

COLLECTIVE AGREEMENT

Between:

NUTRA SERVICES, A DIVISION OF BROWNS PLUS + INC.
(operating at Elizabeth Centre Nursing Home)
(hereinafter called the "Employer")

- and -

**SUDBURY MINE, MILL & SMELTER WORKER'S UNION
LOCAL 598/UNIFOR**
(hereinafter called the "Union")

Expiring: November 18, 2026

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PREAMBLE

WHEREAS Nutra Services has represented and warranted to its clients that it has specialized expertise in the provision and delivery of dietary services ("the Services") in a number of sectors, including the health care sector.

AND WHEREAS Nutra Services has entered into a contract as an independent contractor to provide and deliver the Services at 2100 Main Street in the City of Greater Sudbury, Ontario, including the provision of its own goodwill, supplier contacts, operating plans and policies, equipment, managerial staff, recruitment and training of qualified employees.

AND WHEREAS the parties wish to establish terms and conditions of employment for the employees of Nutra Services employed at 2100 Main Street in the City of Greater Sudbury, Ontario.

NOW THEREFORE the parties agree to the following terms

Article 1. PURPOSE

Section 1.01

The purpose of this Agreement is to set forth hours of work, wages, certain other economic and working conditions, and to provide a means for the prompt and equitable disposition of grievances.

Section 1.02

It is recognized that the employees wish to work together with the Employer to provide competitive and effective dietary services for the facility at 2100 Main Street client and its residents.

Article 2. RECOGNITION AND SCOPE

Section 2.01

The Employer recognizes the Union as the bargaining agent of all employees of Nutra Services, A Division of Browns Plus + Inc. employed at 2100 Main Street in Val Caron, Ontario save and except supervisors, persons above the rank of supervisors, and office and clerical staff.

Section 2.02

The Employer undertakes that it will not enter into any agreement or contract with those employees for whom the Union has bargaining rights, either individually or collectively, which will conflict with any of the provisions of this Collective Agreement.

Section 2.03 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not perform work normally performed by employees within the bargaining unit which shall directly cause or result in the layoff or reduction in regularly scheduled hours of work of an employee in the bargaining unit.

Article 3. DEFINITIONS

Section 3.01 "Employee(s)":

Employees" for all purposes of this agreement are persons employed by Nutra Services, at Elizabeth Centre (Nursing Home) at 2100 Main Street, Val Caron, Ontario, who are within the scope of the bargaining unit.

Section 3.02 "Employer":

The Employer for all purposes of this Collective Agreement is Nutra Services.

Section 3.03 Full-Time Employees:

A full-time employee is defined as an employee who is regularly scheduled to work sixty (60) hours or more bi-weekly, exclusive of unpaid meal breaks.

Section 3.04 Part-Time Employees:

A part-time employee is defined as an employee who is regularly scheduled to work less than sixty (60) hours bi-weekly, exclusive of unpaid meal breaks.

Section 3.05 Bargaining Unit:

The word "bargaining unit" when used throughout this Agreement shall mean the unit as defined in Article 2.01.

Section 3.06 Singular/Plural Pronoun:

Whenever the singular pronoun is used in this Agreement, it may also be deemed to mean the plural where the content so requires and vice-versa.

Section 3.07 Spouse/Partner:

The term "spouse" or "partner" as used in this agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.

Section 3.08 Days:

Except where otherwise specified in the Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days which includes Saturdays, Sundays and holidays.

Where there is specific reference to "working days", the reference shall be construed to exclude Saturdays, Sundays and the fixed designated holidays under the collective agreement.

Article 4. MANAGEMENT RIGHTS

Section 4.01

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

- (a) To determine and establish standards and procedures for the service, care, welfare, safety and comfort of the clients and of the residents of the client of the facility.
- (b) To maintain order, discipline and efficiency, and to make, alter and enforce rules and regulations to be observed by employees.
- (c) To hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; and to increase and decrease working forces, provided that a claim of discriminatory classifications, promotion, demotion, discipline or suspension, or a claim by an employee who has completed the probationary period that he has been discharged without just cause may become the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be in accordance with Article 12.02 of the collective agreement.
- (d) To generally manage the services to be provided to the client and, without restricting the generality of the foregoing, to determine the services to be rendered, the methods, the work procedures, the kind and location of machine, tools instruments and equipment to be used; to select, control and direct the use of all materials required in the delivery of the services, to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the client, the client's residents, employees and the public;
- (e) To exercise those rights, powers, functions or authority, which are not specifically abridged or modified by this Agreement.

The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

Article 5. DISCRIMINATION / HARASSMENT

Section 5.01 Union Membership

The Employer and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives with respect to any employee because of his/her membership or non-membership in the Union or because of his/her activity or non-activity in the Union.

Section 5.02 Ontario Human Rights Code

The Employer and the Union agree that there shall be no discrimination, interference,

restraint, coercion or harassment, as defined by and within the meaning of the Ontario Human Rights Code, exercised or practiced by either of them or by any of their representatives with respect to any employee reason of age, sex, marital status, race, creed, colour, national origin, disability, sexual orientation, or on any ground prohibited under the Ontario Human Rights Code. The defenses and limitations to the prohibited grounds of discrimination under the Ontario Human Rights Code shall apply.

Section 5.03

Joint Commitment in Respect of Discrimination and Harassment on the Prohibited Grounds Under the Human Rights Code, Bullying, Workplace Harassment and Workplace Violence under the Occupational Health and Safety Act (Bill 168 "Workplace Violence and Harassment")

- (a) The Employer and the Union are committed to providing a positive environment for staff free from discrimination and harassment as prohibited under, and within the meaning of, the Ontario Human Rights Code.
- (b) The Employer and the Union are committed to providing a positive environment for employees free from bullying. Depending upon the circumstances, bullying may be a form of harassment or discrimination prohibited under the Ontario Human Rights Code or a form of workplace harassment or workplace violence under the Occupational Health and Safety Act (Bill 168 "Workplace Violence and Harassment").

Bullying is defined as repeated, persistent, continuous behavior, as opposed to a single negative act, that is known or ought to be known to be unwelcome and intimidates, offends, degrades or humiliates an individual.

Bullying may also be known as mobbing, abuse, workplace aggression, violence, victimization, and social undermining

- (c) The Employer and the Union are committed to providing a positive environment for employees free from workplace harassment and workplace violence, within the meaning of the Occupational Health and Safety Act (Bill 168 "Workplace Violence and Harassment").
- (i) 'Workplace Harassment' is defined under the Occupational Health and Safety Act as:

"Engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome", or workplace sexual harassment.

Workplace sexual harassment means:

Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender

expression. where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or

Making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

- (ii) 'Workplace Violence' is defined under the Occupational Health and Safety Act as:
- the exercise of physical force by a person against an employee in a workplace, that causes or could cause physical injury against a worker
 - an attempt to exercise physical force against an employee, in a workplace, that could cause physical injury to the worker; or
 - a statement or behaviour that it is reasonable for an employee to interpret as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.
- (iii) The Employer and the Union further acknowledge that the Long Term Care Environment contains residents who; through no fault of their own, exhibit behaviours and actions that are threatening or unwelcome to staff. The workplace is built around managing these behaviours to the benefit of both the residents and the staff.
- (iv) It is agreed that when the employee is faced with workplace violence it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction, which may in the appropriate circumstances include the reassignment of the employee for the remainder of her shift. The Employer will make every reasonable effort to rectify the situation. The employee will also complete an Employee Incident/Hazard Report Form.

The Employer will give all such violence related Incident / Hazard Reports to the Union within three (3) calendar days of the Employer receiving the Employee Incident/Hazard Report Form. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees who encounter workplace violence.

Section 5.04

Where a bargaining unit member complains of discrimination or harassment *under the Ontario Human Rights Code*, or bullying, or workplace harassment or workplace violence as defined in 5.03 a), b) and c) above, by;

- (i) a person other than another bargaining unit member, she shall bring such complaint to the attention of the Employer and of Unifor, Mine Mill Local 598. The Employer will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the

Union Chairperson. Should the complainant not be satisfied with the Employer's response she is entitled to file a grievance under the terms of this Collective Agreement.

- (ii) another Unifor, Mine Mill Local 598 bargaining unit member, the complaint will be jointly investigated by the Employer and the Union in accordance with the investigation procedure set out in "Harassment Policy in Respect of Unifor, Mine Mill Local 598 Members" contained within the Letter of Understanding attached to the collective agreement which is, in the circumstances of the joint investigation, deemed to include workplace harassment, violence and bullying. The parties agree that depending upon the nature and severity of the circumstances surrounding the complaint, that some of the steps of the Investigation procedure may be bypassed.

It is understood that in the circumstances of workplace violence, the Employer may need to take immediate action and intervention for the protection of the complainant, other employees and residents prior to commencing the joint investigation with the Union.

Where the complaint is investigated under this joint process, the Unit Chair or designate will be the Union investigator.

Section 5.05

For clarity, harassment, discrimination and bullying do not include occasional differences of opinion between employees or non- aggressive employee conflicts or properly discharged supervisory actions occasioned in good faith and in accordance with the provisions of the collective agreement, including the delegation and monitoring of work assignments, performance and/or the assessment of discipline.

Section 5.06

The Employer and the Union agree that an employee who in good faith lodges a complaint of discrimination or bullying or workplace violence or who participates in good faith in an investigation of such a complaint is entitled to protection against retaliation or reprisal.

The Employer and the Union further acknowledge that the pursuit of frivolous allegations of harassment, discrimination, bullying or violence through the complaint procedures have a detrimental effect on the spirit and intent for which the complaint procedures were rightfully developed and therefore is not acceptable. It is also agreed that an employee who submits numerous frivolous complaints or a fraudulent complaint may be the subject of a complaint under this Article 5 and may be subject to disciplinary action.

Section 5.07

In support of providing and maintaining an environment free of harassment and discrimination, the Employer will ensure that all staff members, volunteers and persons

with practicing or working privileges in the facility are informed that harassment and discrimination in the workplace is an offence under the Ontario Human Rights Code and/or the Occupational Health and Safety Act, as applicable. The Employer will review the Workplace Harassment policy with employees on an annual basis.

Article 6. NO STRIKES OR LOCKOUTS

Section 6.01

During the agreement and the statutory extension thereof, the Union agrees that there will be no strikes and the Employer agrees there will be no lockouts.

Section 6.02

The terms "strike" and "lockout" are defined as in the Labour Relations Act, as may be amended from time to time.

Article 7. UNION SECURITY

Section 7.01

Each employee who is in the bargaining unit described in 2.01 shall, as a condition of employment, be subject to the deduction of regular monthly Union dues and to the deduction of Unifor, Local 598 one- time initiation fee.

Section 7.02

The employer will deduct from each employee covered by this agreement an amount equal to the regular monthly union dues as designated in writing by the union and will deduct from each employee, on a one time only basis, Unifor, Local 598 initiation fee. The union dues will be deducted on a bi-weekly basis.

Section 7.03

In the case of newly hired employees, such union dues deductions and Unifor, Local 598 initiation fee shall commence on the first deduction date following their date of hire, as designated in writing by the Union.

Section 7.04

The amount of the regular monthly dues and Unifor initiation fee shall be those authorized in writing by the union in accordance with the Constitution of Unifor and the union shall notify the employer of any changes therein in writing and such written notification shall be the employer's conclusive authority to make the deduction specified.

Section 7.05

In consideration of the Employer deducting and forwarding of union dues and the initiation fee authorized by the Union, the union agrees to indemnify and save the employer harmless against any claims or liabilities arising or resulting from the operation of this article.

Section 7.06

The amounts so deducted shall be remitted monthly to the Secretary- Treasurer of the Union no later than the end of the third week in the month following the month in which the dues and initiation fees were deducted.

Section 7.07

A list of the employees for and on whose behalf union dues and initiation fees have been deducted and their hourly rate of pay will be forwarded to the Union with each dues remittance.

In addition, on a monthly basis, the Employer shall provide the Union with: the names of any employees for whom union dues have not been deducted in the month due to the employee being on a form of absence such that the Employer could not deduct union dues; the names of the employees who have resigned, retired or been terminated in the month; the names of the employees who have been laid off or recalled in the month; the names, classification, current addresses, personal email address (if available) and telephone number of any new bargaining unit hires.

Section 7.08

Upon ratification of the collective agreement, the Employer will supply the Union with the classifications and names and addresses of current bargaining unit employees and personal email addresses (if available) and the phone numbers of those employees who have authorized the Employer in writing to release their phone numbers to the Union. Thereafter, the Employer will provide the Local Union and the National Union Office employee addresses and the hours that the employees have worked two times per year.

Section 7.09

It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee on the day of orientation or once during the first week of employment for the purpose of advising such employee of the existence of the Union and of his/her rights and obligations under the term of this Agreement. The Employer shall advise the Union monthly as to the names of the new hires listed for interview and the time and place on the Employer's premises designated for such interview, the duration of which shall not exceed fifteen (15) minutes.

Article 8. UNION COMMITTEE & REPRESENTATION

Section 8.01

The Employer recognizes Unifor representatives, as herein provided, as representatives of the employees in all matters pertaining to this agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this agreement and of enforcing bargaining rights of the employees under this collective agreement.

Section 8.02

(a) Union Committee Persons and Stewards

The Union shall elect up to two (2) members of the bargaining unit who shall function as the Union Bargaining Committee and representatives of the employees in all matters

pertaining to this collective agreement. One of the two representatives so elected shall be the Union Chairperson. If neither steward is available, the meeting will be postponed, whenever possible, until one is available. It is understood that when processing grievances, no more than a total of one Committee member or steward shall meet with the Employer at any one time, except where necessary to ensure equal representation.

- (b) Unifor National and/or Local 598 Representative will have the right to be present at all meetings with the Employer dealing with any aspect of this collective agreement including the negotiations of the collective agreement.
- (c) The Union Committee shall have the right at any time to the assistance of representatives of Unifor (National and/or Local 598). Such representative(s) must obtain permission from the Employer in order to have access to the Employer's premises and such permission shall not be unreasonably denied.
- (d) The Union shall inform the employer of the names of the committee in writing annually. The Union shall update the list in writing whenever changes occur.
- (e) The Employer shall inform the Union of the names of the Department Heads and Supervisors in writing annually. The Employer shall update the list in writing whenever changes occur.
- (f) The two employees on the Union Bargaining Committee shall be paid their regular straight time hourly rate of pay for all regularly scheduled hours lost due to attendance at negotiation meetings with the Employer up to and including conciliation, but not thereafter.
- (g) A Union Committee person or steward shall be paid his/her regular straight time hourly rate of pay for all scheduled hours of work lost due to attendance at a grievance meeting with the Employer up to but not including the arbitration stage.

Section 8.03

The Union agrees that Union committee members and stewards elected or appointed by the Union shall be regular employees of the employer who have completed at least six (6) months of service with the employer.

Section 8.04

The Union acknowledges that the Union committee members and stewards have their regular duties and responsibilities to perform for the Employer. However, if it is necessary for a Union committee member or steward to leave his/her work to attend to Union business, he/she may so leave his/her work without loss of pay for his/her regularly scheduled hours of work to attend to Union business on the following conditions.

- (a) such business must be between the Union and the Home.
- (b) the time spent shall be devoted to the prompt handling of the Union business.
- (c) the employee concerned shall obtain the permission of the Food Services Manager, if she is on the premises, or the Food Services Manager's designate if he/she is not on the premises before leaving his/her work, provided that such permission shall not be unreasonably withheld. Upon completion of his/her business, he/she will report to the Food Services Manager or the Food Services Manager's designate, as applicable, and then return to his/her regular duties;
- (d) the Company reserves the right to limit such time if it deems the time so taken to be excessive.

Section 8.05 Union/Company Committee Meeting

The Employer and the Union Bargaining Committee shall meet quarterly, or as otherwise mutually agreed, to discuss matters of mutual concern and interest. A Union Representative (National or Local) may also attend this meeting. A request for a meeting shall be made in writing at least one (1) week in advance of the date proposed and will be accompanied by a proposed agenda of matters for discussion.

Union Committee member(s) who attend a Union/Company Committee meeting will be paid his/her straight time hourly rate of pay for all scheduled hours of work lost due to attendance at such meeting.

Section 8.06

The parties agree that workload complaints and issues are suitable subjects for discussion at the Union/Company Committee and will be placed on the agenda if submitted at least one week in advance of the meeting. The discussion of the workload complaint will form part of the minutes of the meeting. Where the workload complaint raises an employee health and safety issue, the complaint will be referred to the joint Occupational Health and Safety Committee. It is understood that a workload complaint shall not be the subject of a grievance or arbitration.

Section 8.07

The Employer will provide a locker for the Union's exclusive use.

Section 8.08

The Employer agrees that the Union Chairperson shall be retained at work during any layoffs or cutbacks in employment during his/her term of office provided he/she is qualified, able and willing to perform any available bargaining unit work.

Article 9. HEALTH AND SAFETY AND ENVIRONMENT

Section 9.01

The parties agree that they mutually desire to maintain standards of safety and health in

the facility in order to prevent injury and illness.

Section 9.02

A Joint facility-wide Health and Safety Committee will be established with representation from the various bargaining units and of employees who are not represented by Unions and an equal number of Employer Representatives. The number of Employer representatives shall not exceed the total number of union representatives.

Unifor, Local 598 will be entitled to one representative from this bargaining unit.

Section 9.03

At no time shall the number of Employer representatives be allowed to outnumber the total number of union representatives.

Section 9.04

Two (2) co-chairpersons shall be elected by and from the members of the committee. One co-chair shall be a union member, and the other shall be an Employer member. The union members of the committee will elect the Union co-chair.

Section 9.05

The committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time. Meetings will be held bi-monthly, or more or less frequently as the committee may determine. The union co-chair and the Employer co-chair will rotate the responsibility for chairing the meetings on a basis to be determined by the committee.

Section 9.06

Without limiting the generality of the foregoing, the committee shall:

- (i) Ensure that inspections have been carried out at least once a month by the co-chairs or designate of the workplace and equipment.
- (ii) Make recommendations for the improvement of the health and safety of workers.
- (iii) Recommend to the Employer and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
- (iv) Record the minutes of the meetings, which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
- (v) Identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons or

organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.

- (vi) Unifor representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee as may be necessary for preparation with payment from the Employer.

Section 9.07

In the event of accident or injury, union and employer committee representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.

The Employer will notify the Union Co-Chairperson of any "near miss" that is reported to the Employer. Near Misses will also advise the Union of any accommodation granted or denied.

Section 9.08

No employee shall operate any piece of equipment or perform duties until he/she has received orientation, education and/or instruction.

Section 9.09

The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Employer.

Section 9.10

The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace and speak confidentially with the inspector.

Section 9.11

Employees will be made aware of special procedures required of them in providing services for residents who have serious infectious diseases. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Employer will ensure that all employees are aware of the requirement to practice universal precautions.

Section 9.12 National Day of Mourning

Each year on April 28 at 11:00 a.m., one minute of silence will be observed in the workplace in memory of workers killed or injured on the job.

Section 9.13 Protective Clothing and Equipment

The Employer recognizes the safety concerns of all staff and shall provide all employees

whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g., gloves, long sleeved gowns, masks, goggles). These shall be maintained and replaced, where necessary, at the Employer's expense. Where the committee recommends the wearing of such protective clothing and equipment and the Employer approves the recommendations, the employees are obligated to comply with such recommendation(s).

Section 9.14 Lockout and Machine Guarding

The employer shall ensure that all equipment is locked out and guarded. The JHSC shall develop lockout and test procedure and machinery guarding program. All employees who may be at risk will receive training specific to their job.

Section 9.15 Treatments

Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the costs of such treatments are not covered by some other sources the cost will be borne by the Employer.

If an employee does not take the recommended course of treatment, or fails to complete it, he/she shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment initiated by the Employer any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Employer may direct or, failing that sick leave if the credits are available.

Section 9.16 Employment of Disabled Workers

The union acknowledges the duty of the employer to accommodate certain individuals under the Human Rights Code of Ontario and agrees that this Collective Agreement will be interpreted in such a way as to permit the Employer to discharge that duty. The employee acknowledges his/her obligations, and the Employer acknowledges the Employer's Obligations, regarding an Early and safe Return to Work program as may be set out under the Workplace Safety and Insurance Act and under the Human Rights Code and the parties agree that this collective agreement will be interpreted in such a way as to permit those obligations to be discharged.

Where the Employer returns an employee to modified work within his/her classification which impacts the work of other employees, the Employer will notify and discuss it with the Union.

The Employer will notify the Union of any bargaining unit employee who has requested accommodation for a disability and will also advise the Union of any accommodation granted or denied.

The Employer agrees that a Union Committee member will be present when the Employer

is reviewing a return to work/modified work program with an employee.

Where an employee's accommodation exceeds six (6) months, the Employer will meet with the Union and employee to review the employee's circumstances,

In the event that an employee who is physically handicapped is not capable of performing the work of her classification with such accommodation as may be required under the Ontario Human Rights Code, but is qualified to perform the work of another classification within the bargaining unit and the Employer receives satisfactory medical documentation that the employee is able to perform the work of the different classification, the parties agree to meet to discuss possible ways in which the employee may be transferred to an available or existing position within that classification. Any agreement reached between the parties will prevail over the terms of any contrary provisions in the collective agreement. The defenses and limitations under the Ontario Human Rights Code shall apply.

Where the Employer assess that it is not able to readily grant accommodation, the Employer will notify the Union and meet with the Union and employee to discuss the accommodation request and further options.

Section 9.17 Injured Workers Provisions

An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at his/her regular rate of pay. Such employee shall be provided with transportation to his/her doctor's office or the hospital and to his/her home as indicated, at the Employer's expense.

Section 9.18

In consultation with the Joint Occupational Health and Safety Committee, the Employer will review its Workplace Violence Policy on an annual basis, to which meeting(s), the Unifor, Mine Mill Local 598 Union Bargaining Committee will also be invited to attend and participate. The Policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.

Section 9.19

The Employer agrees to provide education and information on the prevention of violence to all employees who may come into contact with potentially aggressive persons.

Article 10. GRIEVANCE AND ARBITRATION PROCEDURE

Section 10.01

The parties to this agreement recognize the Union Committee persons, stewards and Unifor representatives as the agents through which employees shall process their grievances.

Section 10.02

It is agreed that an employee may have the assistance of a Union committee person or a steward in the presentation of the employee's complaint or grievance at any stage of the procedure.

Section 10.03

It is understood that where a Union Committee person or steward attends a grievance meeting with the Employer to assist in the presentation of a complaint or grievance, the union committee person shall be paid his/her regular straight time hourly rate of pay for time lost from his/her scheduled hours of work due to attendance at the meeting. It is understood that only one Union representative (a union committee member or a steward) shall attend a grievance/complaint meeting with the Employer at any one time, except where necessary to ensure equal representation. The number of Employer representatives will not exceed the number of Union representatives in attendance.

Section 10.04 Definition of Complaint /Grievance

For the purposes of this Agreement, a complaint or grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this collective agreement including any question as to whether a matter is arbitrable.

Section 10.05 Complaint/Grievance Procedure

All complaints and grievances shall be taken up in the following manner:

Complaint Procedure - Step No. 1

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he/she has first given the Food Services Manager the opportunity of adjusting his/her complaint. The employee who may have the assistance of a Union Committee person or steward shall discuss the complaint with the Food Services Manager, within nine (9) calendar days after the circumstances giving rise to it have occurred and it is understood that no grievance may be filed where the circumstances giving rise to such grievance occurred more than nine (9) calendar days prior to the employee discussing his/her complaint with the Food Services Manager. The Food Services Manager shall give a verbal decision within nine (9) calendar days following the discussion. Any settlement achieved at the complaint stage is without prejudice or precedent to the parties in any other existing or future matters, but is with prejudice to the specific complaint that has been resolved.

Failing settlement, the complaint may then be taken up as a written grievance within nine (9) calendar days following advice of the Food Services Manager's decision in the following manner.

Step No. 2

Within nine (9) calendar days following the decision under Complaint Procedure Step

No. 1, a Union Representative may submit a written grievance to the Food Services 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 Food Services Manager will give his/her written response within nine (9) calendar days from date of submission of the written grievance.

Failing settlement, then:

Step No. 3

Within nine (9) calendar days from receipt of the written response of the Supervisor, a Union Representative may submit the grievance in writing to the Regional Food Services Manager.

A meeting will then be held between the Regional Food Services Manager, and/or designate, the grievor and a Union representative (Union Committee members or steward) within nine (9) calendar days of the submission of the grievance at Step No. 2, unless such time frame is extended by mutual written agreement of the parties. It is agreed that the Employer's representatives and the Union's representatives in attendance will be the representatives appropriate for the issue(s) in the grievance. A UNIFOR Local and/or National representative and the grievor may be present at the meeting. It is further understood that the Regional Food Services Manager, or his/her designate, may have such counsel and assistance as he/she may desire at such meeting.

The decision of the Regional Food Services Manager shall be delivered in writing within nine (9) calendar days following the date of such meeting. Failing settlement of any grievance under the foregoing procedure, the grievance may be referred to arbitration within thirty (30) calendar days after the decision of the Regional Food Services Manager in Step No. 3 is given, in accordance with the arbitration process.

NOTE: The parties agree that only the representatives from either party, identified in the language for Step 1 and Step 2 of this article, may be in attendance at the Step 1 and Step 2 grievance meeting. In addition, the employer agrees that the grievor is not included in any numbers which would determine equal representation from either party.

Section 10.06 Employer Policy Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union or any employee covered by this Agreement, in writing, at Step Number 3 of the grievance procedure, by forwarding a written statement of said grievance to the Unifor, Local 598 bargaining unit Chairperson, copied to the Unifor, Local 598 Representative, within twelve (12) calendar days after the circumstances giving rise to the grievance have originated or occurred.

Section 10.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general

misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 3 of the grievance procedure, providing that it is presented within twelve (12) calendar days after the circumstances giving rise to the grievance have originated or occurred. The Policy Grievance shall be signed by a Unifor representative and submitted directly to the Food Services Manager. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

Section 10.08 Group Grievance

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

Section 10.09 Layoff and Recall Grievances

Grievances concerning layoffs and recall shall be initiated at Step 3 of the grievance procedure.

Section 10.10 Discharge Grievance

- (a) A claim by an employee who has completed his/her probationary period that he/she has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is filed with the Employer at Step No. 3 within nine (9) calendar days after the date the discharge is effected.
- (b) Grievances under a) may be settled under the Grievance or Arbitration Procedure by:
 - (i) Confirming the Employer's action in dismissing the employee; or
 - (ii) Reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
 - (iii) By any other arrangement which may be deemed just and equitable between the Union and the Company or by the arbitrator.

II. ARBITRATION PROCESS

Section 10.11

It is agreed by the parties hereto that any grievance arising from the difference of opinion relating to the interpretation, application or administration of this agreement

which cannot be settled after exhausting the grievance procedure shall be settled by arbitration which is defined in the Ontario Labour Relations Act.

Section 10.12

In the event that either party proceeds to arbitration, it shall notify the other party in writing of its intentions within thirty (30) calendar days of the receipt of the answer at Step 3 along with the name of its nominee on an Arbitration Board. If no written request for arbitration is received within thirty (30) calendar days after the Step No. 3 response is given, the grievance shall be deemed to have been abandoned unless such timeframe is extended by mutual written agreement of the parties. Within seven (7) calendar days of receipt of such notice, the party shall notify the other of the name of its nominee. The two nominees shall then select an impartial chairperson. Failing to do so within twelve (12) calendar days, either party shall request the Minister of Labour for the Province of Ontario to appoint a chairperson. A Board of Arbitration shall have no power to alter, modify, detract from, suspend, amend, or change, rates of pay or provisions for another provision, but shall have the power to dispose of any grievance by any arrangements which in its opinion it deems just and equitable.

Section 10.13

Upon mutual agreement, the parties may submit the grievance to a single arbitrator who shall have the same power as a Board of Arbitration. Within the same timelines referred to in Article 10.12, the party referring the grievance to arbitration shall indicate the name of its nominee(s) to act as sole Arbitrator. The other party shall answer in writing and either accept one of the nominees put forward by the referring party or indicate the name of its nominee(s) as the sole Arbitrator.

Section 10.14

Each of the parties hereto shall equally bear the expense of its nominee to the Board, and, the parties hereto shall jointly bear the expenses and fees of the chairperson.

Section 10.15

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

Section 10.16

All agreements reached under the grievance or arbitration procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon Employer, the Union and the employees involved subject to the provisions re settlements achieved at Step No.1, Complaint Procedure.

Section 10.17

The Arbitrator shall not have the jurisdiction to alter, amend, modify, add to, or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement.

Section 10.18

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

Section 10.19

The time limits set out in the Grievance Process and in the Arbitration, Process herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of the Labour Relations Act. Any of the time limits above may be extended by mutual written agreement of the parties.

Section 10.20

If there is a backlog of grievances which have not been heard at Step No. 3 within the applicable time limits, the Employer will, at the Union's request, schedule special grievance meeting(s) to clear the backlog.

Section 10.21

At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Home.

Article 11. DISCIPLINE

Section 11.01 Copies of Written Discipline

A copy of any formal discipline that is to be recorded in writing in the employee's file shall be given to an employee and shall also be given to the Union Committee Chairperson.

Section 11.02 Access to Personnel File

Upon a written request given at least one (1) week in advance, an employee shall have access to review his/her personal file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. The review shall take place following the employee's shift at a mutually agreeable time in the presence of the Food Services Manager or her designate. The employee may have a Union committee person/steward present upon his/her request. It is understood and agreed, however, that the employee is not entitled to see job references.

Section 11.03

An employee who is subject to formal disciplinary action, which is to be recorded in the employee's personnel file shall be entitled to have a Union Committee member present at the time such discipline is given. In each case the committee member will be present unless the employee waives this right by signing a waiver in the presence of the committee member.

In the normal course, the Employer will advise the Union Chairperson, or in his/her absence a Union Committee person or steward, in advance that the meeting is anticipated to be disciplinary in nature and will further generally advise of the nature of the alleged offence(s), except where the credibility of the employee may be a factor. It is understood that the Employer's failure to disclose such information in advance of the meeting will not nullify otherwise meritorious discipline.

Section 11.04 Clearance of Disciplinary Record

Except as noted herein, records of formal disciplinary action will be removed from the employee's personnel file once eighteen (18) months have elapsed since the date of the last formal disciplinary action on the file. Notwithstanding the foregoing, where the employee has been disciplined for resident abuse, the discipline will be removed from the file once thirty-six (36) months have elapsed since the date of the last formal disciplinary action on file.

Section 11.05 Imposition of Discipline

Where the Employer becomes aware of an incident or situation which could give rise to discipline of an employee(s) within the bargaining unit, the Employer will investigate and make a determination in a reasonably expeditious manner, taking into consideration such factors as the availability of individuals and documents necessary to the investigation, as well as the nature, scope and complexity of the investigation that is required.

Article 12. SENIORITY AND SERVICE

Section 12.01 Accumulation of Seniority and Service

Seniority for the purposes of this agreement shall operate on a bargaining unit wide basis. Employees shall accumulate seniority and service on the basis of hours worked within the bargaining unit since their last date of hire, except as provided otherwise in this Agreement. Where more than one (1) employee has the same number of hours worked, their seniority order will be determined by lottery.

Eighteen hundred (1800) hours worked equals one year of seniority and service.

Section 12.02 Probationary Period

- (a) Full-time employees newly hired or transferred into the bargaining unit must complete a probationary period of four hundred and fifty (450) hours worked and part-time employees newly hired or transferred into the bargaining unit must complete a probationary period of four hundred and fifty (450) hours worked or six (6) calendar months, whichever occurs first. The probationary period may be extended with the mutual written agreement of the Employer, employee and the Union.
- (b) Employees shall not accumulate seniority during the probationary period; however upon successful completion of the probationary period, the employee will be credited with seniority for the probationary period.

- (c) Where the Employer has concerns during an employee's probationary period with respect to the employee's work performance or prospects for continued employment, the Employer will meet with the employee and Union to advise the employee of the Employer's concerns.
- (d) During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except as expressly provided otherwise in this agreement. The discharge of a probationary employee shall be at the sole discretion of the Employer and shall not be the subject of a grievance or arbitration.

Section 12.03 Seniority Lists

The Employer will keep up-to-date seniority lists for the bargaining unit and will post the same on a bulletin board by April 1st and October 1st of each year. A copy of the seniority list shall be sent to the Unifor, Local 598 Union office at the time of the posting. Seniority lists will include names, classification, department, date of hire, seniority date and seniority hours.

Section 12.04

Protests with regard to the above-mentioned lists shall be submitted in writing to the Food Services Manager within thirty (30) calendar days of the date the lists are posted on the bulletin boards. When proof of error is presented by the employee or his/her representative, such error will be corrected immediately and when so correct the agreed upon correction will be final and a revised seniority list will be posted.

Section 12.05 Loss of Seniority, Service

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

- (a) voluntarily quits the employ of the Home;
- (b) retires or is retired;
- (c) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- (d) has been laid off for twelve months;
- (e) is absent from work for a period of three (3) consecutive working days or more for which he/she was scheduled to work without a satisfactory reason for such absence; and/or is absent from scheduled work for a period of three (3) or more days without notifying the Employer without a satisfactory reason for the failure to notify;

- (f) Utilizes a leave of absence for the purpose of engaging in gainful employment elsewhere, unless approved in writing by the Food Services Manager;
- (g) fails to return to work upon termination of an authorized leave of absence, vacation or suspension without satisfactory reason;
- (h) fails upon being notified of a recall to signify her intention to return within five (5) calendar days after he/she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within fourteen (14) calendar days after he/she has received the notice of recall;
- (i) is absent due to illness or non-compensable injury for a period in excess of twenty-four (24) months;*
- (j) is in receipt of Workers' Compensation as a result of injury incurred while in the employ of the Employer and is absent for a period in excess of twenty-four (24) months.*

[*Note: The Employer and the Union agree to abide by the provisions of the Ontario Human Rights Code in the application of (i) and U).]

[*Note: Implementation-Applies to leaves that are ongoing at the date of ratification of Memorandum of Settlement.]

Section 12.06

Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following will apply:

- (a) the employer will pay its share of the health & welfare benefits for the calendar month in which the leave commences.
- (b) if the leave of absence exceeds thirty (30) consecutive calendar days, benefits coverage may be continued by the employee for the period beyond the month in which the leave commences, provided that he/she pays the total cost of the premiums to the employer for each monthly period.
- (c) Seniority for the purposes of promotion, demotion, transfer or layoff or any other seniority role shall be suspended and shall not accumulate during the period of the absence. Notwithstanding this provision, seniority for such purposes shall accrue during an absence due to illness or due to a disability resulting in WSIB benefits for twenty-four months.

Credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under the collective agreement will not accumulate but will remain fixed at the

amount held at the commencement of the leave, and the benefits concerned appropriately reduced on a pro-rata basis.

- (d) Notwithstanding the above (a), the employee will continue to pay its share of the health and welfare benefits while an employee is on WSIB leave for a maximum period of twelve (12) months.
- (e) It is understood that an employee who chooses to continue benefits under a, b, or d above shall provide the employer with payment for the amount required on or before the first day of the month in which payment is due.
- (f) Notwithstanding the foregoing, seniority accumulation, service accumulation and the Employer's continuation of his/her share of the benefit premiums, if any, for employees on pregnancy or parental leave shall be governed in accordance with Article 15.03.

Section 12.07

No employee covered by this agreement will be assigned to a position outside of the bargaining unit without the employee's consent.

Section 12.08

Seniority and Service re: Transfer Outside of the Bargaining Unit

- (a) An employee who accepts a promotion with the Employer to a permanent position outside the bargaining unit and who is returned within six (6) months, or twelve (12) months in cases of pregnancy/parental leave replacements, to the bargaining unit shall be given credit for all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit within this timeframe, all other employee(s) shall revert to their previous positions and employees newly hired to replace either the employee transferring out of the bargaining unit, or an employee transferred as a result of the employee transfer out of the bargaining unit will be released.

The parties, employer and the union agree that these time frames may be extended by mutual agreement.

- (b) The Employee shall pay union dues to the local as established by the local based on their regular rate of pay at the time they accepted the transfer or the rate as adjusted by negotiated increases, times the hours of work performed while filling the position outside of the bargaining unit. The payment of the union dues is a requirement for the employee to retain accrued bargaining unit seniority and the right to return to the bargaining unit. Should the employee refuse or fail to pay union dues to the local they shall forfeit their right to return to the bargaining unit.

- (c) The only term and condition of this collective agreement that the employee is covered by while filling the position outside of the bargaining unit is this Article 12.08.

Section 12.09 Pregnancy/Parental Leave

Seniority and service will accrue during pregnancy or parental leave in accordance with Article 15.03. The Employer will continue its share of the benefit premiums during pregnancy or parental leave in accordance with 15.03 if the employee continues his/her share of the premiums.

Article 13. JOB POSTING

Section 13.01

In the event new classifications within the bargaining unit are created or permanent vacancies or temporary vacancies as per 13.09 occur in a classification within the bargaining unit which the Employer intends to fill, the Employer will post notice on the bulletin board(s) of such vacancy for seven (7) calendar days prior to filling the position. In order to receive consideration, applications from within the bargaining unit must be made within the seven (7) calendar day period referred to herein.

Section 13.02

Notwithstanding 13.01, only the initial and first subsequent vacancy will be posted for seven (7) calendar days. All subsequent vacancies will be posted for four (4) calendar days. The posted vacancies will be numbered in a manner that allows identification of the initial vacancy and sequentially each of the subsequent vacancies.

Section 13.03

The job posting will stipulate the department and classification, the qualifications, the rate of pay, the starting date, and for information purposes only the starting shift rotation.

Section 13.04

Employees who are on vacation or a leave of absence of a definite term of three (3) months or less may indicate in advance in writing submitted to the Supervisor or his/her designate their desire to apply for a permanent job posting if such posting should occur during their absence. In such case, if the employee is the successful applicant, the Employer will fill the vacancy temporarily until the employee returns from vacation or leave of absence, provided that the leave of absence does not extend beyond three (3) months.

Section 13.05

If no applications are received by the close of the posting period or if the applicants are not qualified to perform the work required, the Employer reserves the right to immediately hire from outside the bargaining unit.

Section 13.06

- (a) In filling vacancies within the bargaining unit all qualified applicants from within the bargaining unit shall be considered on the basis of the qualifications, experience, ability and seniority of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall be awarded the vacancy.
- (b) Notwithstanding 13.06 a), where any qualified applicants from within the bargaining unit have more than three (3) years of seniority, the Employer shall award the vacancy to the most senior applicant who has the necessary ability.

Section 13.07

The name of the successful applicant shall be posted by the Employer within one day (i.e. excluding Saturdays, Sundays and fixed designated holidays) of the posting being accepted and the Employer shall give a copy of the posting to the local Union.

Section 13.08

A successful applicant within the bargaining unit will be placed in the position for a period of one hundred and fifty (150) hours worked. Such trial promotion or transfer shall become permanent after the trial period unless:

- (a) the employee feels that he/she is not suitable for the position, and wishes to return to his/her former position; or
- (b) the Employer feels that the employee is not suitable for the position and requires that he/she return to his/her former position. Where during the trial period the Employer has concerns with respect to the employee's suitability, the Employer will so advise the employee and discuss ways of improving.

In the event of either (a) or (b) above the employee will return to his/her former position and salary without loss of seniority within his/her former classification. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to his/her former position and salary without loss of seniority.

Where a trial promotion or transfer does not become permanent pursuant to (a) or (b) above, the vacancy arising from the employee returning to his/her former position will not be reposted. Rather, the Employer will offer the vacancy to the next highest ranked qualified applicant, in accordance with 13.06 who had originally applied for that vacancy. In the event that there were no other qualified applicants for the vacancy when it was originally posted or no qualified applicant accepts the posting, the Employer will repost the vacancy for a period of four (4) calendar days.

Section 13.09 Temporary Vacancies

A temporary vacancy is a vacancy created by an employee's absence due to pregnancy leave, parental leave, compensable or non- compensable illness or injury or any other leave of absence expected to exceed six (6) calendar weeks. Vacancies expected to

exceed six (6) calendar weeks will be posted and filled in accordance with the criteria of Article 13.06, subject to the following.

The Employer will outline to the employee selected to fill the vacancy, the anticipated conditions and duration of such vacancy. Upon the return of the employee from his/her absence, he/she and others affected will return to their former positions.

A part-time employee who is selected to fill all or part of any temporary full-time vacancy will retain his/her part-time status during the temporary period.

A full-time employee who is selected to fill all or part of a temporary part-time vacancy will not be entitled to sick leave or sick leave accumulation while in the temporary part-time vacancy. If the full-time employee was participating in the insured health and welfare benefit plans as a full-time employee, he/she will be permitted to continue to participate while filling the part-time temporary vacancy provided, he/she fully pays 100% of the billed premium costs of the benefit plans.

The Employer will outline to any employee selected to fill a temporary vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee on leave from his/her absence, he/she shall have the right to return to his/her former position. In instances where an employee returns to work prior to the estimated date of return, the Employer shall not be liable for payments to the resulting displaced employee(s) in accordance with Article 16.09.

Article 14. LAYOFF AND RECALL

Section 14.01 Definition of Layoff and Long-Term Layoff

A layoff for the purposes of this agreement will be defined as the elimination of a full-time employee's position or the elimination of a part-time employee's position or the reduction in regularly scheduled hours of a full-time employee.

A long-term or permanent lay-off will be deemed to be any layoff that is reasonably anticipated to exceed twelve (12) calendar weeks.

Section 14.02 Notice of Permanent, Long-Term Layoff

Notice to the Union

In the event of a layoff of a permanent or long-term nature, the Employer will provide the Union with as much notice as possible. This notice is not in addition to the required notice for individual employees.

The Employer will meet with the Union through the Union/Company Committee to review the reasons and expected duration of the layoff, any realignment or service of staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other

terms of layoff and related provisions in the collective agreement.

Notice to the Employees

In the event of a layoff of a permanent or long-term nature, the Employer will provide the affected employees with notice in accordance with the Employment Standards Act. Subject to any notice exceptions in the Employment Standards Act, the notice shall be in accordance with the following schedule:

Employee's Period of Employment	# of Weeks of Notice
Less Than 1 Year	1 Week
1 Year or more but less than 3 Years	2 Weeks
3 Years or more but less than 4 Years	3 Weeks
4 Years or more but less than 5 Years	4 Weeks
5 Years or more but less than 6 Years	5 Weeks
6 Years or more but less than 7 Years	6 Weeks
7 Years or more but less than 8 Years	7 Weeks
8 Years or More	8 Weeks

Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process.

Section 14.03 Layoff Process (Full-Time)

- (a) In the event of a layoff of full-time employee(s) , the Employer will lay-off full-time employees within the affected classification(s) and, where applicable, within the affected shift(s) in the reverse order of their bargaining unit seniority provided that there remain on the job employees who have the ability and qualifications to perform the work, subject to the following:
- (b) A full-time who is subject to layoff shall have the right to:
 - (i) accept the lay-off; or
 - (ii) displace a full-time employee who has lesser bargaining unit seniority and who is the least senior full-time employee within the same classification or an identical or lower paying classification provided that the full-time employee originally subject to lay-off is qualified for and can perform the duties of the classification with a maximum of one (1) shift of orientation; or displace a part-time employee who has lesser bargaining unit seniority in the same classification or in an identical or lower paying classification, provided that the full-time employee is qualified for and can perform the duties of the classification with a maximum of one (1) shift of orientation.

In determining the ability of an employee to perform the work for the purposes above, the Employer shall not act in an arbitrary fashion.

The decision of the full-time employee to choose (i), or (ii) above shall be given in writing to the Food Services Manager within three (3) days (excluding Saturdays, Sundays and fixed designated holidays) following the notification of lay-off. Employee's failing to do so will be deemed to have accepted the lay-off.

Section 14.04 Layoff Process (Part-Time)

- (a) In the event of a layoff of part-time employee(s), the Employer will lay-off part-time employees within the affected classification(s) and, where applicable, within the affected shift(s) in the reverse order of their bargaining unit seniority provided that there remain on the job employees who have the ability and qualifications to perform the work, subject to the following:
 - (i) accept the lay-off; or
 - (ii) displace a part-time employee who has lesser bargaining unit seniority in the same classification or in an identical or lower paying classification provided that the part-time employee originally subject to layoff is qualified for and can perform the duties of the classification with a maximum of one (1) shift of orientation.
- (b) A part-time employee who is subject to layoff shall have the right to:

In determining the ability of an employee to perform the work for the purposes above, the Employer shall not act in an arbitrary fashion.

The decision of the part-time employee to choose (i), or (ii) above shall be given in writing to the Food Services Manager within three (3) days (excluding Saturdays, Sundays and fixed designated holidays) following the notification of lay-off. Employee's failing to do so will be deemed to have accepted the lay-off.

Section 14.05 Recall Rights

[Clarification Note: Recall rights apply to those employees who have been laid off and are not actively employed either because they did not exercise their displacement rights or were unable to displace any other bargaining unit employee and "laid off" or "on layoff" shall bear the same meaning for the purposes of this Article.]

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided he/she has the ability and qualifications to perform the work.

In determining the ability of an employee to perform the work for the purposes above, the Employer shall not act in an arbitrary fashion.

- (b) The Job Posting Process applies prior to the exercise of recall rights. If a laid off employee bids for and is successful in obtaining a job posting, he/she shall have no further rights with regard to recall.
- (c) No new employees shall be hired from outside of the bargaining unit 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 non-qualified or unable to perform the work available.
- (d) Employees on lay-off or notice of lay-off will be given opportunities for temporary vacancies which are expected to exceed twenty (20) days of work, provided that the employee confirms in writing at the time of the layoff that the employee wishes to be offered such temporary recalls and will be available to return to work for such temporary recall within five (5) calendar days of notification of recall. (A voice message left on the employee's telephone or on the employee's email address on record with the Employer will serve as notification). An employee who has been recalled to such temporary vacancy will not be required to accept such recall and may instead remain on lay-off.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within five (5) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within fourteen (14) calendar days after being notified of recall. 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 proper address being on record with the Employer.

Article 15. LEAVES OF ABSENCE

Section 15.01 Personal Leave

The Food Services Manager or his/her designate may grant, in writing, a request for a leave of absence without pay for personal reasons provided that he/she receives at least four (4) weeks advance written notice, unless impossible, and further provided that such leave may be arranged without undue inconvenience to the normal operations and staffing requirements of the Employer. The leave will not be unreasonably denied. Where it is not possible for the employee to provide four (4) weeks notice, he/she shall provide as much advance notice of his/her request as possible. Applicants when applying must indicate the reason, the date of departure and the date of return.

Except as hereinafter provided, it is further understood that personal leaves of absence will not be granted during the prime summer vacation period of June 15th to September 15th or during the period from December 15th to January 8th. In extenuating compassionate circumstances, the employer may grant a personal leave of absence during these time periods.

It is expressly understood that personal leaves of absence will not be granted for the

purposes of the employee engaging in gainful employment elsewhere, except where authorized in writing by the Food Services Manager.

Section 15.02 Jury Duty

The Employer shall grant leave of absence without loss of seniority and benefits to an employee who is required to serve as a juror in any court of law, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home.

The Employer shall pay such an employee at her straight time hourly rate of pay for all scheduled hours missed due to such attendance provided that the employee:

- (a) Notifies the Employer immediately on the employee's notification that he/she will be required for such service or attendance as set out above;
- (b) Presents proof of service requiring the employee's attendance and proof of dates and times of attendance;
- (c) Deposits with the Employer the full amount of compensation received, excluding mileage, traveling allowance and meal allowance, and an official receipt thereof;
- (d) Comes to work during those scheduled hours of the day shift that he/she is not required to serve or attend for the purposes set out above, provided that at least one-half of his/her shift remains.

An employee on leave in accordance with this provision shall accumulate seniority and service.

Section 15.03 Pregnancy and Parental Leave

- (a) Preamble

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

I. Pregnancy Leave

- (b)
 - (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.
The employee shall give the Employer at least two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible,

and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 15.03 II, Parental Leave.

- (c) An employee who does not apply for leave of absence under Article 15.03 b) i)) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.03 b) i)) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.

It is understood that an employee who makes an election to continue her contribution towards benefits under this provision, shall provide the Employer with payment for the amount required on or before the first day of each month. Where an employee makes such election to continue her contribution towards the benefits, but then does not remit her payment to the Employer as required above, the benefit coverage will be discontinued and the Employer will cease to be under any obligation to continue its share of the benefit premiums.

- (e) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the leave,

and the employee's former permanent position still exists, the employee will be returned to her former job, former shift, if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 15.03 e).
- (g) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- (h) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.03 II of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

II. Parental Leave

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own, or as may be defined or interpreted under the Employment Standards Act.
- (iii) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.

- (iv) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin whenever possible.
- (v) For the purposes of parental leave under 15.03 II Parental Leave, the provisions under a), d), e), f), g), h), and i) shall also apply.
- (vi) An employee may end his/her parental leave as set out above provided the Employer receives written notice at least two (2) weeks before the last day of leave.

Section 15.04 Education Leave

- (a) The Employer may grant an employee request for an unpaid leave of absence to a maximum duration of eight (8) months for an employee to upgrade the employee's employment qualifications as they relate to work relevant to the Employer's operations and needs, provided that the employee provides at least one (1) month's notice in writing and further provided that the leave of absence may be arranged without undue inconvenience to the normal operations of Nutra Services. Applicants, when applying must indicate the date of departure and specific date of return. Any benefits based on service and seniority shall be retained but not accumulated, to that which the employee held prior to the Education Leave.
- (b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications in order to maintain their employment, the Employer shall pay the full cost associated with the courses.
- (c) Where the Employer requires an employee to attend any in- service program or any mandatory training within the Home during the employee's regularly scheduled working hours, the employee shall suffer no loss of regular pay for scheduled working hours missed. Where practicable, the Employer will provide employees with access to a computer where the training is on-line and time during their regularly scheduled hours of work to attend such mandatory training and mandatory in-services.

When an employee is required by the Employer to attend in- services including online education outside their regularly scheduled working hours, and the employee does attend same, the employee shall be paid for all time spent on such attendance at their regular straight time rate of pay.

NOTE: The Employer's payment obligations under (b) shall not apply to pre-employment conditions for employment.

Section 15.05 Union Leave of Absence

The Employer will grant unpaid leaves of absence to employees to attend to Union business so long as the leaves do not interfere with the proper operation and staffing requirements of the Employer and subject to the conditions set out herein:

- (a) The aggregate cumulative total leaves for the bargaining unit shall be twenty (20) days in a calendar year;
- (b) The Union provides at least four (4) weeks written advance notice of the requested leave. Where such notice is impossible, the Union will provide as much advance notice as possible;
- (c) The leave is subject to the ability of the Employer to replace the employee at straight time hourly rates of pay;
- (d) Normally no more than one (1) employee may be absent on Union leave at the same time. In those situations in which the Union requests more than one (1) employee to be absent at the same time, the Union agrees to co-operate with the Employer in facilitating the replacement of the employees.

The Employer will keep an employee's salary and benefits (statutory and employment benefits) whole while the employee is absent due to Union leave under this Article 15.05, and the Union will fully reimburse the Employer for the cost of the salary and benefits upon receipt of the Employer's monthly billing.

Section 15.06 Long Term Union Leave

Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for a long-term leave of absence without pay to an employee elected or appointed to a full- time position with the Local or the National Union. Such leave shall be for a period of up to three (3) years and may be renewed for a further period as may be agreed between the parties.

Notwithstanding that the leave is a leave without pay, the employee will accumulate seniority and service during the leave. It is agreed that the employee will be considered an employee of the Union for WSIB purposes during the leave and the Union shall arrange for WSIB coverage.

Section 15.07 Bereavement Leave

When a death occurs in the immediate family of any employee, the employee shall be granted leave up to a maximum of three (3) days, without the loss of pay for scheduled days lost, ending with the day of the funeral.

- (a) Immediate family shall include parents, spouse, children, parents-in-law, grandparents, great grandparents, grandchildren, siblings, sibling-in-law, son-in-law, daughter-in-law.
- (b) This leave is only to apply where the employee is in attendance or is involved in the preparation of the funeral and pay for such absence is limited to actual scheduled working days.

- (c) An employee will not be eligible to receive Bereavement leave payment for any period in which they are receiving any other payment such as holiday, vacation, or sick pay.
- (d) Where it is necessary because of distance, the employee may be granted up to five-(5) days leave of absence with the Food Services Manager's approval. The additional two-(2) days are without pay.

Section 15.08 Family Medical Leave

- (a) An employee is entitled to family medical leave in accordance with the provisions of the Employment Standards Act.
- (b) An employee who is on Family Medical Leave shall continue to accumulate seniority and service and the Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating during the leave, if the employee continues to pay their portion of the premiums.
- (c) Subject to any changes in an employee's status which would have occurred had he or she not been on Family Medical Leave, the employee shall be reinstated to her former position.

Article 16. HOURS OF WORK AND SCHEDULING

Section 16.01

Nothing in the following provisions or in this collective agreement shall be construed as a guarantee of the hours of work to be performed per day or per week or of the number of shifts of work per week or any other time period.

Section 16.02

The normal hours of work for a full-time employee shall be seven and one-half (7 ½) hours per day, not including a one-half hour unpaid meal period, and seventy-five (75) hours per bi-weekly period, exclusive of unpaid meal periods. Shifts of shorter duration may be scheduled. The meal period will be scheduled within the first 5 1/2 hours of the shift.

Section 16.03

Employees required for reporting purposes shall report to their workstation five (5) minutes prior to the commencement of their shift, which period shall be unpaid.

Section 16.04

The Employer will schedule a full-time employee off, on average, four days in the bi-weekly period. The Employer will schedule full-time employees off every second weekend, unless the employee consents or requests to be scheduled to work additional weekends.

The Employer will endeavour to schedule part-time employees off at least one weekend

off in two but will assure part-time employees are scheduled off one weekend in three (3), unless the employee consents or requests to be scheduled to work additional weekends.

Section 16.05

An employee will be permitted a paid rest period of fifteen (15) minutes for each four (4) hours they are required to work, to be taken at time(s) designated by the Employer.

Section 16.06

Meal periods will be uninterrupted, except in cases of emergency. If due to an unforeseen circumstance, an employee is required to work through all or part of his/her meal period, that portion of the meal period that was interrupted shall be rescheduled as soon as practical thereafter.

Section 16.07

It shall be the responsibility of the Food Services Manager or his/her designate to construct posted work schedules, including the days and shifts of work for an employee, the starting and quitting times each day, and the timing of lunch and rest periods.

Section 16.08

Schedules of a four (4) week duration will be posted seven (7) days in advance.

Section 16.09

It shall be the responsibility of the employee to consult the posted work schedule.

- (a) It is understood that in the normal course, once the work schedule is posted, the Employer shall not change the posted days and shifts of work and days off of an employee without one week's notice to the employee of the change in the schedule. The Employer may change an employee's days and shifts of work and days off with less than one week's notice with the consent of the employee, which consent shall not be unreasonably withheld by the employee.
- (b) It is understood that the notification requirements in a) do not apply in circumstances of layoff, or in extenuating circumstances where the change in the posted schedule is necessary for the fulfillment of the Employer's staffing requirements. In such cases, changes to the posted work schedule required by the Employer shall be brought to the attention of the employees as soon as possible.
- (c) It is further understood that a) does not apply where the change in an employee's posted schedule arises due to another employee returning from a leave of absence with short notice, as herein provided.

It is understood that employees returning earlier than anticipated from a leave of absence other than illness or WSIB leaves are to provide at least two (2) weeks notice prior to

returning. Employees returning from illness leave or WSIB are to notify the Employer by no later than noon (12 pm) on the day prior to the day that the employee is seeking to return. Where the employee provides the minimum notice and the Employer has already replaced the employee's shifts beyond the notice period, the shifts of the replacement employees will be cancelled. Such cancellation will not be a violation of the collective agreement, and the Employer will not be liable to the replacement employees for compensation for the cancelled shifts.

If an employee provides less than the required minimum notice, as applicable, and replacements have already been scheduled for the shifts falling within the required 2 week notice period (or, for WSIB or illness, the notice period provided for above), the shifts of the replacements will not be cancelled, and the returning employee will not be scheduled for those shifts. The Employer will not be liable for compensation to the returning employee for the said shifts.

Section 16.10

The Employer will not schedule full-time employees to work split shifts.

Section 16.11

- (a) Employees will be allowed to trade, that is mutually exchange shifts, with another employee of their own classification, with the prior approval of the Food Service Manager or designate. Such request will be in writing, dated, signed, and co-signed by the employee willing to exchange shifts, and submitted for approval at least seven (7) calendar days prior to the exchange unless such notice is not possible, in which case the employees will submit their request with as much advance notice as is possible. Such approval shall not be unreasonably withheld.
- (b) It is understood that any such change initiated by the employee and approved by the Food Services Manager or designate shall not result in overtime compensation or any increased cost to the Employer or in any other claims on the Employer by any employee or by the Union under the terms of this Agreement.

Section 16.12

An employee will obtain permission from their Department Head or designate before leaving work prior to their scheduled quitting time.

Article 17. PREMIUM PAYMENT

Section 17.01

The regular straight time hourly rate of pay is that prescribed in the wage schedule of the collective agreement.

Section 17.02

Overtime shall be paid for all hours worked over seven and one half (7 ½) hours in a day, exclusive of the unpaid meal period, or seventy-five (75) hours biweekly, exclusive of unpaid meal period, at the rate of one and one-half (1-1/2) times the employee's regular

straight time hourly rate of pay. All overtime must be authorized in advance by the Food Services Manager or designate.

Section 17.03

If an employee works at least two (2) hours of overtime consecutive to a completed full shift, he/she shall be provided a meal by the Employer.

Section 17.04

In the event that the Employer requires overtime to be worked at the end of a shift, the Employer will offer the overtime first to those employees within the classification for whom working the shift will result in the least amount of overtime payment in order of seniority, and then to those employees within the classification for whom working the shift will result in the next least amount of overtime payment in order of seniority and so on. In the event no employee voluntarily accepts the overtime work, the Employer will assign the overtime work to employees within the classification who are on shift in the reverse order of seniority.

Section 17.05

Overtime premiums or other premiums shall not be duplicated nor pyramided.

Section 17.06 Daylight Savings Time

During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for the hours actually worked at straight time wages.

Section 17.07 Minimum Reporting Allowance

If an employee reports for work at his/her scheduled time and no work is available, such employee will be paid the lesser of four (4) hours pay or pay for the scheduled hours of his/her shift at his/her regular straight time hourly rate of pay, provided that the employee has not previously received notification orally or in writing from his/her Food Services Manager or designate not to report.

This minimum reporting hours of work or allowance does not apply and is not payable in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the Nursing Home, nor shall it apply to employees returning to work without required notice after absence.

Article 18. PAID HOLIDAYS

Section 18.01

The following days shall be recognized as paid holidays:

New Years Day	Good Friday	Victoria Day	Civic Holiday
Canada Day	Family Day	Labour Day	
Thanksgiving Day	Christmas Day	Boxing Day	

In addition to the above an employee shall be entitled to two float holidays after one (1) year of employment, which float holidays shall be scheduled at a mutually satisfactory time.

If another federal, provincial or municipal holiday should be proclaimed during the term of the Collective Agreement, such additional legislated holiday would replace one of the designated holidays in the collective agreement. The intent of the parties is that the number of holidays will not exceed the total number of holidays provided for in this agreement.

Section 18.02

Part Time employees who work the non-float holidays shall receive one and one-half (1½) times their regular rate of pay for all hours worked and in addition if the employee qualifies for holiday pay under 18.03, the employee shall be paid holiday pay.

A full-time employee who works the non-float holidays shall be paid at the rate of time and one-half times their regular straight time rate of pay for all hours worked on such holiday. In addition, if the employee qualified for holiday pay under 18.03 will be granted either:

- (a) Holiday pay, or
- (b) A lieu day off with pay (provided that there is enough hours of banked holiday pay to cover the day off), to be taken within sixty (60) days following the holiday. It is understood that the lieu days(s) must be taken on day(s) mutually satisfactory to the employee and the Department Head. If the lieu day off with pay is not taken within the sixty (60) days the employee will be paid holiday pay for the holiday.

Section 18.03

In order to qualify for holiday pay, the employee must satisfy each of the following:

- (i) Must have worked his/her scheduled shift before and scheduled shift after the holiday, unless absent due to illness, as verified by a doctor's certificate if so required by the Employer. It is agreed that an employee will only be entitled to one (1) day's holiday pay during any period of illness, provided that the employee otherwise satisfies all of the other qualifications for holiday pay, except at Christmas and New Year's where the entitlement shall be limited to a maximum of two days; and
- (ii) If scheduled or agrees to work the holiday, must work, unless excused due to illness, as verified by a doctor's certificate if so required by the Employer, or a bona fide reason satisfactory to the Employer; and
- (iii) Must have worked during twelve (12) of the previous twenty eight (28) days; and

- (iv) Must have been employed for three (3) months or more.

Section 18.04

An employee may not receive holiday pay on a day for which they received Workplace Safety Insurance Board (WSIB) payments or while she is on pregnancy or he/she is on parental leave or an unpaid leave of absence over thirty (30) days.

Section 18.05

In the case of a part-time employee who does not work on the holiday, but who satisfies all of the qualifiers in 18.03, the employee shall be paid holiday pay.

Section 18.06

If one of the above named holidays occurs on a full-time employee's regular day off, or during his vacation period, and the full-time employee satisfies the qualifiers in 18.03, the employee shall receive an additional day off in lieu thereof within one month after the stat holiday, unless otherwise arranged between the employee and the Supervisor, or the employee shall receive a day's pay.

Section 18.07

Where an employee qualifies for holiday pay, holiday pay shall be calculated on the basis of the employee's straight time hourly rate of pay x the number of hours regularly worked by an employee in a shift. Where an employee has worked shifts of varying lengths, holiday pay shall be calculated on the basis of the employee's straight time hourly rate of pay x the average length of shift worked by the employee in the preceding 13 weeks.

Section 18.08

The parties agree that the holiday provisions under this agreement are superior to the holiday provisions of the Employment Standards Act.

Section 18.09

Except with the consent of the employee, the Employer will endeavour to schedule employees off at either Christmas or New Year's, on a rotating basis from year to year, subject to the Employer being able to satisfy its staffing requirements. It is agreed that the normal scheduling provisions shall not apply during the period of December 15th - January 8th.

Article 19. VACATION

Section 19.01

Vacations shall be granted to employees in accordance with the following schedule:

After 1800 hours worked	2 weeks vacation @ 4% of gross earnings
After 8000 hours worked	3 weeks vacation @ 6% of gross earnings
After 18000 hours worked	4 weeks vacation @ 8% of gross earnings
After 22000 hours worked	5 weeks vacation @ 10% of gross earnings

Section 19.02 Vacation on Termination

An employee who leaves the employ of the Home for any reason shall be entitled to receive any unpaid vacation pay, which has accrued to him/her to the date of her separation. On the death of an employee, the vacation allowance will be paid to the employee's Estate forthwith.

Section 19.03

- (a) For the purposes of vacation entitlement, seven consecutive calendar days equals one vacation week. Vacation pay for each week of vacation entitlement shall equal 2% of the previous year's gross earnings. Vacation must be taken in minimum one week blocks and cannot be taken in single or split days, except as provided for in b) below:
- (b) One week of vacation may be taken in single days or in combination (each day taken as a single day shall equal one fifth (1/5) of a week's vacation which is equal to 2% of the previous year's gross earnings) with the following exceptions:
 - (i) not on their scheduled weekends of work during the period of June 15th to September 15th; or
 - (ii) not during the period of December 15th - January 8th.

It is further understood that during the period of June 15th - September 15th vacation requests in minimum one (1) calendar week blocks take priority over vacation requests for single days or combinations of the single days during this period notwithstanding Article 19.07. Any single vacation days taken during the summer period of June 15th - September 15th are included in the three week summer vacation cap for that period provided for in 19.07.

It is understood that for the purposes of this provision only, for full-time employees five (5) single vacation days is equivalent to one (1) week of vacation entitlement. For the purposes of this provision only, for part-time employees the number of single vacation days that is equivalent to one (1) week of vacation is calculated on the basis of the average weekly number of days that the part-time employee is regularly scheduled to work on their regular line rotation.

It is understood that the employee must request single vacation days in accordance with the applicable timeframes for vacation requests set out in Article 19.07.

Section 19.04

Vacation shall not accumulate from year to year (vacation year being January 1 st to December 31st) or be carried over from year to year.

A newly hired employee shall be entitled to full vacation entitlement in the vacation year following the year in which the employee was hired, commencing January 1st based an amount equal to 2% of the previous year's gross earnings.

Section 19.05

An employee must take his/her vacation entitlement. An employee cannot waive vacation entitlement and draw double pay. If an employee experiences an extenuating circumstance, the employee may request the employer and the union grant them special consideration to receive a lump sum payment from their vacation bank for that vacation year. Special consideration under this provision must be by mutual consent of both the employer and the union.

Section 19.06

Vacation shall not be granted during the period of December 15th - January 8th.

Section 19.07

- (a) Subject to the following, the choice of vacation period for those employees who have submitted their request(s) by March 31st shall be based on the selection by the employees within the classification in accordance with their bargaining unit seniority, but shall be finally determined by the Food Services Manager or designate having due regard to the proper operation of the facility and the Employer's staffing requirements.

It is however agreed that an employee shall not be entitled to take more than three (3) weeks of his/her vacation entitlement during the period of June 15th to September 15th unless the Employer can accommodate additional vacation after having accommodated all of the vacation requests of employees who requested up to three (3) weeks vacation during the period of June 15th to September 15th.

- (b) The Employer will post a blank vacation request schedule by March 1st of each year. Employee vacation requests are to be submitted by March 31st. By April 30th, the Employer shall inform the employees who have submitted their vacation requests by March 31st whether their request(s) was approved or denied. In addition, by April 30th, the Employer will post the list of employees who have been granted vacation during the period of June 15th to September 15th.
- (c) Requests submitted after March 31st for vacation time may be granted provided that the Employer can fulfill its staffing needs having due regard to the operation of the facility. Such requests will be considered on a first come first serve basis and must be submitted

in writing to the Food Services Manager one month prior to the posting of the work schedule in which the requested vacation period occurs.

It is expressly understood that employees who filed a timely vacation request by March 31st in accordance with b) above will receive priority consideration for their vacation requests, and where their initial requests could not be accommodated in accordance with the selection criteria in b) above, all of their subsequent requested vacation times over an employee who submits such a late request. An employee submitting a request after March 31st cannot utilize her seniority to displace any employee who submitted a timely request.

- (d) Personal leaves of absence will not be granted during the prime summer vacation period of June 15th - September 15th, except as provided for in Article 15.01.
- (e) By September 1st, the Employer will post a notice identifying employees who have not scheduled their entire vacation entitlement for the vacation year. Those employees must submit their written requests for their remaining vacation entitlement by September 15th. Vacation requests shall be granted by seniority. The Employer will respond to the employee by October 1st and if such requests have been denied, the Employer will meet with the employee to select their remaining week(s) of vacation.

Where an employee has not so made their vacation request by September 15th for their remaining vacation entitlement the Employer will schedule the employee's remaining vacation to be taken by December 15th.

Section 19.08 Vacations- Interruption

- (a) Where a vacationing employee or an employee about to commence vacation becomes seriously ill or injured requiring him/her to be an inpatient in a hospital, the period of such illness shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.

Where the employee is discharged from the hospital and is still seriously ill or injured requiring the employee to receive ongoing medical care and/or treatments resulting in the employee being confined to his/her residence or to bed rest, the period of such serious illness or injury will be considered sick leave provided the employee provides satisfactory medical documentation of the ongoing need for medical care and confinement.

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

Section 19.09

Vacation pay for employees will be paid with their regular pay when they take their vacation off. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employee's

annual tax bracket.

Section 19.10

Grievances concerning an employee's vacation pay entitlement will be initiated at Step 2 of the Grievance Procedure.

Article 20. HEALTH AND WELFARE

Section 20.01

The Employer agrees to contribute its portion of the billed premium costs of the health and welfare and sick benefit plans as outlined below for coverage of eligible full-time employees. Every full-time employee who has completed his/her probationary period shall be offered membership in the Group Insurance Plan set out below as soon as practicable thereafter, subject to the employee satisfying the requirements of the insurer. Coverage details and enrolment requirements are as set out by the insurer in the Plan.

- (a) Life insurance-\$17,000 life insurance plan coverage. The Employer will pay one hundred percent (100%) of the billed premium cost of this plan.
- (b) Dental Plan-Blue Cross #9 current ODA fee schedule with a 2- year lag or equivalent, single/family premium rate. The Employer will pay fifty percent (50%) of the billed premiums, provided that participating employee pays the remaining fifty percent (50%) of the billed single/family rate, whichever is applicable, for employees who participate in the plan. The Dental Plan will be subject to a 90%/10% co-insurance and an annual maximum of \$1500 per insured person, and will provide for a nine (9) month routine recall coverage for adults only. Premium payments shall be through payroll deductions.
- (c) Extended Health Care Drug Plan-\$25.00/\$50.00 deductible. The Employer will pay seventy-five percent (75%) of the billed premium for eligible employees provided that participating employees pays the remaining twenty-five percent (25%) of the billed single/family rate, whichever is applicable, for employees who participate in the plan. The Plan is subject to a 90%/10% co-insurance.
- (d) Accidental Death and Dismemberment- The Employer shall pay 100% of the premium.
- (e) The Employer shall provide vision care coverage for full time employees, their spouses and dependent family members in the amount of \$225.00 every 24 months. Effective the first month following date of ratification, increase vision care to \$250.00 every 24 months.

All premiums shall be paid through pay roll deductions on the first pay period of the month.

Section 20.02 Health and Insurance Benefits - Post Age 65 Coverage

Full-time employees who continue to be employed past age 65 shall be eligible for the benefits on the same terms and cost sharing basis as active employees.

- 20.01 (a) - reduced life insurance by 50%
- 20.01 (b) - Dental
- 20.01 (c) - Extended Health Care
- 20.01 (e) - Vision Care

In any event once an employee reaches age 70 and continues to be employed full-time, the employee's coverage under the above noted benefits will cease.

Section 20.03

An employee, who chooses to opt out of any Health and Welfare benefits outlined in this Article, shall be entitled to enroll in the benefits under any one of the following conditions:

- (i) A life changing event, such as divorce or death of a spouse;
- (ii) When an employee transfers from part time classification to a full time classification

provided they apply for such coverage within thirty-one (31) days of the life changing event or of the date they are confirmed in their full time position.

In addition to the above, where an employee's spouse loses their benefits, an employee shall be entitled to enroll for Extended Health and Dental benefits only, provided that they do so within thirty-one (31) days from the date their spouse lost their benefits.

Note: It shall be the joint responsibility of the Employer and the employee to ensure that if the employee wishes to participate, she signs the appropriate enrollment documents in a timely fashion. Employees who opt out of benefits will do so in writing on a form provided by the Employer.

Article 21. SICK LEAVE

Section 21.01

Upon completion of the probationary period, a full-time employee shall commence accumulating sick leave credits on the basis of four (4) hours sick pay credit for each one hundred fifty (150) hours actually worked thereafter to a maximum of five (5) days sick credit per year. The sick leave credits are not carried over from year to year.

Article 22. NOTIFICATION OF ILLNESS

Section 22.01 Medical Certificate

The Employer may request proof of illness in the form of a medical certificate signed by a qualified medical practitioner from any employee where:

- (i) the employee has been absent due to personal illness for three (3) days or more; or

- (ii) the employee has been absent due to personal illness on more than three (3) separate occasions, regardless of the length of each illness, in the year; or
- (iii) the employee is absent due to personal illness on either his/her last scheduled shift immediately preceding a holiday or his/her first scheduled shift immediately following the holiday; or the employee reports ill for his/her scheduled shift on a holiday; or
- (iv) the Employer has reasonable grounds to question the bona fides of an illness.

Where the Employer requires the employee to produce a medical certificate and the medical practitioner charges the employee for the medical certificate, the Employer will reimburse the employee for the cost upon receipt of proof of charge and payment, to a maximum of \$40.00 per certificate, not to exceed \$200 annually.

Section 22.02 Notification of Illness

The employees understand that they must provide the most notice possible of absence due to personal illness and must notify the Employer prior to the commencement of their shift or work.

Article 23. UNIFORM ALLOWANCE

Section 23.01

Effective November 19, 2014, the Employer will pay to all employees who have completed the probationary period and who are required to wear a uniform, a uniform allowance in the amount of seven cents (\$0.07) for each hour worked by the employee.

The uniform allowance will be paid on a bi-weekly basis on the employees' pay cheque. It is understood, however, that uniform allowance does not form part of the employee's straight time hourly rate of pay and overtime and premium payments will not be paid on top of uniform allowance.

It is understood that Uniform policies, with current colours, will remain in place and Employees may, at their option, purchase uniforms from the Employer at the Employer's cost.

Article 24. WAGES

Section 24.01 Wage Schedule

The regular straight time hourly rates of pay in effect during the term of this agreement shall be those set forth in "Schedule A"

Section 24.02

The Employer agrees that wages will be paid bi-weekly on Friday through direct deposit.

Section 24.03 Full-Time to Part-Time Transfers and Vice-Versa

Employee's who change their status within the classification from full-time to part-time and vice-versa, will maintain their same level on the salary grid. In addition, an employee who is so transferred will receive full credit for service accumulated since date of last advancement.

Section 24.04 Wage Grid Progression

Employees will progress on the wage grid within their classification on the basis of hours worked within the classification.

Section 24.05 Wage Grid Placement Upon Promotion

If an employee is transferred or reclassified to a higher rated job group, he/she shall receive the rate immediately above the rate of his/her prior job in the salary range of the job to which he/she is transferred. The employee will then progress to the next increment level, if applicable, once he/she has worked the requisite increment hours within the classification.

Section 24.06 Temporary Assignment to Lower Paying Classification

Where the Employer requires an employee, and so assigns an employee, to temporarily perform the duties of a lower paying classification in the bargaining unit he/she shall continue to receive his/her higher rate of pay. It is understood that this provision is subject to Article 24.08 and does not apply in circumstances of Article 24.08.

It is further understood that this provision does not apply to employees who wish to be on the call-in list of a lower rated classification and who accept a call-in in such lower rated classification.

Section 24.07 Wage Grid Placement on Transfer to Lower Paying Classification

When an employee is transferred to a lower rated classification due to layoff, reduction in staff, job posting, inability to perform the work as requested, at the employee's request, or any other reason as determined by the Employer acting within the scope of its management rights, the employee will be placed on the same wage grid step of the lower classification as the step that the employee received on her former higher grid.

Section 24.08 Pay Cheque Errors

In the event of an error on an employee's pay where the employee has been underpaid by less than one (1) day's pay, the correction will be made in the regular pay period following the date on which the underpayment comes to the Employer's attention. If the error results in the employee being underpaid by one (1) day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date the Employer is notified or sooner if practicable.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day's pay, the Employer will be reimbursed by the employee based on a mutually satisfactory arrangement between the

employee and the Employer, or where mutual agreement is not achieved, the Employer will deduct the overpayment based on a reasonable schedule of repayment.

Section 24.09 New Classifications

When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change to the core functions of the classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 3 of the Grievance Procedure within seven (7) calendar days following any meeting.

If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the bargaining unit having regard to the duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

Article 25. TECHNOLOGICAL CHANGE

Section 25.01

The Employer will notify the Union as far in advance as possible of any technological or organizational changes which the Employer has decided to introduce which will significantly change the work or skill requirements of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological or organizational changes on the work or skill requirements of employees and to consider practical ways of minimizing the adverse effect, if any, upon employees concerned.

Article 26. BULLETIN BOARD

Section 26.01

The employer shall provide a bulletin board to be used by the employees and the union in the Nursing Home. Any notice must be approved by the Food Services Manager prior to the posting of such notice. Such approval shall not be unreasonably withheld.

Article 27. NOTICE OF ADDRESS CHANGE

Section 27.01

It is the sole responsibility of each employee to keep the Home fully advised of her current address and telephone number. If the employee fails to do so, the Home will not be responsible for failure to notify.

Article 28. CHANGES IN AGREEMENT

Section 28.01

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement in accordance with Section 58, Sub-Section 5 of The Labour Relations Act, as it may be amended from time to time, between the Company and the negotiating committee.

Article 29. PRINTING OF COLLECTIVE AGREEMENT

Section 29.01

A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement shall be equally shared between the Union and the Employer.

Article 30. RESIDENT ABUSE

Section 30.01

The parties agree that residents have a right to live in an environment that is free from abuse. The parties agree that the abuse of residents by employees will not be tolerated. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. The parties further agree to cooperate with the Employer to promote an abuse free environment for all residents.

Article 31. NOTICE OF RESIGNATION

Section 31.01

Out of respect for their co-workers, employees will endeavor to give a minimum of two (2) weeks' notice of termination of employment. Where two (2) weeks' notice is not provided, vacation pay owing will be paid based on the Employment Standards Act vacation entitlement.

Article 32. CRIMINAL REFERENCE CHECKS

Section 32.01

Criminal reference checks for employees that may be required by the Employer pursuant to policy or provincial legislation will be paid by the Employer. It is understood that this provision does not apply to pre- employment criminal reference checks, and that any employee subsequently hired would not be eligible for reimbursement for any related costs.

Article 33. DURATION

Section 33.01

This Agreement shall remain in effect until **November 18th, 2026**, and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement. Such notification will be made within ninety (90) days prior to the termination of this Agreement, or in any year thereafter.

SIGNED in Sudbury, ON , this 5th day of September, 2025

FOR THE EMPLOYER

FOR THE UNION

Schedule "A" – Wages – Monetary

Effective Date: November 19, 2024

Classification	Start Rate	After Probation	1800 Hours Worked
Red Seal Evening Cook 1.	\$ 22.66	\$ 23.17	\$ 23.62
Breakfast Cook	\$ 20.25	\$ 20.75	\$ 21.52
Dietary Aide - FT, PT and Students over 18	\$ 18.32	\$ 18.32	\$ 18.32
Dietary Aide - PT & Students under 18	\$ 17.28	\$ 17.28	\$ 17.28

Effective Date: November 19, 2025

Classification	Start Rate	After Probation	1800 Hours Worked
Red Seal Evening Cook 1.	\$ 23.45	\$ 23.98	\$ 24.45
Breakfast Cook	\$ 20.96	\$ 21.48	\$ 22.27
Dietary Aide - FT, PT and Students over 18	\$ 18.96	\$ 18.96	\$ 18.96
Dietary Aide - PT & Students under 18	\$ 17.89	\$ 17.89	\$ 17.89

Note: Where the above wage schedules shows a rate below the statutory minimum wage rate, the statutory minimum wage rate shall apply.

Retroactivity:

All wage increases are retroactive to the dates indicated below for both active employees and those employees who were employed after November 18, 2022, but have left the employ of the Employer prior to ratification.

The Employer will contact former employees who are eligible for retroactive wages within thirty days of ratification. Such contact will be by written letter to the former employees last known address. Such letter will inform those former employees that they are eligible for retro payments and that they have 30 days to respond. If the former employee does not respond within 30 days, then the employer shall be deemed to have met its obligation.

Pending the filling of the Red Seal Evening Cook position, employees who are temporarily assigned to work an Evening Cook shift and who do not possess their Red Seal designation will be paid an hourly rate of pay that is \$0.75 below the applicable Red seal Evening Cook rate.

Where a Dietary Aide is assigned as Breakfast Cook or Red Seal Evening Cook, or temporary Evening Cook without Red Seal qualifications, the Dietary Aide will be paid in accordance with the applicable cook rate.

Student Rate

A “student” for purposes of payment at the Student Rate level is defined as an employee who is under age 18 who is enrolled in a secondary or post-secondary education institution and who works during the school year and/or during the school vacation periods. A student is covered by the terms of this collective agreement applicable to part-time employees, except where expressly provided otherwise.

All general wage increases will be retroactive back to November 19, 2024.

The parties agree that Ms. Jessica Majerus, Ms. Emile Rancourt, and Ms, Deborah Davis, even though they are classified currently as Part-time employees shall advance and be paid the rates in accordance with the Dietary Aide F/T wage grid.

SIGNED in Sudbury, ON , this 5th day of September, 2025

FOR THE EMPLOYER

FOR THE UNION

LETTERS OF UNDERSTANDING

Between:

NUTRA SERVICES, A DIVISION OF BROWNS PLUS + INC.

(Operating at Elizabeth Centre Nursing Home) (hereinafter called the "Employer")

- and -

SUDBURY MINE, MILL & SMELTER WORKER'S UNION LOCAL 598/UNIFOR

(hereinafter called the "Union")

Call-Ins

The parties agree that the following letter sets out the Employer's current practices with respect to scheduling of part-time hours and offering call-ins.

It is agreed that the Employer may discontinue these practices during the term of this agreement only if the Employer provides the Union with forty-five (45) calendar days notice of intent to discontinue the practices and meets with the Union through the Labour Management Committee within the forty-five-day notice period to discuss the matter.

Accordingly, and subject to the above, the parties agree to the following:

It is understood that the Employer will endeavour to schedule part-time employees and to offer call-ins shifts to part-time employees on an as equitable basis as possible up to sixty (60) hours biweekly, as set out below.

(a) Accordingly, when offering call-in shifts to part-time employees, the Employer will first offer the shifts to those part-time employees within the classification who had the least number of scheduled hours of work on the posted work schedule in an endeavour to bring those part-time employees up through call-ins to the next least number of hours of work that were scheduled for part-time employees. The Employer will then offer call-in shifts to those part-time employees within the classification who had the next least number of scheduled hours in order to bring those part-time employees up to the number of hours of the next lowest level scheduled. The Employer will continue offering call-in shifts to part-time employees within the classification who have a lesser number of aggregate scheduled or previously accepted call-in hours until each part-time employee has been scheduled and/or offered a total of sixty (60) hours biweekly.

(b) Once each of the part-time employees have been scheduled and/or offered shifts of work up to a total of sixty (60) hours biweekly, the Employer will offer the call-in shifts to full-time employees within the classification up to eighty (80) hours biweekly on an as equitable basis as possible.

(c) It is understood that the Employer will not offer a shift to an employee and will bypass an employee where working the shift will result in overtime rates of pay.

(d) In the event that the Employer has not been able to fill a shift at regular rates of pay and the Employer determines to fill the shift as an overtime shift, the Employer will offer the overtime shifts to the full-time employees first in order of seniority and then to part-time employees secondly in order of seniority.

(e) It is understood that the Employer cannot assure an equal or equitable total number of scheduled and offered hours of work or shifts, given such factors as, but not limited to, the total number of shifts that are available to be scheduled or offered through call-ins, conflicts between the shifts available for call-in and an employee's scheduled shifts, the length of the shifts available, an employee's availability.

(f) It is further understood that an employee will only be scheduled or offered call-in shifts on an "equitable basis" if the employee is equally available as other part-time employees.

(g) It is further understood that a call-in shift that is refused or declined by an employee will count as a "shift worked or scheduled or offered" for the purposes of equitable distribution.

(h) The parties agree that this Letter of Understanding will be reviewed annually at the Labour Management Committee, subject to the provision at the outset respecting discontinuance.

SIGNED in Sudbury, ON , this 5th day of September, 2025

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

NUTRA SERVICES, A DIVISION OF BROWNS PLUS + INC.

(Operating at Elizabeth Centre Nursing Home) (hereinafter called the "Employer")

- and -

SUDBURY MINE, MILL & SMELTER WORKER'S UNION LOCAL 598/UNIFOR

(hereinafter called the "Union")

Discrimination / Harassment / Human Rights

The parties agree that abuse and/or threatening behaviour is not tolerated. Staff are to be given dignity and respect. There will be no retaliation for the lodging of a complaint or participation in an investigation made in good faith. Abuse or threatening behaviour shall include, but not limited to the following: physical abuse, psychological abuse, emotional abuse, verbal abuse or sexual abuse.

It is agreed that when the employee is faced with the above-mentioned abuse it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction and the employee will document the aggressive/abusive incident on the Employee Incident Report Form.

The parties further agree that the Long Term Care Environment contains residents who, through no fault of their own, exhibit behaviours and actions that are unwelcome to staff. The parties understand that the Employer and employees are required to make every effort, to provide appropriate care to residents who may display such responsive or threatening behaviours. The workplace is built around managing these behaviours to the benefit of both the residents and the staff and in ensuring that the Employer takes every precaution reasonable in these circumstances for the protection of a worker.

Aggressive or abusive conduct that is exceptional for the resident or which represents a change in the level of behaviour for the resident will be documented in the progress notes and point of care.

All reported incidents of aggressive/responsive behaviours by residents to staff will be documented on the resident care plan/chart and a clear course of action for staff to follow when providing care to the resident will also be developed/recorded.

Reasonable steps and interventions within the control of the Employer will follow to address the legitimate health and safety or human rights concerns of the employees which may, in the appropriate circumstances, include transfer of the staff member without penalty or loss of income to a different resident assignment or a different home area.

Abusive and aggressive resident behaviour will be reviewed at the multi- disciplinary care conference, which except in extenuating circumstances will include the primary RPN and/or HCA/PSW of the resident.

The parties further agree that suitable subjects for discussion with the Union/Company Committee will include aggressive and abusive residents.

SIGNED in Sudbury, ON , this 5th day of September, 2025

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

NUTRA SERVICES, A DIVISION OF BROWNS PLUS + INC.

(Operating at Elizabeth Centre Nursing Home) (hereinafter called the "Employer")

- and -

SUDBURY MINE, MILL & SMELTER WORKER'S UNION LOCAL 598/UNIFOR

(hereinafter called the "Union")

Violence Against Women

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measure.

SIGNED in Sudbury, ON , this 5th day of September, 2025

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

NUTRA SERVICES, A DIVISION OF BROWNS PLUS + INC.

(Operating at Elizabeth Centre Nursing Home) (hereinafter called the "Employer")

- and -

SUDBURY MINE, MILL & SMELTER WORKER'S UNION LOCAL 598/UNIFOR

(hereinafter called the "Union")

Harassment Policy In Respect Of Unifor Members

a) Policy:

Harassment is a form of discrimination that is prohibited by the Ontario Human Rights Code and is a contravention of the Code. Harassment, including sexual harassment, is offensive, degrading and threatening. The Employer and Unifor do not tolerate any form of harassment. This Joint Policy and Letter apply to circumstances in which one bargaining unit member alleges harassment, as defined by the Ontario Human Rights Code and this Policy, by another bargaining unit member.

Article 5.03, and not this Letter, applies to circumstances in which one bargaining unit members alleges harassment, as defined by the Ontario Human Rights Code, by a person other than another bargaining unit member.

b) What is Harassment?

For the purpose of this joint policy, harassment is restricted to any grounds prohibited by the Ontario Human Rights Code.

Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, handicap or sexual orientation.

c) Responsibilities

- In order to provide for and maintain an environment free of harassment, the Employer and Unifor, Local 598 will ensure that:
- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- The Employer and Unifor, Local 598 will jointly investigate all complaints.
- The Employer is available to discuss questions, concerns or complaints related to harassment with the complainant and Unifor, Local 598.
- All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a

result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- name calling
- racial slurs or jokes
- mimicking a person's accent or mannerisms
- offensive posters or pictures on paper
- repeated sexual remarks
- physical contact that could be perceived as degrading
- sexual flirtation, advances, propositions
- leering
- comments about a person's sex life
- innuendo, gestures or taunting about a person's body, disability, attire or gender

d) Procedure

The Employer and Unifor, Local 598 are responsible for:

- advising a complainant when this policy applies;
- providing education regarding harassment;
- clarifying options available;
- identifying and assisting complainants in obtaining counselling;
- facilitating in the resolution process and
- informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the criminal Code.

In addition, the Employer and Unifor, Local 598 will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. To the extent possible, all complaints will be held in confidence, except as such disclosure may be necessary in the joint investigation process or grievance/arbitration proceedings.

- i. All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are to be brought to the attention of the Employer and Unifor, Local 598. They may be either verbal or in written form.
- ii. The Employer and Unifor, Local 598 will document the complaint and the individual will be informed of his/her rights.
- iii. The Employer will bring the matter to the attention of the person responsible for the conduct of harassment and attempt to resolve the matter informally.

- iv. If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
- v. The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
- vi. An internal resolution will be attempted between the complainant and respondent by the Employer and Unifor, Local 598.
- vii. Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
- viii. The complainant will be informed of the outcome of the joint investigation undertaken by the Employer and Unifor, Local 598.
- ix. At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
- x. In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.
- xi. The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

SIGNED in Sudbury, ON , this 5th day of September, 2025

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

NUTRA SERVICES, A DIVISION OF BROWNS PLUS + INC.

(Operating at Elizabeth Centre Nursing Home) (hereinafter called the "Employer")

- and -

SUDBURY MINE, MILL & SMELTER WORKER'S UNION LOCAL 598/UNIFOR

(hereinafter called the "Union")

Workfare Programs

The parties agree that the Employer will not participate in Workfare Programs through the placement of individuals enrolled in Workfare Programs in the dietary services at the Elizabeth Centre Nursing Home.

SIGNED in Sudbury, ON , this 5th day of September, 2025

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

NUTRA SERVICES, A DIVISION OF BROWNS PLUS + INC.

(Operating at Elizabeth Centre Nursing Home) (hereinafter called the "Employer")

- and -

SUDBURY MINE, MILL & SMELTER WORKER'S UNION LOCAL 598/UNIFOR

(hereinafter called the "Union")

Paid Education Leave

Effective the first full pay period following November 18, 2008, the Employer agrees to pay into a special fund one cent (\$0.01) per hour per employee for all compensated hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, Unifor and sent by the company to the following address: Unifor Paid Education Leave Program, ~~205 Placer Court, Toronto, Ontario M2H 3H9.~~
115 Gordon Baker Road, Toronto ON M2H OA8.

SIGNED in Sudbury, ON , this 5th day of September, 2025

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

NUTRA SERVICES, A DIVISION OF BROWNS PLUS + INC.

(Operating at Elizabeth Centre Nursing Home) (hereinafter called the "Employer")

- and -

SUDBURY MINE, MILL & SMELTER WORKER'S UNION LOCAL 598/UNIFOR

(hereinafter called the "Union")

Awareness Of Women's Issues

The Employer recognizes and shares concern with the Union with respect to the unique challenges that women may face in their personal lives including situations of violence and abuse. The Employer will support awareness of issues of particular significance for women. The Employer will invite the Union to share information as to the services that the Union can provide in assisting women confronting these challenges.

SIGNED in Sudbury, ON , this 5th day of September, 2025

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between:

NUTRA SERVICES, A DIVISION OF BROWNS PLUS + INC.

(Operating at Elizabeth Centre Nursing Home) (hereinafter called the "Employer")

- and -

SUDBURY MINE, MILL & SMELTER WORKER'S UNION LOCAL 598/UNIFOR

(hereinafter called the "Union")

Flow Through of Additional Funding For Wages

The parties agree that in the event that the government provides extraordinary additional funding that the government stipulates may only be used for wage adjustments for specific classifications, the Employer may distribute these funds to the relevant employees in accordance with the government's funding terms and conditions. The Employer agrees to provide the union written notice prior to implementation.

SIGNED in Sudbury, ON , this 5th day of September, 2025

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Between:

**NUTRA SERVICES, A DIVISION OF BROWNS PLUS + INC.
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- and -

**SUDBURY MINE, MILL & SMELTER WORKER'S UNION LOCAL 598/UNIFOR
(hereinafter called the "Union")**

Food Service Worker Training

The Parties shall establish a joint committee comprised of 2 Union representatives, selected by the Union and 2 Employer representatives, selected by the Employer to jointly investigate and make application for funding to assist Food Service Workers with achieving certification under the Long Term Care Act. It is understood that this does not obligate the Employer to incur any costs associated with employees taking the Food Service Worker course to achieve certification under the Long Term Care Act.

SIGNED in Sudbury, ON , this 5th day of September, 2025

FOR THE EMPLOYER

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LETTER OF UNDERSTANDING

Between:

**NUTRA SERVICES, A DIVISION OF BROWNS PLUS + INC.
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Unfilled Shifts

The Parties agree to meet through the Labour Management Committee during the currency of this renewal collective agreement for the purpose of discussing the issue of unfilled shifts which result in employees working short. The purpose of these meetings will be to review and discuss reasons that may be contributing to unfilled shifts and to discuss constructive measures that may assist in alleviating the frequency of unfilled shifts and the workload impact on those employees working short.

To provide meaningful information to the committee, the Employer agrees to track the number of unfilled shifts over a six-month period commencing from the date of ratification. The Employer will share this data with the Labour Management Committee.

SIGNED in Sudbury, ON , this 5th day of September, 2025

FOR THE EMPLOYER

FOR THE UNION
