Labour-Management meetings.

6. The Parties agree that the provisions of this Letter of Understanding, including but not limited to the trial schedule itself, will be discontinued and no longer apply upon the Employer providing fourteen (14) days' written notice to the Union.
7. The parties agree this Letter of Understanding is entered into on a without prejudice or precedent basis, that it does not bind either party and is therefore not a grievance article of the Collective Agreement.

Signed in Toronto this 26<sup>th</sup> day of January, 2026.

CUPE Local 5441.04:

Compass Group Canada:

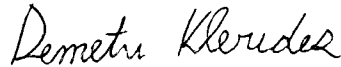


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David Seymour (Jan 26, 2026 13:50:34 EST)

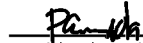


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L Williams (Jan 26, 2026 13:47:50 EST)



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Patrick John Arriola (Jan 28, 2026 14:27:49 EST)



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Laverne Davy (Jan 28, 2026 10:58:01 EST)



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