

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 374**

and

Sodexo Canada Ltd. (Call Centre) – MacKenzie Health

DURATION: March 1, 2018 – March 31, 2023



Sector 11
3-374-10452-20230331-11

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ARTICLE 1 – PURPOSE

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

It is recognized that employees wish to work together with the Sodexo to secure the best possible care and health protection for patients.

ARTICLE 2 - RECOGNITION

2.01 Sodexo recognizes the Union as the bargaining agent for all employees in its call centre at Mackenzie Health, save and except administrative assistant, supervisors and those above the rank of supervisor.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the management of Sodexo and the direction of the employees are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations, provided that the rules shall not be inconsistent with the provisions of this Agreement;
- (b) to hire, transfer, lay-off, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be solely at the discretion of the Employer;
- (c) to have the right to plan, direct and control the work of the employees and the operations of Sodexo. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of

supervision necessary, the planning or splitting up of departments, work schedules, and the increase or reduction of personnel in a particular area or overall.

- (d) The Employer recognizes that the rights described in the Article shall be exercised in a manner consistent with all provisions of the Collective Agreement.

3.02 There shall be no written or verbal agreements with any employees that are contrary to this Collective Agreement, without the consultation of the Union.

ARTICLE 4 - DEFINITIONS

4.01 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

4.02 A "full-time employee" is an employee who is on average regularly scheduled one hundred and fifty (150) hours in a four (4) week period.

4.03 A "regular part-time employee" is an employee who makes a commitment to the Employer to be available and is regularly scheduled for less than one hundred and fifty (150) hours in a four (4) week period. Current RPT employees availability will be grandparented.

When making a commitment to the Employer, a regular part-time employee must be available to work at a minimum;

- i) Ninety-six (96) hours in a four week period as scheduled by the Employer;
- ii) Work two (2) out of four (4) weekends as required by the Department;
- iii) Available to work on statutory holidays as required by the Department;
- iv) Work days and/or evenings and/or nights as required by the department;
- v) Work either during the Christmas period (December 24-26) or New Years' period (December 31 - January 2).

4.04 A 'casual' employee is an employee who is employed on a relief or replacement basis and is reasonably available for call-ins as circumstances require. Casual staff may not be scheduled on a regular basis for more than thirty-two (32) hours per month unless they are filling a 'temporary' vacancy, as defined in this Article or covering for a vacation leave.

Casual employees who are not available within a one (1) month period or who have refused shifts and have not worked within a one (1) month period, unless on an approved leave of absence, may be terminated by the Employer.

4.05 A 'temporary' employee is an employee hired for a specified term not to exceed twelve (12) months, to replace a permanent employee who is on an approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. The parties may agree to extend this time period if necessary.

The release or discharge of such an employee shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the collective agreement, however and employee with more than six (6) months remaining in their temporary term need not be considered. Any successful applicant who has completed his probation period will be credited with the appropriate seniority.

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

ARTICLE 5 - NO DISCRIMINATION OR HARASSMENT

5.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his rights under the Collective Agreement.

5.02 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of grounds prohibited by s.5 (1) of the Ontario Human Rights Code.

- 5.03 Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with the Ontario Human Rights Code.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

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

ARTICLE 7 - UNION SECURITY

- 7.01 The Employer will deduct from each employee in the bargaining unit an amount equal to the regular monthly union dues designated by the Union. The amount of regular monthly dues shall be as certified to the Hospital by the Treasurer of the Union from time to time. The Hospital agrees that it shall deduct union dues from any retroactive wage payments. The amounts so deducted shall be remitted by the Employer to the Union's Accounting Department no later than the 15th of the month following the month in which such deductions were made. In consideration of the deducting and forwarding of union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

7.02 Notification to Union

The Employer will provide the Union with a list, monthly of all new hires, lay-offs, recalls, status changes and positions which have been vacated within the bargaining unit where such information is available or becomes readily available through the Employer's payroll system.

7.03 Union Orientation

A new employee will have the opportunity to meet with a representative of the Union in the employ of Sodexo for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representation of the Union and the collective agreement. Such meetings may be arranged collectively or individually for employees by Sodexo as part of the orientation program.

ARTICLE 8 - UNION REPRESENTATION AND COMMITTEES

8.01 Union Stewards

The Employer agrees to recognize Union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or designate may assist in the presentation of any grievance or with any steward function.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Hospital where he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

Nothing in this Article shall preclude full-time stewards from representing part-time employees and vice-versa.

The Employer agrees to recognize three (3) stewards, including all executive members.

8.02 Labour/Management Committee

The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this Agreement. The Committee shall be comprised of two (2) Union representatives and two (2) Employer representatives. The Committee shall meet at a time and place mutually satisfactory. The Committee shall meet once every two (2) months, unless agreed otherwise.

A request for a meeting hereunder will be made in writing at least seven (7) days prior to the date proposed and accompanied by an agenda of matters proposed to be discussed.

The purpose of the Committee includes, but shall not be limited to:

- i. Promoting and providing effective and meaningful communication of information and ideas;
- ii. Dealing with future emergency situations of an unexpected nature that may challenge the Employer's ability to deliver safe healthcare and requires a temporary change to the Employer's normal operating procedures.

8.03 Negotiating Committee

The Employer agrees to recognize a negotiating committee comprised of two (2) Sodexo employee representatives of the Union for the purpose of negotiating a renewal agreement. The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to and including conciliation. Nothing in this provision is intended to preclude the Union negotiating committee from having the assistance of any representatives of the Ontario Public Service Employees Union when negotiating with Sodexo.

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

The Negotiating Committee shall have the right to attend meetings held within working hours in order to prepare amendments for the next Agreement up to a maximum of three (3) days per member. Reasonable notice is to be provided to the Employer and approval will be conditional on operational needs. This time is to be paid by the Union.

8.04 List of Union Representatives

The OPSEU Local President agrees to provide and maintain an up-to-date list of all Union Representatives (including Union Stewards, Union Executive, Labour/Management Committee, Health and Safety Committee, and Negotiating Committee) to the Department Director or designate. The Local President shall notify the Employer in writing of any changes to the list as they occur.

8.05 Union Activity on Premises and/or Access to Premises

The Union agrees that neither it, nor its officers, agents, representatives and members will engage the holding of meetings or any other Union

activities on Sodexo premises or on Sodexo time without the prior approval of the Employer, except as specifically provided for in this Agreement. Such approval will not be unreasonably denied.

ARTICLE 9 - ACCIDENT PREVENTION - HEALTH & SAFETY COMMITTEE

- 9.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- 9.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health and Safety Committee, one (1) representative selected or appointed by the Union from amongst bargaining unit employees.
- 9.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.
- 9.04 The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- 9.05 Meetings shall be held every second month or more frequently at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 9.06 Any representative appointed or selected in accordance with Article 9.02 hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Accident Prevention Health and Safety Committee in accordance with the foregoing, shall be granted.

A member of a committee is entitled to:

- a) one (1) hour or such longer period of time as the committee determines is necessary to prepare for each committee meeting; and
- b) such time as is necessary to attend meetings of the committee; and
- c) such time as is necessary to carry out inspections and investigations contemplated under subsection 9(26), 9(27), and 9(31) of the *Occupational Health and Safety Act*, R.S.O. 1990 as amended up to and including 1998.

A member of a committee shall be deemed to be at work during the times described above and the Employer shall pay the member for those times at the member's regular or premium rate as may be proper.

- 9.07 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

ARTICLE 10 - GRIEVANCE & ARBITRATION PROCEDURE

- 10.01 Employees shall have the right, upon request, to the presence of a Union Steward at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. The Employer agrees that it will not discipline an employee without just cause. Where the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union, in writing, of such suspension or discharge.

- 10.02 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable. The parties agree to utilize an electronic version of the grievance form where possible.

- 10.03 It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of addressing his complaint. The grievor may have the assistance of a union steward if he or she so desires. Such complaint shall be discussed with his immediate supervisor within nine (9) calendar days after the circumstances giving rise to it having occurred or ought reasonably to have come to the attention of the employee. This complaint must be provided in writing to the immediate supervisor on the worker complaint form where possible. Failing settlement within nine (9) calendar days, it shall then be taken up as a grievance within nine (9) calendar days following his immediate supervisor's decision in the following manner:

Step 1

The Employee, who may be accompanied by a steward, may submit a written grievance signed by the employee to the Department Manager. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated. The Union and the Employer shall meet to discuss the grievance at a time and place suitable to both parties. Such meeting

to occur within nine (9) calendar days of the receipt of the grievance by the Department Manager. The Department Manager will deliver his decision in writing within nine (9) calendar days following the day on which the grievance meeting was held. Failing settlement or response, then:

Step 2

Within nine (9) calendar days following the decision in Step 1, the grievance may be submitted in writing to the Department Director. A meeting will then be held between the Department Director or designate, the grievor and his/her representatives(s) within nine (9) calendar days of the submission of the grievance at Step 2. It is understood and agreed that the Staff Representative from OPSEU may be present at such meeting. The decision of the Employer shall be delivered in writing within nine (9) calendar days following the date of such meeting.

10.04 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step Two within fourteen (14) calendar days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he could have instituted himself and the regular grievance procedure shall not be thereby bypassed. Where the grievance is a Employer grievance it shall be filed with the Local Union President or designate.

10.05 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing through the Local Union, signed by each employee who is grieving and the Local Union President, at Step Two of the process, within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

10.06 Discharge Grievance

The release of a probationary employee be at the discretion of the Employer and shall not be subject to the grievance procedure unless the probationary employee is released for reasons which are arbitrary, discriminatory or in bad faith.

The Employer agrees that it will not discharge, without just cause, an employee who has completed his probationary period. A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance. Such grievances shall originate at Step Two within seven (7) calendar days after the date the discharge is effective. Such grievances may be settled by:

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

10.07 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as herein provided. If no written request for arbitration is received within fourteen (14) calendar days after the decision under the foregoing procedure is given, the grievance shall be deemed to have been abandoned.

10.08 All agreements reached under the grievance procedure between the representatives of the Employer, the representatives of the Union and the grievor(s) will be final and binding upon the parties.

10.09 When either party requests that any matter be submitted to arbitration as provided in this Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time appoint a nominee. Within seven (7) calendar days thereafter, the other party shall appoint its nominee, provided however, that if such party fails to appoint its nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to make such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to agree upon a Chair of the Arbitration Board. If they are unable to agree upon such a Chair within a period of fourteen (14) calendar days, they shall then request the Ministry of Labour for the Province of Ontario to appoint a Chair.

10.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless otherwise agreed by the parties.

10.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

- 10.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 10.13 The proceedings of the Arbitration Board will be expedited by the parties. The decision of the majority, and where there is no majority, the decision of the Chair, will be final and binding upon the parties hereto and the employee(s).
- 10.14 Each of the parties will bear the expense of its nominee, and the parties will share equally the fees and expenses of the Chair of the Arbitration Board.
- 10.15 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 10.16 Where an arbitration board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to arbitration board shall appropriately apply.
- 10.17 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.

ARTICLE 11 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 11.01 Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt by the employee of such letter or suspension provided that the employee's record has been discipline free for such eighteen (18) month period. Any leave of absence in excess of thirty (30) continuous calendar days will not count towards either period referenced above.
- 11.02 Each employee shall have reasonable access to his or her file for the purposes of reviewing any evaluations, letters of counselling or formal disciplinary notations contained therein. Such review shall take place in the presence of the Employer. A copy of the above documents will be provided to the employee on request. An employee is entitled to place a written response to letters of counselling in his/her file.

Any evaluations, letters of counselling or formal disciplinary notations shall not be placed in the employee's file unless a copy has been given to the employee.

The Employer will endeavour to encourage employees to acknowledge, in writing, receipt of any such documentation.

ARTICLE 12 - SENIORITY AND SERVICE

12.01 Newly hired employees shall be considered to be on probation for a period of four hundred and fifty (450) hours of work. If retained after the probationary period, the employee shall be credited with seniority from date of last hire. Where it is determined that an extension to probation may be required, such recommended extension shall be discussed with the Local President and the worker.

It is understood and agreed that any extension to the probationary period will not exceed an additional four hundred and fifty (450) hours worked or such lesser period as may be agreed by the parties. The release of a probationary employee shall not be the subject of a grievance or arbitration.

12.02 Seniority List

- (a) The Employer shall maintain a seniority list showing each employee's accumulated seniority.
- (b) A seniority list shall be submitted to the Union and posted on the Union bulletin board by January 31st and July 31st of each year.
- (c) Employees will have thirty (30) calendar days to review the seniority list to verify the accuracy. If no complaint is received during this period, the seniority list will be deemed to be correct up to the date of posting.

12.03 Seniority and Service Accumulation

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

Part-time employees, including casual employees, will accumulate seniority on the basis on one (1) year for each one thousand nine hundred and fifty (1950) hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

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

No calculation on conversion of service or seniority shall result in the employee's service or seniority date preceding the employee's last date of hire.

Seniority will operate on a bargaining unit wide basis.

Notwithstanding the above, employees hired prior to the date of certification with OPSEU will be credited with the seniority they held prior to that date and will thereafter accumulate seniority in accordance with this Article.

12.04 Transfer of Seniority and Service

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall and service (including meeting any waiting period or other entitlement requirements) for purposes of vacation entitlement, sick leave, and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service on the basis of one (1) year for each 1950 (one thousand and nine hundred and fifty) hours worked.
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1950 (one thousand and nine hundred and fifty) hours worked.

12.05 Effect of Absence - Applicable to Full-Time Employees

- (a) (i) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence. The employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits in which he is participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.

It is further understood that during such absence, credit for seniority shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to disability resulting in WCB or LTD benefits.

(ii) Notwithstanding Article 12.05 (a) (i), service and seniority will accrue for a maximum period of seventeen (17) weeks if an employee's absence is due to a pregnancy leave, and for a maximum period of eighteen (18) weeks if an employee's absence is due to a parental leave. In addition, the Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to seventeen (17) weeks from the commencement of the leave while the employee is on pregnancy leave, and for up to eighteen (18) weeks from the commencement of the leave while the employee is on parental leave, unless the employee does not intend to pay her contributions.

(b) The Employer agrees to provide, in response to an employee's request, his service and/or anniversary date.

(c) *Applicable to Part-Time Employees*
Part-time employees shall accrue seniority for a period of eighteen (18) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

12.06 Retention & Accumulation of Seniority on Transfer Outside Bargaining Unit

(a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended further six (6) months upon the agreement of the employee and the Employer. Such employees on

temporary assignments shall remain members of the bargaining unit and would continue to accrue seniority.

- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Hospital to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within twenty-four (24) months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

12.07 Loss of Seniority and Service

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

- (a) resigns;
- (b) is discharged and not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- (f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.
- (g) is absent due to illness or disability for a period of thirty (30) months, unless he has less than six (6) months' service at the time the illness or disability commenced and is not eligible for long-term disability benefits. If the employee has less than six months'

service at the time the illness or disability commenced and is not eligible for long-term disability benefits, this provision will apply after an absence equal to his length of service at the time the absence commenced.

- (h) Is a casual employee who has not been available within a three (3) month period or who has refused shifts and has not worked within a three (3) month period, unless on an approved leave of absence; and
- (i) Nothing in this article shall contravene the Ontario Human Rights Code.

ARTICLE 13 - LAYOFF AND RECALL

Applies to Full-time and Regular Part-time employees

13.01 (a) Notice

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

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

- (b) A layoff shall not include a reassignment of an employee from her or his classification or area of assignment who would otherwise be entitled to notice of layoff provided:
 - (i) the reassignment of the employee is to an appropriate permanent job with the Employer having regard to the employees' skills, abilities, qualifications and training or training requirements;

- (ii) the reassignment of the employee does not result in a reduction of the employees wage rate or hours of work;
- (iii) the job to which the employee is reassigned is located at the employee's original work site or at a nearby site in terms of relative accessibility for the employee;
- (iv) the job to which the employee is reassigned is on the same or substantially similar shift or shift rotation; and
- (v) where more than one employee is to be reassigned in accordance with this provision, the reassigned employees shall be entitled to select from the available appropriate vacancies to which they are being reassigned in order of seniority provided no such selection causes or would cause a layoff or bumping.

The Employer bears the onus of demonstrating that the foregoing conditions have been met in the event of a dispute. The Employer shall also reasonably accommodate any reassigned employee who may experience a personal hardship arising from being reassigned in accordance with this provision.

- (c) Any vacancy to which an employee is reassigned pursuant to paragraph (b) need not be posted.

13.02 Layoff and Recall

An employee in receipt of notice of layoff pursuant to 13.01(a)(ii) may:

- (a) accept the layoff, or
- (b) opt to receive a separation allowance as outlined in Article 13.05; or
- (c) opt to retire; or
- (d) 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 13.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her

intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

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 18.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (d) above.

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

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.

An employee recalled to work in a different classification from which he or she was 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.

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

The 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 for his or her proper address being on record with the Employer.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

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

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 13.01.

13.03 Benefits on Layoff

In the event of a lay-off of an employee, the Employer shall pay its share of insured benefits premiums up to the end of the month in which the lay-off occurs.

The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of his or her intent to do so at the time of the lay-off, and arranges with the Employer the appropriate payment schedule.

13.04 Separation Allowances

(a) Where an employee resigns within thirty (30) days after receiving notice of layoff pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay.

(b) Where an employee resigns later than thirty (30) days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary.

13.05 Retirement Allowances

(a) Prior to issuing notice of layoff pursuant to article 13.02 in any classification(s), the Employer will offer early retirement allowance to a sufficient number of employees eligible to 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 13.02. Early retirement shall be defined as reaching eighty-five (85) factor, age plus years of service.

(b) 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 fifty-two (52) weeks' salary.

13.06 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:

- i. The Employer will make offers in the classifications within the department(s) where layoffs would otherwise occur. If more employees that are required are interested, the Employer will make its decision based on seniority.
- ii. In no case will the Employer approve an employee's request under (i) and (ii) above for a voluntary exit option, if the employees remaining are not qualified to perform the work.
- iii. The number of voluntary 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 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 elected a voluntary 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 fifty-two (52) weeks' pay.

ARTICLE 14 - TECHNOLOGICAL CHANGE

Applies to full-time and regular part-time employees only

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

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

- 14.02 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation. The Employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

ARTICLE 15 - JOB POSTING, PROMOTION AND TRANSFER

- 15.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within the seven (7) day period referred to herein.

The posting shall occur within one (1) month of the position becoming established. The Employer is to notify the Local President if the position is being filled in any other manner or if not being filled at this time.

The postings shall stipulate the qualifications, classifications, rate of pay, department and shift(s) and a copy shall be provided to the Local President of the Union.

Where the skill, ability, experience and qualifications are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the normal requirements of the job.

Vacancies created by the filling of an initial permanent vacancy will be posted for a period of three (3) consecutive calendar days, excluding Saturday, Sundays, and Holidays. Applications for such vacancies shall be made in writing within the three (3) day period referred to herein.

Successful employees shall not be considered for other vacancies within a six (6) month period unless an opportunity arises which allows the employee to change his or her permanent status.

- 15.02 Vacancies which are not expected to exceed sixty (60) calendar days and vacancies caused due to illness, accident, leaves of absence (excluding maternity leaves) may be filled at the discretion of the Employer.

- 15.03 When a job vacancy occurs within the Hospital, current employees will be given the first opportunity to apply for the position. If the job is offered to the employee in accordance with Article 15.01 and there is a promotion involved, the employee will be placed on the scale as a new employee, provided that there is no reduction in salary; otherwise, they will be placed on the closest step on the new scale.
- 15.04 The successful applicant shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer, to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Personal Leave

Written requests for a personal leave of absence without pay will be considered on an individual basis by the employee's Supervisor or his designate. Such requests are to be submitted as far in advance as possible and a written reply will be given. Such leave shall not be unreasonably withheld.

16.02 Personal Emergency Leave

All Employees will be entitled to two (2) paid and eight (8) unpaid personal emergency leave days per year as per the *Employment Standards Act*.

16.03 (a) Local Union Business Leave

The Employer agrees to grant leaves of absence without pay to local bargaining unit members for the purpose of attending Union seminars and/or attending to Union business, provided such leave does not interfere with the efficient operation of the Employer. There can be no more than two (2) persons off within a department at any one time and the cumulative total leaves of absence shall not exceed fifty (50) days per year.

In requesting such leave of absence, the Union must give at least fourteen (14) days' written notice to the employee's immediate supervisor, copied to the person responsible for scheduling.

Requests consistent with the above shall not be unreasonably denied.

(b) Union Position Leave - F.T.

When an employee is elected as the Union's President (Provincially) or First Vice-President (Provincially) the Union will immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence shall be granted from the employee's place of employment for the duration of the current term of office. The Union shall reimburse the Employer the amounts paid on behalf of the employee, including pay and benefits.

(c) Where an individual of the bargaining unit represented by OPSEU is elected or appointed as an Executive Board Member (Provincially), such individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The Employer will maintain the employee's salary and applicable benefits and the Union will reimburse the Employer for the cost of salary and benefits. In addition, there will be no loss of seniority during such leaves of absence.

(d) The Local President or designate will be entitled to four (4) hours off, every other week to conduct local union business. This time off shall be prearranged with the appropriate supervisor, at a mutually agreed time.

16.04 Bereavement Leave

Any employee who notifies his/her immediate Supervisor as soon as possible following bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period following the death of the spouse, child or parent.

An employee who notifies his/her immediate Supervisor as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without loss of regular pay from regularly scheduled hours within the seven (7) calendar day period following the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse.

An employee who notifies his/her immediate Supervisor as soon as possible following a bereavement shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled

hours within the seven (7) calendar day period following the death of his or her aunt or uncle, niece or nephew, in order to attend the funeral.

Clarity note: "Aunt" and "Uncle" refer to the sibling of one's parent or the spouse of a sibling of one's parent.

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

16.05 Jury and Witness Duty

If an employee is requested to serve as a juror in any court of law or is required by subpoena to attend as a witness in a court proceeding in which the Crown is a party, or is required to attend a coroner's inquest in connection with a case concerning the Employer, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to work on the day of such duty, provided that the employee:

- (a) informs the Employer immediately upon being notified that the employee will be required to attend court or the coroner's inquest;
- (b) presents proof of service requiring the employee's attendance; and
- (c) promptly repays the Employer the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

(Applicable to full-time employees)

In addition to the foregoing, where an employee is required by subpoena to attend a Court of Law or Coroner's Inquest, in connection with a case arising from the employee's duties at the Hospital, on his regularly scheduled day off or during his regularly scheduled vacation, the Employer will attempt to reschedule the employee's regular day off or vacation period, it being understood that any rescheduling shall not result in the payment of any premium pay. If the Employer fails to reschedule such employees, the Employer shall arrange lieu time off work for all days the employees would otherwise be off work had it not been for the attendance at Court or the Coroner's Inquest.

(Applicable to part-time employees)

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or Coroner's inquest, in connection with a case arising from the employee's duties at the Hospital, on his regularly scheduled day off, he shall receive regular pay as if he had been scheduled to work the day.

16.06 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act* unless otherwise amended.

The Employee shall give written notification at least four (4) weeks in advance of the intended date of commencement and anticipated duration of leave.

The employee shall confirm their return to work date in writing at least four (4) weeks in advance.

ARTICLE 17 - SICK LEAVE AND LONG-TERM DISABILITY

Full-time Employees Only

17.01 Sick Leave Defined

Sick leave means the period of time a full-time employee is permitted to be absent from work by virtue of being sick or disabled. Employees absent from work due to illness or disability for which compensation is not payable under *Workplace Safety and Insurance Act* shall be covered by these sick leave provisions.

17.02 Short Term Disability

Full-time employees who have successfully completed their probationary period shall earn one (1) day per month. Employees can carry over sick time from year to year up to a maximum of one hundred and twenty (120) days. The first thirty-two (32) days of illness will be at one hundred percent (100%) of salary. The remaining days will be at seventy-five percent (75%) salary.

17.03 Medical Certificates

When an employee is required to have a physician complete the Employer's form, employees will be reimbursed for medical certificates, to a maximum of fifty dollars (\$50.00) per certificate.

Proof of disability (such as a doctor's certificate), that is satisfactory to the employer, is required if you are absent for four (4) days or more, and is subject to a periodic review thereafter. Such proof may also be required at any time in order to qualify for benefits.

ARTICLE 18 - HOURS OF WORK & OVERTIME

18.01 Lieu Time

Full-time and Regular Part-time employees may elect time off in-lieu to be taken on a mutually agreed upon basis between the employee and the Employer. Such time-off shall be the equivalent of the premium rate the employee earned for working overtime. The Employer shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days. Employees shall not accumulate more than forty-five (45) hours of lieu time.

18.02 Full-time employees shall normally be scheduled seventy-five (75) hours on a bi-weekly basis, with a normal or standard work day of seven and one-half (7½) hours per day, exclusive of a one-half (½) hour meal break. The nights shift regular hours shall be eight (8) hours per day or eighty (80) hours bi-weekly.

18.03 Rest Periods

Employees shall be entitled, subject to the exigencies of patient care, to relief periods during the shift on the basis of fifteen (15) minutes for each half shift.

18.04 Overtime Definition

Overtime shall be defined as being all authorized hours worked in excess of the normal or standard work week in Article 18.02. The overtime rate shall be one and one-half (1 ½) times the regular straight time hourly rate of pay.

18.05 Schedules shall be posted two (2) weeks in advance of commencement covering a four (4) week period.

18.06 The Employer agrees to schedule regular part-time employees according to the following:

A. Part-time Scheduling for all bargaining unit members

- i. All regular part-time employees shall be scheduled up to their committed hours, by seniority, before any casual employees are utilized.
- ii. Where all regular part-time employees have been given the opportunity to work up to their commitment, extra shifts will then be offered, to regular part-time employees, who submit their availability in the manner prescribed by the Employer in order of seniority and shift levelling.
- iii. Application of this article is subject to the following conditions:
 - a) A shift will be deemed to be offered whenever a call is placed;
 - b) It is understood that the Employer will not be required to offer shifts that would result in overtime pay; and
 - c) Where a regular part-time employee accepts an additional shift, he must report for that shift unless arrangements satisfactory to the Employer are made.

18.07 In the event employees of their own accord wish to exchange scheduled shifts with another employee, the Employer requires signed acknowledgements from each employee and shall not be responsible or liable for overtime rate claims and non-compliance with the collective agreement provisions that might arise or accrue as a result of the exchange of shifts. The Employer's approval of such exchanges will not be unreasonably withheld.

18.08 It is understood normal hours include those required to accommodate the change from Daylight Savings Time to Standard Time and vice versa to which the other provisions of this Article do not apply. It is further understood that the amount of regular pay for a full normal shift worked shall not be affected by reason of the change in the number of normal hours worked in consequence of such change from Daylight Savings Time to Standard Time and vice versa.

18.09 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice, of at least forty-eight (48) hours, not to report to work.

ARTICLE 19 - CALL-BACK

19.01 Call Back

An employee who is called to work after leaving the Hospital premises and outside of his regular scheduled hours shall be paid a minimum of no less than four (4) hours' pay at time and one-half (1 1/2) his regular straight time hourly rate for work performed on each call-in. In the event that such four (4) hour period overlaps and extends into his regular shift he will receive the four (4) hour guarantee payment at time and one half (1½) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the Hospital premises referred to above will not be applicable where an employee remains in the Hospital on standby arrangement with the Employer.

For purposes of clarification, Article 20.01 does not apply to pre-scheduled hours of work. Article 20.01 does not apply where the employee elects to work additional unscheduled hours made available by the Employer.

ARTICLE 20 - SHIFT AND WEEKEND PREMIUMS

20.01 Shift Premium

Employees shall be paid a shift premium of twenty-five cents (\$0.25) per hour for all hours worked where the majority of their scheduled hours fall between 2300 and 0700 hours.

Effective April 1, 2019 the premium will increase to thirty cents (\$0.30) per hour.

Effective April 1, 2020 the premium will increase to thirty-five cents (\$0.35) per hour.

Effective April 1, 2021 the premium will increase to forty cents (\$0.40) per hour.

Effective April 1, 2022 the premium will increase to forty-five (\$0.45) per hour.

ARTICLE 21 - TRAINING

21.01 Where the Employer requires an Employee to take an educational course to upgrade or acquire new employment qualifications such Employee shall not lose regular pay because of necessary absence from work due to participation in such course. The Employer shall pay the full cost of such

course in advance. The employee may apply to the Employer for a reasonable advance to cover additional costs associated with the course.

ARTICLE 22 - RESPONSIBILITY PAY

22.01 Where the Employer temporarily assigns an employee to carry out the assigned responsibilities of a higher paying classification inside or outside of the bargaining unit for a period of one shift or more, the employee shall receive an allowance of one dollar (\$1.00) per hour for each hour during the temporary assignment.

ARTICLE 23 - NO PYRAMIDING

23.01 Premium payment (including both overtime and holiday payment) shall be calculated and paid under more than one provision of this Agreement only, even though hours worked may be premium payment hours under one provision. In such circumstances the highest premium will be applied.

ARTICLE 24 - PAID HOLIDAYS

24.01 List of Holidays

The following days are paid holidays under this Agreement:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
Civic Holiday	Family Day

(a) In addition to the above named holidays, full-time employees, who have completed their probationary period, shall receive two (2) float holidays in that fiscal year. Staffs hired on or after December 15 are not eligible for any float holidays in that fiscal year. Float holidays cannot be accumulated and carried over to the subsequent fiscal year. Float holidays are to be scheduled at a mutually agreed time between the employee and the Employer.

24.02 Employees shall receive holiday pay in accordance with the *Employment Standards Act*.

24.03 Holiday Pay Qualifiers

Holiday pay qualifiers for employees will be based on the provisions as set out in the *Employment Standards Act* for the fixed holidays listed above.

24.04 Any employee scheduled to work on a holiday, and who does not report for work, shall forfeit her holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee will receive holiday pay provided the employee has otherwise qualified for holiday pay in accordance with Article 25.03 above.

24.05 Where a holiday falls during the employee's scheduled vacation period, her vacation shall be extended by one (1) day unless the employee and the Employer agree to schedule a different day off with pay.

24.06 An employee required to work on any of the foregoing holidays shall be paid at the rate of time and one half (1½) her regular straight time hourly rate of pay for all hours worked on such holiday. In addition, she will receive holiday pay in accordance with this Article.

A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday shall be deemed to be work performed on the holiday for the full period of the scheduled shift.

Where an employee is required to work overtime on such a holiday they shall be paid at the rate of two (2) times their regular straight time hourly rate for the overtime hours.

ARTICLE 25 - VACATIONS

25.01 Employees will indicate their preferred two (2) week vacation for the period of April 1st to September 30th by the 1st day of February of each year and such vacation shall be allocated by seniority. After this date, vacation for this period will be allocated on a first come basis.

25.02 The vacation schedule for the above period will be posted by April 1st.

25.03 Employees will indicate their preferred two (2) week vacation for the period October 1st to March 31st by August 1st of the previous year, and such vacation shall be allocated by seniority. After this date, vacation for this period will be allocated on a first come basis.

25.04 The vacation schedule for the above period will be posted by October 1st.

25.05 Employees can only take vacation after it has been earned and employees are expected to use vacation earned within the fiscal year. Under special circumstances with written approval from the Hospital, an employee may be allowed to accumulate up to one and one-half (1 ½) their annual accrual.

25.06 Vacation entitlements for full-time employees are based on continuous service and will be adjusted for unpaid absences in accordance with Article 12.05. Vacation entitlements for part-time and casual employees are based on hours worked. One year equals one thousand nine hundred and fifty (1950) hours worked.

Where an employee's scheduled vacation is interrupted due to bereavement, the employee will be entitled to bereavement leave. The portion of the employee's vacation which is deemed bereavement will not be charged to the employee's vacation credits provided the employee provides supporting evidence at the discretion of the manager

25.07 Full-time employees accrue vacation hours on a bi-weekly basis based on the table below. After the completion of the probationary period, full-time employees can request accumulated vacation days.

Length of Service	Accumulation of Hours	Annual Equivalent
Date of hire but less than 2 years	2.88 hours bi-weekly	2 Weeks
2 years but less than 5 years	4.33 hours bi-weekly	3 Weeks
5 years but less than 12 years	5.77 hours bi-weekly	4 Weeks
12 years but less than 20 years	7.21 hours bi-weekly	5 Weeks
20 years or more	8.65 hours bi-weekly	6 Weeks

25.08 Part-time employees, including casuals, shall be paid a percentage of earnings on a bi-weekly basis in accordance with the table below.

Length of Service	Percentage of Earnings
Date of hire but less than 2 years	4%
2 years but less than 5years	6%
5 years or more	8%

ARTICLE 26- HEALTH AND WELFARE BENEFITS

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

- (a) The Employer agrees to pay seventy five percent (75%) of the billed premium for employees towards coverage of the Employer Extended Health Care plan currently in effect or comparable coverage with another carrier.
- (b) The Employer agrees to pay seventy five percent (75%) of the billed premium for employees towards coverage of the Employer Dental Care plan currently in effect or comparable coverage with another carrier.
- (c) The Employer agrees to contribute one hundred percent (100%) of the billed premium for employees towards coverage of the Employer Life Insurance plan currently in effect or comparable coverage with another carrier.
- (d) A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union upon request.

26.02 Group RRSP

Effective April 1, 2019 the Employer will contribute two percent (2%) to a Group RRSP.

Effective April 1, 2020 the Employer will contribute three percent (3%) to a Group RRSP.

Effective April 1, 2021 the Employer will contribute four percent (4%) to a Group RRSP.

26.03 Vision Care

Vision care coverage shall be increased to three hundred dollars (\$300) every twenty-four (24) months.

26.04 Pay in Lieu

Part-time and Casual staff shall receive six percent (6%) pay in lieu of benefits for all hours worked.

Effective April 1, 2019 PIL will increase to eight percent (8%).

Effective April 1, 2020 PIL will increase to ten percent (10%).

Effective April 1, 2021 PIL will increase to twelve percent (12%).

Effective April 1, 2022 PIL will increase to fourteen percent (14%).

ARTICLE 27 - COMPENSATION

27.01 Attached to this Agreement is Schedule "A".

27.02 When a new classification in the bargaining unit is established by the Employer, or the Employer makes a substantial change in the job content of an existing classification, the Employer shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Employer agrees to meet with the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement, it being understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Employer and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained. Each change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the new or substantially changed classification was first filled.

27.03 Job Descriptions

A copy of the current job description for a bargaining unit position shall be made available to the union. If a job description is changed or modified, the Union will be informed and provided with a copy of the revised job description.

27.04 Part-time and casual employees will accumulate service for purposes of progression on the salary grid, on the basis of one year of service for each one thousand nine hundred and fifty (1950) hours worked.

Notwithstanding this provision, the calculation of service for purposes of progression on the salary grid will include service accrued during a pregnancy leave or parental leave.

ARTICLE 28 - GENERAL

28.01 Contact Information

It shall be the duty of each employee to notify the Employer promptly of any changes in address or any change in temporary residency. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such employee. An employee shall notify the Employer of any change to her or his telephone number.

Cost of Printing

The Union and the Employer shall equally bear the cost of printing the collective agreement that is negotiated by the parties.

Bulletin Boards

The Employer shall provide a bulletin board for posting of Union notices in the agreed to location. Notices of Union activity may be placed on the Union bulletin board by the Union. Notices will be forwarded to the Employer for approval prior to being posted.

Uniforms

The Employer will provide to employees uniforms when employees are required by the Employer to wear uniforms.

Travel

Employees required to travel for the Employer shall be compensated at the corporate kilometric rate.

Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.

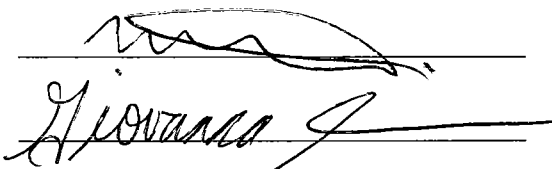

ARTICLE 29 - DURATION AND RENEWAL

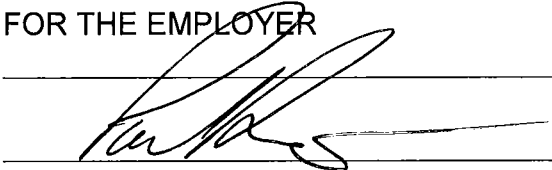
29.01 This Agreement shall continue in effect until March 31, 2023 and shall continue automatically thereafter for annual periods of one year each unless no more than ninety (90) days prior to the expiry date, either party notifies the other in writing that it intends to amend or terminate this Agreement.

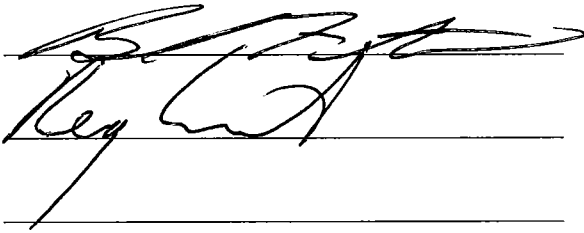
Dated at Richmond Hill this 30 day of November 2018.


FOR THE UNION

FOR THE EMPLOYER


Giovanna J.
Jennifer Markle

Jennifer Markle







SCHEDULE A

**SODEXO - OPSEU
PAY BANDS - EFFECTIVE DATE OF
RATIFICATION**

Job Title	6 months	Level 1	Level 2	Level 3	Level 4	Level 5
Call Centre Associate	18.50	22.42	22.91	23.40	23.89	24.32

Effective April 1, 2019 – 1.6% GWI

Effective April 1, 2020 – 1.65% GWI

Effective April 1, 2021 – Match CUPE Central Hospital

Effective April 1, 2022 – Match CUPE Central Hospital

Lump Sum

FT staff will receive two thousand dollars (\$2,000)

RPT staff will receive one thousand dollars (\$1,000)

Casual employees will receive four hundred dollars (\$400)

Lump sum payment will be made within two (2) pay periods from the date of ratification.