

# **COLLECTIVE AGREEMENT**

Between

**GDI Services (Canada) LP**

*(hereinafter called the "Employer")*

**Unity Health Toronto (Providence Healthcare Site)**

**Toronto, Ontario**

And

**The Canadian Union of Public Employees**

**and its Local 5441.02**

*(hereinafter called the "Union")*

**September 29, 2021 through September 28, 2024**

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## **ARTICLE 1 – PURPOSE**

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

## **ARTICLE 2 – RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of GDI Services (Canada) LP at Unity Health Toronto (Providence Site) in Toronto, Ontario.

2.2 Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except in the event of and for the duration of emergencies when regular employees are not readily available, or in cases mutually agreed to by the parties.

2.3 Job Security

The Employer will not contract out any work which will result in an employee in the Bargaining Unit being laid off or suffering a reduction in their regular hourly rate of pay.

2.4 No Other Agreements

No employee shall be required or permitted to make a written or verbal Agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

2.5 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

2.6 Scope of Agreement

This Collective Agreement is fully applicable to all full-time, part-time, casual or temporary employees.

2.7 Full-Time Employees

Full-time employees shall be defined as those employees who are regularly scheduled to work thirty-seven and one-half (37.5) hours per week.

2.8 Part-Time Employees

Part-time employees shall be defined as those employees who are regularly scheduled to work twenty-four (24) hours or less per week.

2.9 Casual Employees

A casual employee is one who is not regularly scheduled and who is called in to work as needed.

2.10 Temporary Employees

A temporary employee is one who is employed for any of the following reasons:

- (a) To replace an employee who is on an approved or legislated leave of absence.
- (b) To work on a special project or undertaking.
- (c) To work on a seasonal basis to meet seasonal needs.
- (d) To meet unexpected and/or peak workload demands.

Any temporary vacancy expected to be six months or longer shall be posted.

Temporary employees may be hired for one of the above-noted reasons, after any obligations contained in this collective agreement to otherwise fill the temporary vacancy have been met, including scheduling Part-Time employees on the basis of their availability, up to thirty-seven and one-half (37.5) hours a week.

The release or discharge of temporary employees shall not be the subject of a grievance or arbitration.

Temporary assignments which are known at the time of filling to be six (6) months or more in length, shall be filled in accordance with the provisions of Article 13 (Job Posting).

Temporary employees may apply for and be considered for bargaining unit positions during the period of their employment in accordance with Article 13 (Job Posting) and, if successful in being selected for a non-temporary position, shall have their service as a temporary employee counted towards their seniority.

Upon request, the Employer shall provide the Union with information to verify that the use of temporary employees meets the requirements of this Article.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.1 The Union recognizes that the management and the direction of the working forces are fixed exclusively with the Employer and shall remain solely with the Employer and without limiting the generality of the foregoing it is the exclusive function of the Employer to:
- (a) Maintain order, discipline and efficiency.
  - (b) Hire, design, discharge, direct, classify, transfer, promote, demote, lay off, recall, suspend and otherwise discipline employees, provided that if an employee claims they have been discharged or disciplined without just cause they may file a grievance in accordance with the grievance procedure.
  - (c) Establish, alter and enforce reasonable rules and regulations to be observed by the employees.
  - (d) Determine the kind and location of machines and equipment to be used, the allocation and number of employees required from time to time, the services to be performed and all other rights and responsibilities of management not specifically modified elsewhere in this Agreement.

- 3.2 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Employer's rules and regulations, a copy of which shall be given to the Union, or any of the provisions of the Agreement shall be deemed to be sufficient cause for discipline of any employee, provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.
- 3.3 The Employer will not exercise its rights in a manner inconsistent with the provisions of the Agreement.

#### **ARTICLE 4 – WORKPLACE CONDUCT**

- 4.1 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives against any of the employees of the Employer. The Union further agrees that there will be no Union activity on the Employer's premises except as provided for in this Agreement, or except as mutually agreed.

4.2 **No Discrimination**

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 by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, disability, sexual orientation, political affiliation or activity or place of residence.

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 their activity or lack of activity in the Union.

## **ARTICLE 5 – STRIKES AND LOCKOUTS**

- 5.1 The Employer agrees that there will be no lockout and the Union agrees that there shall be no strike or slowdown during the term of this Agreement. The term “strike” and “lockout” shall have the meaning given in the Ontario *Labour Relations Act*.

## **ARTICLE 6 – UNION SECURITY**

- 6.1 All employees of the Employer, as a condition of employment, shall become and remain members in accordance with the Constitution and By-Laws of the Union.
- 6.2 The Employer agrees to acquaint new employees with the fact that a Union Agreement exists and with the conditions of employment contained therein. On commencing employment, the employee’s immediate Supervisor shall introduce the new employee to their Union Steward or Representative, who will provide them with a copy of the Collective Agreement, this copy being provided to them free of charge by the Union.
- 6.3 The Employer shall deduct from every employee any monthly dues, initiations or assessments levied in accordance with the Union Constitution and/or By-Laws and owing by them to the Union.
- 6.4 Deductions shall be made from the first payroll period of each month and shall be forwarded to the Treasurer of the Union not later than the 25<sup>th</sup> day of the month, accompanied by a list of names, classifications and addresses of employees from whose wages the deductions have been made.

The Employer shall include on the income tax (T4) slips the amount of Union dues deducted from each Union member in the previous year.

- 6.5 The Employer will provide the Union with a list, monthly, of all hirings, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Employer’s payroll system.



## **ARTICLE 7 – UNION REPRESENTATION**

7.1 In representing an employee or group of employees, an elected or appointed Representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### 7.2 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and shall consist of not more than two (2) members of the Union, and the Bargaining Unit Site Vice-President, who together shall constitute the Bargaining Committee. The Union will advise the Employer of the Union nominees to this Committee.

### 7.3 Function of the Bargaining Committee

All matters pertaining to performance of work, operation problems, rates of pay, hours of work, collective bargaining and other working conditions shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement.

### 7.4 Meeting of the Bargaining Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

### 7.5 Representative of the National Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with or negotiating with the Employer or for any other Union-related business or activity. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance providing approval for this has first been obtained from the Employer.

### 7.6 Time Off for Meeting with the Employer

Any Representative of the Union who is in the employ of the Employer shall have the right to attend meetings with the Employer within working hours without loss of pay and remuneration.

7.7 Technical Information

The Employer shall make available to the Union, on request, information required by the Union such as Job Descriptions, Positions in the Bargaining Unit, Job Classifications, Wage Rates or information applicable to any other benefits within this Collective Agreement.

**ARTICLE 8 – LABOUR MANAGEMENT COMMITTEE**

8.1 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 terms of this Agreement, the following shall apply:

- (a) An equal number of representatives for each party, as mutually agreed, shall meet at a time and place mutually satisfactory at minimum four times a year. A request for a meeting hereunder will be made, in writing, prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Agreement.
- (b) Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. It is also agreed that the topic of the utilization of full-time and part-time staff is an appropriate topic for the Labour Management Committee. The Committee shall have access to work schedules and job postings, upon request.
- (c) It is understood that joint meetings with other Labour Management Committees in the Employer may be scheduled concerning issues of mutual interest if satisfactory to all concerned.
- (d) Where two (2) or more Agreements exist between the Employer and CUPE, the Committee may be a joint one representing employees under both Agreements, unless otherwise agreed.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### 9.1 Settling a Grievance

An earnest effort shall be made to settle grievance(s) fairly and promptly in the following manner:

- Step 1** The employee(s), together with the Steward, shall present the grievance, in writing, to the Employer's Representative within ten (10) days of becoming aware of the alleged violation and shall first seek to settle the dispute with them.
- Step 2** Failing satisfactory settlement within three (3) working days after the dispute was submitted under Step 1, the employee(s) concerned, together with the Bargaining Unit Vice-President, will submit to the Employer's Area Manager a written statement of the particulars of the grievance and the redress sought. A meeting shall take place within five (5) working days of receipt of the grievance with all parties concerned to attempt to resolve the grievance. The Employer's Supervisor shall render their decision, in writing, within four (4) working days following the meeting.
- Step 3** Failing settlement being reached in Step 2, the employee(s) concerned, together with the Grievance Committee, shall submit the grievance, in writing, to the Employer's Executive Vice President of Labour Relations or their designee within five (5) working days after receipt of such notice. A meeting shall take place within five (5) working days of receipt of the grievance with all parties concerned to attempt to resolve the grievance. The Employer's Vice President or their designee shall render their decision, in writing, within four (4) working days following the meeting.
- Step 4** Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration, in writing, to the Vice President of Labour Relations or their designee.

9.2 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of the Supervisor, which permission shall not be unreasonably denied or delayed.

9.3 Definition of Grievance

A grievance shall be defined as any difference between the parties arising from the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

9.4 Policy Grievance

Grievances concerning a dispute involving a question of general application or interpretation or alleged violation of the Agreement shall be initiated at Step 3 of the Grievance Procedure.

9.5 Group Grievance

Grievances concerning a group of employees where a number of employees have identical grievances shall be initiated at Step 2 of the Grievance Procedure.

9.6 Employer Grievance

A grievance by the Employer shall be given to the Union Grievance Committee in writing and shall commence at Step 2 of the Grievance Procedure. If not settled at this stage, then the matter may be processed to arbitration in the same manner as an employee grievance.

9.7 Suspension/Discharge Grievance

Subject to the provisions of Article 12.3, where a grievance is filed by the Union alleging wrongful or unjust discharge or suspension of an employee, it shall be initiated at Step 3 of the Grievance Procedure.

9.8 Facilities for Grievance

The Employer shall supply the necessary facilities for the grievance meetings which, if held at Providence Healthcare, shall be subject to prior approval by Providence Healthcare authorities.

9.9 Failure to Act Within Time Limits

In this Article and in Article 10, a day means a calendar day.

If the grievor or the Union fails to process a grievance to the next step in the Grievance Procedure within the time limits specified, these time limits may be extended by mutual consent, in writing, between the grievor, or the Union, and the Employer. Failing agreement, the grievance will be deemed to be withdrawn by the Union subject only to the provisions of s. 48(16) of the Ontario *Labour Relations Act*.

9.10 Technical Objections to Grievance

No grievance shall be defeated or denied by any formal or technical objection such as spelling mistakes or grammatical errors.

The Union shall be provided with a copy of any written notice provided to an employee that they may be subject to termination, demotion, transfer or other adverse impact for innocent absenteeism.

**ARTICLE 10 – ARBITRATION**

10.1 Request for an Arbitrator

Within five (5) days of either party's request that a grievance be submitted to arbitration, the parties shall agree on an Arbitrator.

10.2 Disputes Regarding Arbitration

Any disputes regarding the selection of an Arbitrator or the referral of an issue to arbitration shall be resolved in accordance with the Ontario *Labour Relations Act*.

10.3 Arbitrator's Procedure

The Arbitrator may determine their own procedure, but shall give full opportunity to all parties to present evidence and make presentations. They shall hear and determine the difference or allegation and render a decision within ten (10) days from the time that they are appointed. Where the Arbitrator determines that the dispute between the parties may be resolved through mediation, the Arbitrator may carry out mediation with the agreement of both parties.

10.4 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding and enforceable on all parties.

10.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may request that the Arbitrator clarify the decision which they shall do within five (5) days.

10.6 Expenses of the Board

Each party shall pay one-half of the fees and expenses of the Arbitrator.

10.7 Board of Arbitration

Where either party requests that a grievance submitted for arbitration be referred to a Board of Arbitration rather than a single Arbitrator, the selection of the individual nominees and the Chair of the Board of Arbitration shall occur in accordance with the Ontario *Labour Relations Act* and each party shall pay the fees and expenses of their respective nominee and one-half of the fees and expenses of the Chair. A decision of the majority of the Board or, where there is no majority decision, of the Chair, shall determine the grievance. All other aspects of this Article shall apply to a Board of Arbitration.

## **ARTICLE 11 – EMPLOYEE FILES**

### 11.1 Non-Disciplinary Performance Concerns

The Employer may notify an employee in writing of any expression of concern regarding their work within ten (10) working days of the event of the concern arising, with a copy to the Union. This notice shall include particulars of the work performance concern. Should an employee opt to provide a reply with regard to a performance concern that has been raised by the Employer, this shall be done in writing and shall become part of their record.

### 11.2 Employee Discipline

Whenever the Employer issues written communication to an employee regarding discipline or the possibility of future discipline, the Union shall be copied.

### 11.3 Clearing of Record

Performance concerns or disciplinary letters shall not be relied upon by the Employer if the procedure set out in this Article is not followed or if the record of the performance concern or discipline has occurred more than twelve (12) months prior and there has been no recurrence or similar performance concern in the interim period.

### 11.4 Access to Employee File

Each employee shall have reasonable access to their employee file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. Within seven (7) calendar days of an employee providing a written request, a file review will be made available to the employee by a representative of the Employer during non-working hours. An employee has the right to request copies of any evaluations in this file.

## **ARTICLE 12 – SENIORITY**

### **12.1 Seniority Defined**

Seniority is defined as the length of service in the Bargaining Unit and shall be used in determining preference or priority for promotions, scheduling, transfers, demotions, layoffs and recalls, providing the senior person has the ability to perform the work involved. Seniority shall operate on a Bargaining Unit-wide basis. Continuous service shall not be regarded as broken by lay-offs, sickness or leaves of absence unless seniority is lost under a specific term of this Agreement.

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.

Effective the date of ratification, November 26, 2022, part-time employees, including casual employees, will accumulate seniority on the basis of one (1) year's seniority for each 1725 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein. Hours worked shall include all approved leaves of absence with pay. Part-time employees, including casual employees, shall maintain any seniority that has been accumulated prior to the date of ratification.

A part-time employee cannot accrue more than one year's seniority in a twelve (12) month period (January 1 – December 31).

Part-time seniority shall be recalculated as of the following dates each year: January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>. In the event that a part-time employee is being considered for a job competition in accordance with Article 13.5 or is being laid off in accordance with Article 14.1, the most recent seniority calculation will be utilized unless the difference in seniority between the affected employees is less than three (3) months, in which case the seniority of the affected employees will be recalculated before the job is awarded or the layoff is implemented.

### **12.2 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced, and their seniority date. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards on a quarterly basis.



12.3 Newly Hired Employees

Newly hired employees, during a period of thirty (30) shifts or six (6) months from the date of hiring, whichever is earlier ("probationary period"), shall be entitled to all rights and benefits of this Agreement subject to any limitations contained within this Agreement.

The employment of such employees may be terminated at any time during this probationary period without recourse to the grievance procedure unless the Union claims discrimination (as noted in Article 4.1) as the basis for termination.

After completion of this probationary period, seniority shall be effective from the original date of employment.

12.4 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer.

An employee shall only lose their seniority in the event:

- (a) They are discharged for just cause and is not reinstated.
- (b) They resign.
- (c) They are absent from work in excess of five working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
- (d) They fail to return to work within five (5) calendar days following a lay-off and after being notified by Registered Mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- (e) They are laid off for a period longer than two (2) years.

12.5 Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without their consent. If an employee chooses to be transferred to a position outside of the Bargaining Unit, they shall retain their seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. If such an employee later returns to the Bargaining Unit, they shall be placed in a job consistent with their seniority at time of transfer. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

12.6 An employee who is unable to report for work will be expected to notify the Employer at least two (2) hours prior to the hour that they are due to report for work. Three (3) work days without reporting shall be considered cause for dismissal unless such reporting was not reasonably possible.

**ARTICLE 13 – JOB POSTING**

13.1 When a vacancy occurs or a new position is created in the Bargaining Unit, the Employer shall notify the Union, in writing, and post notice of the position in the Employer's bulletin boards for a minimum of seven (7) consecutive calendar days so that all members will know about the vacancy or new position.

13.2 Information on Posting

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

13.3 Consideration of External Candidates

No external candidates shall be considered for bargaining unit positions until the applications of present bargaining unit employees have been fully considered, as per Article 13.5.

13.4 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 their permanent status.

13.5 Role of Seniority in Promotions and Transfers

Both parties recognize:

- (a) The principle of promotion within the service of the Employer.
- (b) That job opportunity should increase in proportion to the length of service. Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and able to meet the normal requirements of the job in accordance with Article 13.2. Appointments shall be made, when the successful applicant is from the Bargaining Unit, without undue delay.

13.6 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. They shall be placed on trial for a period until they complete thirty (30) shifts or have been in the position for two (2) months, whichever is sooner ("trial period"). Within the trial period, the employee may voluntarily return, or in the event the successful applicant proves unsatisfactory during the trial period or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, and without loss of seniority.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

Conditional on satisfactory service, the employee shall be declared permanent after the completion of the trial period.

13.7 Notification to Employees and Union

The name of the successful candidate will be posted on the bulletin board within seven (7) calendar days of the appointment to the vacancy.

The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and termination of employees as soon as possible, and in any case, no later than seven (7) calendar days after such change in status.

## **ARTICLE 14 – LAY-OFFS AND RECALLS**

### 14.1 Role of Seniority in Lay-Offs

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of the Bargaining Unit-wide seniority, providing the remaining employees can perform the required service.

### 14.2 Advance Notice of Lay-Off

Unless legislation is more favourable to the employees, the Employer shall notify the employees who are to be laid off, at least ninety (90) working days prior to the effective date of lay-off, whenever possible.

If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

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

- (a) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and
- (b) provide to the affected employee(s), if any, who will be laid off with no less than five (5) 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 (a) above shall be considered notice to the Union of any subsequent layoff.

### 14.3 Meeting with the Union

The Employer and Union representatives will meet within two (2) weeks of the notice of layoff, in order to identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying vacant positions or positions which are currently filled but which will become vacant within a twelve (12) month period and which are either within the bargaining unit or within another worksite operated by the Employer covered by a separate collective agreement. The Employer shall provide the Union all pertinent staffing and financial information.

### 14.4 Retirement Allowance

Prior to issuing notice of layoff as per Article 14.2(b) in any classification(s), the Employer will offer early retirement allowance to a sufficient number of employees eligible for early retirement within the classification(s) in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification(s) who would otherwise receive notice of layoff under Article 14.2.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of twenty (20) weeks' salary.

### 14.5 Voluntary Exit Option

If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Employer will offer a voluntary early exit option in accordance with the following conditions:

- (a) The Employer will first make offers in the classifications where layoffs would otherwise occur. If more employees than are required are interested, the Employer will make its decision based on seniority.
- (b) If insufficient employees accept the offer, the Employer will then extend the offer to employees in the other classifications. If more employees than are required are interested, the Employer will make its decision based on seniority.

- (c) In no case will the Employer approve an employee's request under (a) and (b) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- (d) The number of voluntary early exit options the Employer approves will not exceed the number of employees in that classification who would otherwise be laid off.

The last day of employment for an employee who accepts a voluntary early exit option will be at the Employer's discretion and will be no earlier than thirty (30) calendar days immediately following the employee's written acceptance of the offer.

An employee who elects a voluntary early exit option shall receive, following completion of the last day of work, a separation allowance of two (2) weeks' salary for each year of service, to a maximum of twenty (20) weeks' pay.

- 14.6 The Employer agrees to pay the employee's share of all employee benefits for the month in which lay-offs occur. In the event of a lay-off of a full-time employee for longer than a month, 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. In the event of longer lay-off, employees so affected shall have the right to continue this coverage through direct payment.

14.7 Layoff and Recall

- (a) An employee in receipt of notice of layoff may:
  - i) accept the layoff; or
  - ii) opt to receive a separation allowance as outlined in Article 14.8 below; or
  - iii) opt to retire, if eligible; or

- iv) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 14.2(b).
  
- (b) An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) calendar days after receiving the notice of layoff.
  
- (c) For purposes of the operation of Article 14.7(a)(iv), an identical-paying classification shall include any classification where the straight-time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.
  
- (d) In the event that there are no employees with lesser seniority in the same or a lower or identical-paying classification, as defined in this Article, a laid-off employee shall have the right to displace another employee with lesser seniority in a higher-paying classification provided they are able to meet the normal requirements of the job, with orientation but without additional training.
  
- (e) In addition, a full-time employee shall also be entitled to displace another full-time employee with lesser seniority in a higher-paying classification provided that they are able to meet the normal requirements of the job, with orientation but without additional training, when there are no other full-time employees in the same or a lower or similar-paying classification with lesser seniority, prior to being required to displace a part-time employee.
  
- (f) An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full-time employee whose hours of work are, subject to Article 15.1, reduced, shall have the right to accept the layoff or displace another employee in accordance with Article 14.7(a)(iv) and Article 14.7(d) above.
  
- (g) 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.

- (h) In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the five-month notice period provided for in Article 14.2(b).
- (i) The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work.
- (j) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (k) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (l) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (m) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible their proper address being on record with the Employer.



14.8 Separation Allowances

- (a) Where an employee resigns within 30 calendar days after receiving notice of layoff pursuant to Article 14.2(b) that their position will be eliminated, they shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand dollars (\$1,000).
- (b) Where an employee resigns later than 30 calendar days after receiving notice pursuant to Article 14.2(b) that their position will be eliminated, they shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of five hundred dollars (\$500).

14.9 Recall Procedure

Employees shall be recalled in the order of their seniority providing they are capable of performing the required duties.

14.10 No New Employees

No new employee shall be hired until those laid off have been given an opportunity of recall, providing those laid off are capable of performing the required duties.

14.11 Grievance of Lay-Offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

## **ARTICLE 15 – HOURS OF WORK**

15.1 The standard work week for all full-time employees shall average seventy-five (75) hours per two (2) week period, exclusive of the minimum half hour meal periods.

The normal hours of work shall be seven and one-half (7½) hours per day, Monday through Sunday. It is understood, however, that this shall not be, nor construed to be, a guarantee as to the hours worked per day or as a guarantee of a working schedule.

15.2 All employees shall be permitted one (1) fifteen (15) minute rest period during the first half and one (1) fifteen (15) minute rest period in the second half of a shift in an area made available to them.

15.3 Days off shall be planned in such a way as to provide an equitable distribution of full weekends off, provided that such does not affect the efficient operation of the Employer. As far as possible an employee will receive every second weekend off. A weekend is defined as 11:00 pm on Friday to 7:00 am on Monday.

15.4 The Employer shall provide that the hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. Once posted, the shift schedule shall not be changed without a minimum of forty-eight (48) hours prior notice to the affected employees. Where less than forty-eight (48) hours notice is provided, the shift schedule cannot be changed without the consent of the affected employee.

15.5 There shall not be less than sixteen (16) hours off between shifts. When the Employer requests that an employee returns for a shift without the specified time between shifts and the employee accepts the shift, they shall be paid time and one half (1½) for all hours worked in the period that is less than sixteen (16) hours.

15.6 Any approved hours worked by an employee in addition to working a two (2) week, seventy-five (75) hour, period shall be paid at time and one-half (1½) of the employee's straight time hourly rate.

15.7 An employee shall not be entitled to an overtime premium more than once with respect to hours worked and there shall be no pyramiding or duplication of overtime.

15.8 Overtime and call-back time shall be offered to employees who are qualified to perform the available work according to seniority. In the scheduling of overtime, the Employer shall offer overtime based on seniority to full-time employees who are qualified and available to carry out the required work and who have provided advance notice of their preference to work overtime. Once all such full-time employees have been considered, any other employees may be offered the overtime assignment.

Overtime work which may be filled through the extension of a shift, shall be offered to qualified regular full-time employees on duty who have provided advance notice of their preference to work overtime, prior to being offered to part-time or casual employees.

15.9 Any employee who is called for an additional shift or an overtime shift with less than two (2) hours notice of the start of the shift and who arrives within one (1) hour after the start of the shift shall be paid from the commencement of the shift.

Where the call for an additional shift or an overtime shift occurs after the commencement of the shift and the employee reports to work within one (1) hour of being called, the employee will be paid from the time of being called.

15.10 An employee who is called in to work outside their normal working hours shall be paid for a minimum of four (4) hours at overtime rates.

15.11 An employee shall not be required to lay off during regular hours to equalize any overtime worked.

15.12 In recognition of the undesirable features of shift work, the employer shall pay an afternoon shift premium of one dollar twenty cents (\$1.20) per hour in addition to the regular rate for all hours worked when an employee is required to work between 1500 and 0700 hours. Where the majority of the hours in a shift fall between 1500 and 0700 hours, the afternoon shift premium shall be paid for all of the hours in the shift.

One dollar twenty cents (\$1.20) per hour will be paid as a weekend premium for all hours worked on a weekend as defined in Article 15.3 above, or such other forty-eight (48) hour period as may be agreed upon by the local parties.

15.13 Workload

The parties acknowledge that employee workload will vary from time to time. In order to address workload concerns expeditiously and effectively, employees are encouraged to raise concerns about workload with their direct supervisors as soon as possible and to work with their supervisors to address these concerns. Workload issues may be resolved through the reassignment, rescheduling or reprioritization of tasks, the use of additional resources or any other means which are acceptable to the Employer. If a workload issue has not been resolved to the employee's satisfaction, the issue and the proposed resolution can be reviewed with a Union representative at a time and in a manner that does not delay the completion of work. Any ongoing concerns or patterns regarding workload may be referred to the Labour Management Committee for further discussion and resolution.

**ARTICLE 16 – STATUTORY HOLIDAYS**

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

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

16.2 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.

16.3 When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement.

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

- 16.5 Full-time employees shall have at least Christmas Day or New Year's Day off, subject to the Employer's ability to provide proper service.
- 16.6 Full-time employees who are not required on the statutory holiday shall receive holiday pay equal to one day's pay at a regular time and regular rate.
- 16.7 In order to qualify for holiday pay, the employee must work their full scheduled shift immediately preceding and immediately following the holiday. However, an employee shall not lose their holiday pay if absent on either or both qualifying days, provided they are absent with the specific written permission of the Employer or by reason of the employee's sickness which is verified by the receipt of a signed medical certificate.
- 16.8 Employees who are required to work on a statutory holiday shall be paid at the rate of time and one-half (1½), and full-time employees shall be granted another day off, with pay, at their regular hourly rate. Such day off shall be granted at a time chosen by the employee, in order of seniority subject to maintaining an efficient operation. The day off in lieu must be taken within one year of being earned.
- 16.9 All employees other than full-time employees shall receive a supplemental bi-weekly payment of 4.4% of their gross earnings in lieu of holiday lieu days.

## **ARTICLE 17 – VACATION**

- 17.1 The following vacation schedule shall apply to all employees:
- (a) Employees with twelve (12) months or less continuous service shall receive one day of vacation time for each month of service to a maximum of ten (10) days and vacation pay of four percent (4%) of the gross earnings during the vacation year.
  - (b) Employees with more than twelve (12) months continuous service shall receive ten (10) days' vacation and vacation pay of four percent (4%) of the gross earnings during the vacation year.
  - (c) Employees with more than two (2) years continuous service shall receive fifteen (15) days' vacation and vacation pay of six percent (6%) of the gross earnings during the vacation year.

- (d) Employees with more than five (5) years continuous service shall receive twenty (20) days' vacation and vacation pay of eight percent (8%) of the gross earnings during the vacation year.
- (e) Employees with more than twelve (12) years continuous service shall receive twenty-five (25) days' vacation and vacation pay of ten percent (10%) of the gross earnings during the vacation year.
- (f) Employees with more than twenty (20) years continuous service shall receive thirty (30) days' vacation and vacation pay of twelve percent (12%) of the gross earnings during the vacation year.
- (g) Employees with more than twenty-eight (28) years continuous service shall receive thirty-five (35) days' vacation and vacation pay of fourteen percent (14%) of the gross earnings during the vacation year.

## 17.2 Vacation Scheduling

Vacation scheduling shall be conducted two (2) times per year, as follows:

- (a) April 1<sup>st</sup> to September 30<sup>th</sup>: Employees wishing to take vacation between April 1<sup>st</sup> and September 30<sup>th</sup> of the current or upcoming year and who submit their request for vacation no later than January 31<sup>st</sup> prior to the vacation selection period, shall be approved subject to operational needs and prioritized based on seniority. The results of the initial vacation selection shall be posted no later than February 15<sup>th</sup> and any vacation requests that are submitted after January 31<sup>st</sup> will be approved after February 15<sup>th</sup> subject to operational needs on a first-come, first-served basis.
- (b) October 1<sup>st</sup> to March 31<sup>st</sup>: Employees wishing to take vacation between October 1<sup>st</sup> and March 31<sup>st</sup> of the current or upcoming year and who submit their request for vacation no later than July 31<sup>st</sup> prior to the vacation selection period, shall be approved subject to operational needs and prioritized based on seniority. The results of the initial vacation selection shall be posted no later than August 15<sup>th</sup> and any vacation requests that are submitted after July 31<sup>st</sup> will be approved after August 15<sup>th</sup> subject to operational needs on a first-come, first-served basis.

- 17.3 For full-time, permanent employees, vacation entitlements shall be determined based on the employee's service anniversary date and the reference to vacation and vacation pay in Article 17.1 shall mean that vacation is leave be paid at the employee's regular hourly rate of pay at the time the leave is taken, unless such employee has worked less than ten (10) months during the vacation year, in which case the employee will receive vacation pay as it is earned on each pay cheque.
- 17.4 For all other employees, vacation entitlements shall be determined based on the employee's seniority date as set out in Article 12.1 and the reference to vacation and vacation pay in Article 17.1 shall mean that vacation is unpaid leave and employees shall receive vacation pay as it is earned on each pay cheque. Employees covered by this Article may, if requested at least thirty (30) calendar days in advance, request that unpaid vacation pay be paid out annually in November of each year instead of receiving it on each paycheque.
- 17.5 For the purposes of vacation payout, the vacation period will be from December 1<sup>st</sup> to November 30<sup>th</sup>. Any vacation pay that has been accrued for the vacation period and has not been paid out as of November 30<sup>th</sup> shall be paid out to each respective employee.
- 17.6 If a paid holiday falls on or is observed on a day during the employee's vacation period, they shall be allowed an additional day's paid vacation.
- 17.7 An employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 17.8 Vacation pay checks for the amount of vacation to be taken will be available on the pay day immediately prior to the first vacation day.
- 17.9 Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 23.1.

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 18 – SICK LEAVE**

- 18.1 Sick leave means the period of time an employee is absent from work with full pay by virtue of being unable to work because of sickness, exposure to contagious disease or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.
- 18.2 Where an employee's absence due to illness or injury exceeds three (3) consecutive work days, they shall provide a medical certificate in order to be entitled to short-term disability. The Employer shall pay the cost of any medical certificate required of an employee as follows:
- (a) The Employer shall pay the cost of medical certificates required to substantiate one (1) or more absences due to illness up to a maximum of fifty dollars (\$50.00) per certificate, subject to the production of receipts; and
  - (b) The Employer shall pay the full cost of any medical certificates or reports where more than substantiation of an absence due to illness is requested, subject to the production of receipts.
- 18.3 Employees shall be entitled to annual paid sick leave of ten (10) days. The annual sick leave may be utilized as:
- (a) For the three (3) day waiting period for short term disability
  - (b) To top up short-term and long-term disability benefits
  - (c) Annual paid sick leave not used during the applicable calendar year, shall be forfeited effective December 31<sup>st</sup> of that year.
- 18.4 **Short-Term Disability**
- In addition to 18.3 above, the short-term disability plan will provide employees with income replacement based on seventy (70%) percent of their weekly earnings to a maximum of one-thousand and two hundred dollars (\$1,200) per week. There is no qualifying period for absences due to accident, however there is a three (3) day waiting period for absences due to sickness. The maximum benefit period is seventeen (17) weeks.



18.5 Long-Term Disability

Employees shall be eligible for Long-term disability following a qualifying period of one hundred and nineteen (119) days. LTD will provide for seventy (70%) percent income replacement to a maximum benefit of three thousand and five hundred dollars (\$3,500) per month.

18.6 Frozen Sick Banks

A record of unused sick leave within an employee sick bank will be kept by the Employer. All employees of the bargaining unit will be advised, no later than July 1<sup>st</sup> of each year, of the amount of sick leave credit remaining in the sick bank, with a copy to the Union. The employee will be advised of the unused portion of sick leave credit upon request.

Prior to using their annual sick days, employees must use their frozen sick time for the three (3) day waiting period prior to being eligible for short-term disability.

Prior to using their annual sick days, employees must use their frozen sick time to “top-up” short-term and long-term disability benefits.

Any such frozen sick days used in this manner prior to September 30, 2024, will be paid at the employees’ current rate of pay. Unless otherwise agreed to by the parties, the rate of pay associated with unused frozen sick days after this date will revert to the static regular hourly rate of pay in effect for their position as of April 19, 2009.

18.7 Frozen Sick Bank Payout

An employee having banked sick leave credits shall be eligible for a payout based on the static regular hourly rate of pay in effect for their position as of April 19, 2009, as follows:

- (a) Employees who have fifty (50) days or more in their sick bank, shall be paid seventy-five (75%) percent of the unused sick credits if they retire. Terminated employees will not receive any sick bank payments.
- (b) Employees who have less than fifty (50) days in their sick bank, shall be paid fifty (50%) percent of the unused sick credits if they retire. Terminated employees will not receive any sick bank payments.

- 18.8 Any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 18, including Short and Long-Term Disability 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.

- 18.9 An employee who is absent from work, as a result of an illness or injury sustained at work, and is awaiting approval of claim from Workplace Safety & Insurance Board (WSIB), may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from WSIB, if their claim was approved or the benefit to which they would be entitled to under the short term sick leave plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by WSIB. If the claim for compensation is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term sick leave plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

- 18.10 The Employer will provide the Union with a copy of the Workers Safety and Insurance Board-Form 7 at the same time as it is sent to the Board.

## **ARTICLE 19 – MODIFIED WORK**

### 19.1 Duty to Accommodate

An employee unable through injury or illness to perform their normal duties shall be provided with alternate suitable employment providing such suitable employment can possibly be provided by the Employer. The Employer and the Union recognizes their joint obligations under the Ontario *Human Rights Code*.

### 19.2 Modified Work

The Employer will notify the Union of the names of all bargaining unit employees who require accommodation due to a work or non-work-related illness or injury, or who are returning from Short-Term or Long-Term Disability.

The Employer and the Union are committed to a consistent, fair approach to meeting the needs of employees temporarily or permanently unable to perform the essential duties of their position, as a result of an occupational or non-occupational illness, injury or disability, and to meeting the parties' responsibilities under the law.

To that end, the Employer and the Union agree to cooperate in facilitating the return to work of these employees. The Employer and the Union agree that ongoing and timely communication by all participants is essential to the success of the process.

When it is medically determined that an employee is unable to return to the full duties of their position, the Employer will meet with a Union representative and the employee to discuss the circumstances surrounding that employee's return to suitable work. The National Representative shall not be excluded from attending the meeting.

## **ARTICLE 20 – LEAVE OF ABSENCE**

### 20.1 Service Requirements for Pregnancy Leave

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.

The employee shall give written notification, at least two (2) weeks in advance, of the date of commencement of such leave and the expected date of return. At such time, they shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date. The employee shall reconfirm their intention to return to work on the date originally approved by written notification received by the employer at least two (2) weeks in advance thereof.

The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy with or without accommodation.

### 20.2

#### (a) Length of Pregnancy Leave

Pregnancy leave shall cover a period of up to six (6) months before or after the birth.

An extension of up to a maximum of one (1) additional year shall be allowed.

(b) Pregnancy Leave Supplement

An employee on maternity leave as provided under this agreement, who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 30 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit. The benefit will be equivalent to the difference between ninety-three percent (93%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one-week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance check stub as proof that they are in receipt of Employment Insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of their normal weekly earnings during the one (1) week period of the leave while waiting to receive Employment Insurance benefits.

20.3 Seniority Status During Pregnancy Leave

While on pregnancy leave, an employee shall retain their full employment status and accumulate all seniority rights under this Collective Agreement. Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.

When an employee decides to return to work after pregnancy leave, they shall provide the Employer with at least two (2) weeks' notice. On return from maternity leave the employee shall be placed in their former position. If the former position no longer exists, they shall be placed in an equivalent position in their department.

## 20.4 Parental and Adoption Leave

- (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 their 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 their 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 ninety-three percent (93%) of the employee's normal weekly earnings and the sum of their 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 their 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 they were not on parental leave.

In addition to the foregoing, the Employer shall pay the employee ninety-three percent (93%) of their 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, 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 they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

20.5 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or as a subpoenaed witness in any Court affecting a second or third party. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or Court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

20.6 An employee who is unable to report for work will be expected to notify the Employer at least two (2) hours prior to the hour that they are due to report for work.

20.7 Personal Leave

Written request for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such leave shall not exceed a two (2) month period. Requests for personal leave must be submitted in writing to the employee's immediate supervisor at least four (4) weeks in advance of the leave, unless notice of the leave is for emergent reasons. The Employer will respond to requests for personal leave within fourteen (14) calendar days of the written request.

Employees who are unable to schedule medical appointments to occur outside of their regular work hours may utilize unpaid personal leave to attend these appointments or may utilize earned and/or banked sick leave credits. Such leave shall not be unreasonably denied.

20.8 Time Off For Union Business

(a) In recognition of the amount of work and collaboration that has been established between the parties that the elected union representatives will be permitted a maximum of thirty (30) unpaid days per calendar year for official Union Business. The Unit Vice President or designee shall not suffer a loss of any benefit in this agreement when utilizing this unpaid time. The Unit Vice President shall notify the supervisor or Manager when utilizing such unpaid leave which shall not be unreasonably denied.

- (b) 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.
- (c) In requesting such leave of absence for an employee or employees, the Union must give at least twenty-one (21) calendar days clear notice in writing to the Employer, unless not reasonably possible to give such notice.
- (d) During any Union leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what their normal regular hours of work would have been, provided that the Union reimburses the Employer's actual cost with regard to the amount of such salary, and salary-related expenses within thirty (30) calendar days of billing.
- (e) Part-time and casual employees will be given full credit for seniority purposes for regularly scheduled hours missed in accordance with this provision.

20.9 Participation in Public Affairs

The Employer recognizes the right of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence without pay and without loss of seniority so that employees may be candidates in a federal, provincial or municipal election.

- 20.10 An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted a leave of absence without pay and without loss of seniority, for a period of one (1) year, which may be extended upon request and with the agreement of the Union.



20.11 Education Leave

If an employee is required by the Employer to take courses or participate in educational activity in order to meet or upgrade their employment qualifications, the educational costs shall be paid for by the Employer and time required for this activity shall be scheduled during work hours whenever possible. Where scheduling the educational activity during normal work hours is not feasible, the employee may have their hours of work rescheduled or may be provided with equivalent leave for time spent outside of work hours.

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 that has been approved by the Employer.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for an employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the employee's employment at the Employer.

**ARTICLE 21 – COMPASSIONATE CARE LEAVE**

21.1 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*.

21.2 An employee who is on compassionate care leave shall continue to accumulate seniority and service.

21.3 Subject to any changes to the employee's status which would have occurred had they not been on compassionate care leave, the employee shall be reinstated to their former duties, on the same shift and in the same department, and at the same rate of pay.

21.4 The employee and the Employer will continue to pay their respective share of the benefits and pension premiums.

## **ARTICLE 22 – PERSONAL AND FAMILY RESPONSIBILITY LEAVE**

- 22.1 An employee is entitled to a leave of absence, without pay, because of a personal illness, injury or medical emergency or urgent matter for themselves or for any individual listed in s. 50.01(3) of the *Employment Standards Act*. An employee will be permitted to take up to ten (10) days, without pay, for the reasons stated above. The leave of absence days must be taken in full day blocks of time.
- 22.2 An employee who wishes to take leave under this Article shall advise their Employer, in writing, that they will be requesting a leave of absence. The Employer may require the employee to provide evidence documenting the reason for the leave of absence.
- 22.3 Upon conclusion of the leave of absence, the Employer shall reinstate the employee to the position the employee most recently held, if it still exists, or to a comparable position if the position does not exist.

## **ARTICLE 23 – PAID BEREAVEMENT LEAVE**

- 23.1 An employee shall be granted a minimum of four (4) regularly scheduled consecutive work days leave without loss of pay and benefits in the case of the death of a parent, spouse, common-law partner or child.

An employee shall be granted a minimum of three (3) regularly scheduled consecutive work days leave without loss of pay and benefits in the case of death of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild and any other relative for whom the employee is required to administer bereavement responsibilities.

An employee shall be granted one (1) paid day in the event of the death of an aunt or uncle, niece or nephew and step relatives.

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.

Where burial occurs outside the province, such leave shall also include reasonable traveling time to enable attendance at the funeral, not to exceed ten (10) days. This additional traveling time shall be without pay.

## **ARTICLE 24 – UNIFORMS**

24.1 The Employer agrees during the life of this collective agreement to provide employees with five (5) uniforms per year. Female employees will have the option of smocks or pants and shirts.

The Employer agrees to pay up to one-hundred and seventy-five dollars (\$175.00) each year for any employee that is required by the employer to wear safety shoes.

## **ARTICLE 25 – WAGES**

25.1 The wages as shown in the “Wage Scale” (Exhibit A) attached to and forming part of this Agreement.

### Retroactivity

Retroactivity shall be paid for all hours paid by the Employer to employees on the payroll within sixty (60) calendar days of ratification.

25.2 Payment of Wages

The Employer shall pay bi-weekly, in accordance with the Wage Schedule attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of their wage hours and deductions.

25.3 Job Classification

In the event that the Employer creates a new classification that includes a different wage rate than that set out in Exhibit “A”, Wages, the Employer will notify the Union at least thirty (30) calendar days in advance. The parties shall negotiate any new wage rates and, failing agreement, the matter will be referred to Arbitration for resolution.

25.4 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 25.3 above.

25.5 Temporary Transfer

When an employee is temporarily assigned to a position with the bargaining unit paying a lower rate, their rate shall not be reduced. When they are temporarily assigned to a higher rated job within the bargaining unit, they shall be paid the higher rate of pay for all hours worked.

When an employee is temporarily assigned to a position with the bargaining unit paying a lower rate, their rate shall not be reduced. When they are temporarily assigned to a higher rated job within the bargaining unit, or are asked to do the duties of a position within the bargaining unit that has a higher rate of pay, they shall be paid the higher rate of pay for all hours worked. If the hours worked are for the majority of a shift, the employee shall be paid at the higher rate for the entirety of the shift.

Any employee voluntarily transferring to another position (whether permanent or temporary) as a result of a job posting, will be paid at the rate of the posted job.

**ARTICLE 26 – HEALTH CARE BENEFITS**

26.1 The Employer agrees during the term of this Agreement to provide to full time employees an Extended Health and Benefit Plan consistent with the Manulife Financial group policy #G0087842 (herein after the “Plan”) in effect on September 1, 2016, and as provisions set out below. Part-time employees may opt in to join the Health and Benefit Plan under the same terms and conditions as full-time employees.

26.2 The Employer agrees to pay seventy-five (75%) percent of the plan premiums for all coverage above and the employees agree to pay twenty-five (25%) percent of the coverage above.

26.3 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for the current plan provided the benefits are not decreased. Any amendments to the plan are with the intent of reducing the cost of the health and welfare coverage annual renewal with a corresponding reduction in the percentage cost share paid by the Employees. The Employer shall notify the Union sixty (60) calendar days in advance of making such health and welfare plan changes in order 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 benefits 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.

26.4 The following represents a summary of the benefits that will be maintained subject to Plan limitations and exclusions.

Dental (current ODA fee guide):

- Level I, & II 100% for Level I Basic and Level II Supplementary Services to a combined maximum of \$2,000.
- Level III Dentures and Level IV Major Restorative Services 50% to a combined maximum of \$2,000 per calendar year.
- Level V Orthodontics 60% to a maximum of \$3,000 per lifetime.

Drugs:

- 100% coverage with listed exceptions.
- Drugs or medicines dispensed by a pharmacist which by law require a prescription.
- Injectable medications (not the administration of injectable medications), diabetic supplies.
- \$1,500 lifetime maximum on anti-smoking prescription.

Vision Care:

- \$450 per 24 months for prescription glasses, elective contact lenses, repairs and elective laser vision correction procedures.
- Eye exams – once per 24 months.

Health Care Professionals (Paramedical Practitioners):

- \$400 per calendar year per practitioner.
- For the services of: Chiropractor, Osteopath, Podiatrist/Chiropodist, Massage Therapist, Naturopath, Speech Therapist, Physiotherapist, Psychologist/Social Worker.
- The Employer shall have the option of self-insuring the paramedical benefit.

Medical Supplies and Services:

Includes the following:

- \$7,500 per calendar year for Private Duty Nursing Services.
- Hearing Aid acquisition every five (5) calendar years.
- \$500 combined per twelve (12) month(s) for Orthopaedic Shoes/Orthotics.
- Medical Equipment.
- \$500 per calendar year for Surgical Stockings.
- Combination of direct reimbursement (up to \$125 per pair) and insured benefit for (4) pairs of compression hose.

Hospitalisation:

- 100% coverage for semi-private room in a General or Rehabilitation hospital.

Medical and Non-Medical Travel Emergencies:

- Out of province medical treatment, emergency travel assistance.

Life Insurance:

- 1.5 times your annual earnings to a maximum of \$200,000.

Accidental Death and Dismemberment Insurance:

- 1.5 times your annual earnings to a maximum of \$200,000.

26.5 Employees Not Receiving Health Care Benefits

In lieu of health and welfare benefits, casual employees and part-time employees who opt out of the benefit plan shall receive a supplemental bi-weekly payment of six (6%) percent of their gross earnings.

26.6 Benefits Information

The Employer shall provide each employee with access to information booklets outlining all of the current provisions in the benefit plans.

The Employer shall notify the Union of the name(s) of the carrier(s) which provide the benefit plans defined in Article 26. The Employer shall also provide the Union with access to all current information booklets provided to the employees.

**ARTICLE 27 – PENSION FUND**

27.1 Effective March 29, 2023, the Employer will establish a Pension Fund for permanent bargaining unit employees who have completed their probationary period with the Employer.

27.2 Enrolment in the Pension Fund shall be mandatory for permanent, full-time employees subject to the provisions set out herein and shall be optional for all other employees. As an alternative, employees may provide the Employer with their personal RRSP account information and make arrangements for their contributions to be directed to their personal RRSP accounts instead of the Pension Fund. Where these arrangements have been made, all references to the Pension Fund shall include reference to an employee's RRSP account.

- 27.3 Upon establishment of the Pension Fund, all employees who have the option to enrol in the Pension Fund, who are eligible and who wish to participate in the Pension Fund must provide a written request to do so to the Employer at least thirty (30) calendar days prior to the enrolment taking place. Employees who initially opt not to participate may request to commence participation in the Fund at a later date on a go-forward basis.
- 27.4 Employees who participate in the Pension Fund will have two percent (2%) of their regular bi-weekly wages deducted for the purposes of making employee contributions to the Pension Fund. The Employer will contribute a matching two percent (2%) amount for each participating employee.
- Effective September 29, 2024, the amount of the employee contribution and the corresponding Employer contribution will be increased to three percent (3%) of their regular bi-weekly wages.
- 27.5 Employees may make optional additional contributions to the Pension Fund if they notify the Employer prior to December 15<sup>th</sup> of each year of the amount of additional contributions. Any additional contributions requested by an employee must be made through payroll deduction, will not be matched by the Employer and will be applied for the entirety of the following year.
- 27.6 Amounts being held in the Pension Fund will not be paid to the employee until they retire or leave the employment of the Employer.
- 27.7 The Employer shall cease making any further contributions to the Pension Fund with regards to an employee who has closed or cancelled their RRSP account.

## **ARTICLE 28 – HEALTH AND SAFETY**

### 28.1 Occupational Health and Safety

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury or illness in compliance with the Ontario *Occupational Health and Safety Act*.



It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness.

The parties further agree that when responding to health and safety concerns that it becomes aware of or are brought to its attention, the Employer will address these concerns within a reasonable time and without undue delay related to the gathering of additional information.

The parties commit to the shared requirement to establish and maintain a Joint Health and Safety Committee as set out in s. 9 of the *Occupational Health and Safety Act*.

## 28.2 Protective Measures

- (a) Where the Employer determines that employees may have a risk of exposure to infectious or communicable diseases (viral or bacterial), or blood borne pathogens in the workplace, employees will be provided with personal protective equipment reasonably necessary for the protection of the employee.
- (b) Where, as a result of being exposed to an infectious or communicable disease in the workplace, an employee requires medication and the full cost is not covered by some other source, the Employer shall reimburse the employee for the costs of this medication incurred by the employee up to one hundred dollars (\$100) per treatment.
- (c) The Employer and employees have mutual responsibilities to reduce health and safety risks associated with the use of biological, chemical or physical agents in the workplace through the use of safe procedures for handling, storage and responding to exposure of these agents, provision and proper use of personal protective equipment, compliance with training associated with these procedures and the proper use of personal protective equipment.

## **ARTICLE 29 – CONDITIONS**

29.1 In the event of transfer, sale or lease of the Employer's contract with the owners of the buildings concerned, the provisions of s. 69(2) of the Ontario *Labour Relations Act* shall apply.

Where s. 69(2) does not apply, the Employer shall meet its remaining obligations under this Collective Agreement.

## **ARTICLE 30 – GENERAL**

### 30.1 Bulletin Boards

The Employer shall supply bulletin boards at a location specified which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

### 30.2 Copies of Agreement

The Employer agrees to pay fifty (50%) percent of the cost of printing of the collective agreement for distribution to the membership.

## **ARTICLE 31 – EFFECTIVE PERIOD OF THIS LABOUR AGREEMENT**

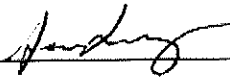
31.1 This Agreement shall be in full force and effect from September 29, 2021 to September 28, 2024.

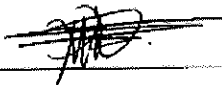
Signed in Toronto this 31st day of January, 2023.

CUPE Local 5441.02:

  
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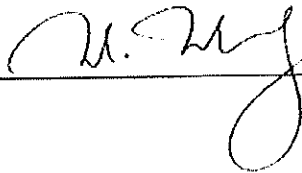
  
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## **EXHIBIT “A” – WAGES**

The Employer shall make the following adjustments to all rates and classifications:

Facility Housekeeper	Start	Step 1	Step 2	Step 3
September 29, 2021	\$19.90	\$20.50	\$21.14	\$21.79
September 29, 2022	\$21.48	\$22.14	\$22.83	\$23.53
September 29, 2023	\$23.20	\$23.92	\$24.65	\$25.41

Facility Lead Hands and Housekeeping Aides shall receive one dollar (\$1.00) more per hour than Facility Housekeepers.

Effective the date of ratification, employees being placed on the above wage grid shall be placed based on the higher of the following:

- (a) their seniority as set out in Article 12.1, or
- (b) at their current rate of pay, or if their current pay is between steps, they shall be placed at the next higher step.

Regardless of the placement on the wage grid at the time of ratification, employees shall receive payment for the appropriate wage rate retroactive to September 29, 2021.

Full-time employees shall move to the next step on the above wage grid on an annual basis based on their anniversary date. Part-time and casual employees shall move to the next step on the above wage grid based on the completion of an additional year's seniority as determined by the calculation of part-time and casual seniority as set out in Article 12.1.

**LETTER OF UNDERSTANDING #1**

between

**GDI SERVICES (CANADA) LP**

**AT PROVIDENCE HEALTHCARE**

**Toronto, Ontario**

and

**The Canadian Union of Public Employees and its Local 5441.02**

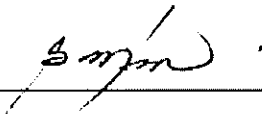
The parties agree to the following hours of work. It is recognized by the Union that the Employer still reserves all rights set out in Article 3 which includes the right to change shifts within the context of the Collective Agreement.


Hours of Work:	Day Shift	Monday-Sunday:	6 a.m. – 2 p.m. 7 a.m. – 3 p.m. 8 a.m. – 4 p.m. (Houses)
	Afternoon Shift	Monday-Friday:	3 p.m. – 11 p.m.
		Saturday-Sunday/Statutory Holiday:	7:30 a.m. – 3:30 p.m. 1 p.m. – 9 p.m.

Signed in Toronto this 31st day of January, 2023.


CUPE Local 5441.02:

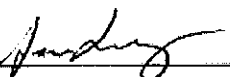
GDI Services (Canada) LP:

  
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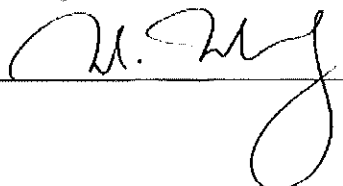
  
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**LETTER OF UNDERSTANDING #2**

between

**GDI SERVICES (CANADA) LP**

**AT PROVIDENCE HEALTHCARE**

**Toronto, Ontario**

and

**The Canadian Union of Public Employees and Its Local 5441.02**

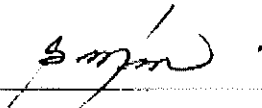

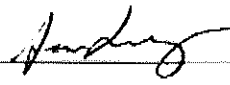


RE: Use of Part-time, Casual and Temporary Employees

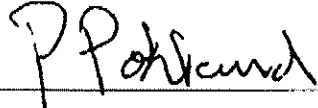
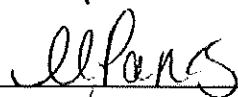

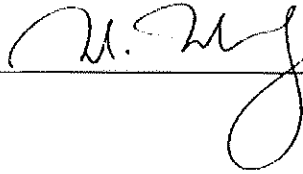
1. Where part-time employees work in excess of 24 hours per week for four weeks in any eight-week period (excluding coverage for vacation, any approved leaves under this Collective Agreement and/or any work that is temporary in nature), the position will be posted as a full-time position as per Article 13.
2. The Employer will provide the union, on a quarterly basis, a list of part-time and casual employees, with their hours worked for each two-week pay period in the quarter.
3. The provisions of this Letter of Understanding may be grieved pursuant to the grievance procedure of the Collective Agreement.

Signed in Toronto this 31st day of January, 2023.

CUPE Local 5441.02:

GDI Services (Canada) LP:

  
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**LETTER OF UNDERSTANDING #3**

**between**

**GDI SERVICES (CANADA) LP**

**AT PROVIDENCE HEALTHCARE**

**Toronto, Ontario**

**and**

**The Canadian Union of Public Employees and its Local 5441.02**

WHEREAS the Parties are agreeable to making temporary changes to the scheduling of statutory holidays that coincide with or are adjacent to a weekend; and

WHEREAS the Parties wish to review the benefits and challenges of this process once it has been utilized on a temporary basis with the intent of determining whether such changes should be continued, modified or reversed; and

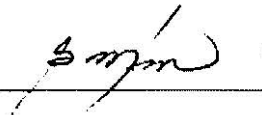
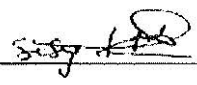
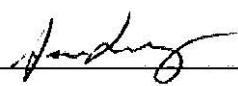


WHEREAS the Parties wish to make these temporary changes without modifying or reducing the provisions for Statutory Holidays as set out in Article 16 (Statutory Holidays);

NOW THEREFORE, the Parties agree to the following with regard to scheduling of Statutory Holidays:




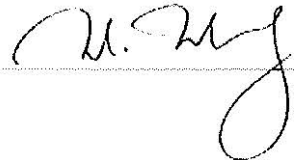
1. Within thirty (30) calendar days of the ratification of this agreement and for a period of no more than one (1) year thereafter, the Employer will initiate and carry out scheduling practices that are intended to achieve, to the extent possible, the following:
  - When a weekend coincides or is adjacent to a statutory holiday, employees who work the weekend would also work the statutory holiday and employees who do not work the weekend would also not work the statutory holiday.
  - When a statutory holiday occurs on a weekend, employees who are scheduled to work the statutory holiday would work the observed lieu day and employees who are not scheduled to work the statutory holiday would not work the observed lieu day.
  - Employees would be scheduled for either Christmas Day as well as Boxing Day, or New Year's Day, but not both.
2. The Employer's efforts to schedule work as set out in paragraph 1 will be subject to the ability to meet operational requirements and the inability to meet all the above objectives will not be considered to be a breach of this agreement.

3. These provisions shall only apply to full-time and part-time employees.
4. Following the completion of a one (1) year period of carrying out these scheduling practices, the Parties shall meet to review the feasibility of continuing these arrangements, including making modifications or extending the arrangements as the Parties see fit.
5. Failing agreement on the results of the review, the provisions of Article 16 (Statutory Holidays) will be adhered to.

CUPE Local 5441.02:

  
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GDI Services (Canada) LP:

  
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