

COLLECTIVE AGREEMENT

~between~

Compass Group Canada (Beaver) Ltd
at Joseph Brant Hospital
(hereinafter referred to as the "Employer")



~and~

The Canadian Union of Public Employees
And its Local 1065
(hereinafter referred to as the "Union")

CUPE

Term: July 1, 2015 – June 30, 2023

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ARTICLE 1 – RECOGNITION & PURPOSE

- 1.01** Whereas the Union has been certified by the OLRB, the Company recognizes the Union as the sole and exclusive bargaining agent of the employees concerned.
- 1.02** The purpose of this agreement is to establish hours of work, working conditions and rates of pay, and to provide machinery for the equitable disposition of grievances with a view to the promotion of good Company employee relations.
- 1.03** With this intent, the parties hereto have agreed as follows:

ARTICLE 2 – INTERPRETATION

- 2.01** In this agreement:
- a) whenever the singular or feminine is used in this agreement it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require;
 - b) all reference to "spouse" in this collective agreement and any applicable benefits and pension plan, shall mean:
 - i) the person to whom an employee is lawfully married;
 - ii) on designation in writing to the Company, the person with whom an employee has been cohabitating in a spouse/spouse relationship for a period of at least one (1) year, including same sex partner.
- 2.02** "Basic rate" shall mean the rate of pay shown in Schedule "A" for the classification of the employee concerned.
- 2.03** "Working Day" relative to grievance only shall mean a day excluding Saturday, Sunday and statutory or proclaimed holidays.

ARTICLE 3 – SCOPE

- 3.01** All employees of Compass Group Canada employed in the food service department of Joseph Brant Hospital in the City of Burlington, Ontario, save and except supervisor and manager, persons above the rank of supervisor, graduate and student dietitian, chef and office staff.
- 3.02** The parties agree that should either or both of the Special Diet and/or Baker positions be

recreated, they shall continue to be covered by Article 3.01.

- 3.03** The Company agrees that supervisors shall not normally perform work assigned to employees in the bargaining unit except for the purpose of training, instructing, experimenting, safety, in emergencies, and in unexpected situations which result in a disruption in meal service. No employee shall be laid off as a result of a supervisor performing such work.
- 3.04** For the duration of the current collective agreement, the Company shall not use volunteers to perform bargaining unit work.
- 3.05** A full-time employee is an employee who is regularly employed to work 37.5 or more hours on a bi-weekly basis.
- 3.06** A part-time employee is an employee who is regularly employed to work less than 37.5 hours on a bi-weekly basis.

ARTICLE 4 – RESPONSIBILITIES

- 4.01** The Company agrees that there shall be no discrimination or restriction exercised or practiced with respect to any employee, nor interference by reason of his membership or lawful activity in the Union.
- 4.02** The Union agrees that it will not discriminate nor coerce any employee because of his membership or non-membership, his activity or lack of activity to the Union.
- 4.03** The Union and employees will not engage in any Union activities during working hours nor hold meetings at any time on the premises of the Hospital, except as authorized under this agreement.
- 4.04** The parties agree that in accordance with the provisions of the *Ontario Human Rights Code*, there shall be no discrimination against any employee by the Union or by the Company by reason of race, colour, creed, age, sex, marital status, nationality, ancestry, place of origin or disability.
- 4.05** a) Union Management Meetings

It is agreed that Union Management Meetings may be held upon the request of either party, with fourteen (14) days notice, at which time the party requesting the meeting shall supply an agenda of the items to be discussed. It is understood that such meetings shall not be held more frequently than once a month unless otherwise mutually agreed between the parties.

b) Responsibilities of the Parties

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

- c) It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour Management Committee.
- d) workload complaints shall be a standing agenda item at labour management meetings.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the exclusive right of the Company to:

- a) maintain order, discipline and efficiency;
- b) hire, discharge, direct, transfer, classify, promote, layoff, demote or discipline employees subject to the terms of the Agreement, these rights shall be applied in a just manner and a claim by an employee who has completed his probationary period that they have not been supplied may be subject of a grievance and dealt with as hereinafter provided; a claim by an employee who has not completed his probationary period that he has been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) administer and manage all the affairs of the Company.

5.02 The Company agrees to advise the Union of any changes in rules, regulations, policies and practices to be observed by the employees.

ARTICLE 6 – UNION SECURITY AND GENERAL RELATIONSHIPS

6.01 All present employees who are members of the Union shall, as a condition of continuing employment, remain members in good standing of the Union for the term of this agreement.

6.02 Present employees who are not members of the Union shall not be required to become members, but dues deductions shall be made by the Company in respect of such employees.

6.03 Employees who become members of the staff of the Company after the effective date of this agreement shall as a condition of continuing employment, be required to join the Union after the probationary period described in Article 16.01 and remain members in

good standing of the Union for the term of this agreement.

6.04 A check-off of monthly union dues and initiation fees will apply to an employee commencing with the first check-off following his date of hire. The amount to be deducted shall be in accordance with the union by-laws and/or the Constitution of the Canadian Union of Public Employees.

6.05 All deductions made under the provisions of Article 6.04 will be remitted monthly to the proper authorized officials of the Union, together with a list in duplicate of employee's names eligible for such deductions.

At the time that income tax T-4 slips are made available the Company agrees to type on the amount of union dues paid by each employee in the bargaining unit during the previous year.

6.06 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Company for a period of up to 15 minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

6.07 The Company will supply the Union a copy of any postings within the bargaining unit and the results of these postings.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

7.01 During the term of the agreement the Union agrees that it shall not cause or sanction any strikes, work slow down or work stoppage. The Company agrees that during the term of this agreement It shall not cause or sanction a lockout of its employees.

ARTICLE 8 – CORRESPONDENCE

8.01 All correspondence between the parties hereto, arising out of this agreement or incidental thereto, shall pass to and from authorized representatives of the Company and the Union.

8.02 The Company shall provide in July of each year, a mailing listing including current addresses and phone numbers for all members of the local union of the Canadian Union of Public Employees, Union members who do not want the Union to have this information shall notify the Company of such in writing.

ARTICLE 9 – UNION REPRESENTATION

- 9.01** The Company agrees to recognize the following representatives of the Union:
- a) three (3) Stewards, where one (1) should be selected from the part-time population;
 - b) a negotiating or grievance committee of three (3) employees with at least one (1) representative from the part-time population;
 - c) a grievance committee of two (2) employees taken from the steward population.
- 9.02** The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Company in accordance with the provisions of the Collective Agreement.
- 9.03** Within the requirements of efficient operation of the department, the Union president will be assigned to shifts that permit his attendance at the Union's regular monthly meetings.
- 9.04** The Company agrees to pay employee committee members at their straight-time hourly rate for time spent in negotiations during their regularly scheduled hours, up to conciliation.

ARTICLE 10 – RECOGNIZED REPRESENTATIVES

- 10.01** Recognized representatives shall be allowed a reasonable length of time to investigate any grievance or dispute arising under Article 12. It is understood that recognized representatives must receive permission before leaving their place of work; such permission will not be unreasonably withheld. Provided that the above conditions are met; recognized representatives will be paid at the applicable rates for time lost from duty in meetings with management.

ARTICLE 11 – DISCIPLINE

- 11.01** Wherever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

Discipline shall be given to an employee within one (1) week of the Employer being made aware of the incident or a longer period if circumstances dictate; in which case the Union will be notified within said one (1) week period.

- 11.02** Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free for one (1) year.

ARTICLE 12 – GRIEVANCE AND ARBITRATION PROCEDURE

- 12.01** 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 has first given his immediate supervisor the opportunity of adjusting his complaint.

A grievance means a difference between the parties to this agreement concerning the interpretation, application, administration or alleged violation of this agreement including any question as to whether a matter is **arbitral**.

The Company acknowledges the right of the Union Steward to represent an employee during the grievance procedure.

12.02 Step 1

Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days after the circumstances giving rise to it have occurred or ought to reasonably have come to the attention of the employee and failing settlement within seven (7) calendar days, it shall then be taken up as a grievance, within seven (7) calendar days from the Supervisor's verbal response.

Step 2

Within seven (7) calendar days following the Supervisor's response, the employee may submit the written grievance to the Food Services Director, who will deliver his decision in writing within seven (7) calendar days from the date on which the written grievance was presented to him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, the grievance shall proceed to Step 3.

Step 3

Within seven (7) calendar days following the decision in Step 2, the grievance may be submitted in writing to the District Manager or his designate, A meeting will then be held between the District Manager or his designate and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the District Manager or his designate may have such counsel and assistance as he may desire at such meeting. The decision of the Employer shall be delivered in writing within seven (7) calendar days following the date of such meeting.

The Company will provide the union with the contact information for the areas of coverage for the Company officials referred to above.

12.03 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the agreement shall be originated at Step 2 within ten (10) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

12.04 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 Director or his designate within ten (10) 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 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

12.05 Suspension and Discharge

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step 1 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration procedure by:

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

- 12.06** a) Failing settlement under the foregoing procedure of any grievance between the parties, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within ten (10) calendar days after the

decision after Step 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within eight (8) calendar days after the decision under Step 2, it will be deemed to have been received within the time limits.

- b) The parties agree that it is their intention to resolve grievances without recourse to arbitration, whenever possible. Therefore, notwithstanding a) above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

ARTICLE 13 – ARBITRATION

- 13.01** All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.
- 13.02** When either party requests that a matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to affect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chairperson of the Arbitration Board, if they are unable to agree upon such a chairperson within a period of ten (10) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.
- 13.03** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 13.04** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 13.05** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify, add to or amend any part of this agreement.
- 13.06** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chairperson will be final and binding upon the parties hereto and the employee or employees concerned.

- 13.07** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.
- 13.08** The time limits set out in the Grievance and Arbitration Procedure herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned Subject only to the provisions of Section 48 (16) of the *Labour Relations Act*.
- 13.09** Wherever Arbitration Board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.01** An employee may make a written request for leave of absence without pay, stating good and sufficient reasons, to his Unit Manager. The Unit Manager will reply in writing.
- 14.02** An employee on leave of absence without pay will not be paid for a recognized holiday or holidays which occur during his leave.
- 14.03** Vacation credits will not accrue during leave of absence without pay, except for leave of absence on union business of 30 consecutive days or less.
- 14.04** Period of leave of absence in excess of one (1) month without pay will defer, by the length of such leave; the next anniversary increase.
- 14.05** The employee who does not return to work on the first working day after his leave expires, will be considered to have quit unless an acceptable reason is submitted to the Company.
- 14.06** Any employee who notifies the Company as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, parent, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law, or grandparent of spouse. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of his or her aunt, uncle, niece or nephew. The Company, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Company may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

14.07 a) Jury & Witness Duty

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

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

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

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

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

b) Jury & Witness Duty

(This clause is applicable to part-time employees only)

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

- a) notifies the Company immediately on the employee's notification that he will be required to attend at court;

- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Company the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where a part-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Company on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b) and (c) above.

14.08 Leave of Absence

- a) Employees nominated by the Union to attend to Union business not connected with the agreement shall be granted time off provided that the number of such requests at one time does not exceed three (3) and that the total man days in any one calendar year does not exceed fifty (50);
- b) During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his/her normal regular hours of work would have been, provided that the Union reimburses the Company in the amount of such salary and applicable benefits within thirty (30) calendar days of billing.

14.09 An employee who is on leave of absence without pay for a period in excess of twenty (20) working days in any month shall be responsible for maintaining the full amount of the premium for Group Health Benefits and Life Insurance, for that month.

14.10 a) An employee who is elected or selected for a full-time position with the union may, upon written application delivered to the Employer at least two (2) calendar weeks prior to the intended commencement of the leave, be granted leave of absence without pay by the Employer for a period up to one (1) year. Any such leave shall be limited to only one (1) employee in any calendar year.

Seniority shall accumulate for employees during such leave on the basis of what his normal regular hours of work would have been. Service shall accumulate for employees during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits which the employee is participating during such leave of absence.

The employee shall notify the Company of his intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former duties on the same shift at the appropriate rate of pay, subject to any changes which would have occurred had the employee not been on leave. The Employer will fill the vacancy resulting from such leave on a temporary basis.

- b) two (2) Union representatives shall be allowed to have time off without pay, for the purpose of attending an employee's funeral.

14.11 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- c) The employee shall give written notification at least four (4) weeks prior to commencement of the leave, together with her expected date of return. At such time, she shall furnish the Company with her Doctor's certificate as to pregnancy and expected date of delivery.
- d) Effective on confirmation by the Employment Insurance Commission to the appropriateness of the Employer's Supplementary Employment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's Employment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

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

In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

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

- e) The employee shall reconfirm her intention to return to work on the date originally provided to the Employer by written notification received by the Employer at least four (4) weeks in advance thereof.
- f) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- g) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- h) Subject to any change to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift at the same rate of pay.

14.12 Parental Leave

- a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be 13 weeks continuous service.
- b) For the purpose of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his/her own.
- c) An employee who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least four (4) weeks in advance of the date of the commencement of such leave and the expected date of return.
- d) An employee who is an adoptive parent shall advise the Company as far in advance as possible of having qualified to adopt a child and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption the employee finds it impossible to request the leave of absence in writing, the request maybe made verbally and subsequently verified in writing.
- e) The employee shall reconfirm his or her intention to return to work on the date

originally approved in subsection (c) above by written notification received by the Company at least four (4) weeks in advance thereof.

- f) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Company's Supplemental Unemployment Benefit (SUB) Plan an employee who is on parental leave as provided under this agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 18 of the *Employment Insurance Act* shall be paid a supplemental employment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three (93%) percent of the employee's normal weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings.

Receipt by the Company of the employee's Employment Insurance cheque stub will serve as proof that the employee is in receipt of Employment parental benefits.

- g) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.

The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.

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

The employee shall confirm her intention to return to work on the date originally provided to the Company by written notification to be received by the Company at least two (2) weeks in advance thereof.

- 14.13** a) Education Leave - If required by the employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- b) Where employees are required by the Company to take courses to upgrade or acquire new employment qualifications, the Company shall pay the full costs of the courses.

- c) Scheduling for Courses/Seminars - Subject to operational requirements the Company will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable his/her attendance at a recognized upgrading course or seminar related to employment with the Company.
- d) It is understood that employer provided training such as but not limited to food handling, WHMIS, fire safety and CPR will be considered mandatory and may require ongoing participation and retraining as required by the Employer. When such training is necessary, employees will be paid for time spent in training as per the current practice.

14.14 Medical Care and Emergency Leave

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

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

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

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

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

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

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

Nothing in this Article is intended to provide for a greater right than what is established in the Ontario Employment Standards Act, 2000.

14.15 Family Medical Leave

- a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the *Employment Standards Act, 2000*. *The family medical leave must be taken in periods of entire weeks.*
- b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- c) Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.
- d) The employee and the company will continue to pay their respective shares of the benefits and pension premiums.
- e) Nothing in this Article is intended to provide for a greater right than what is established in *the Ontario Employment Standards Act, 2000*.

ARTICLE 15 – SENIORITY

15.01 Newly hired employees shall be considered on a probationary basis for a period of forty-five (45) days worked from the date of hiring. During the probationary period employees shall be entitled to all rights and privileges of this agreement, except with respect to seniority as set out in this article. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure unless the probationary employee is released for reasons which are arbitrary, or discriminatory, or for exercising their rights under this collective agreement.

15.02 If the employee or employee's supervisor is absent from work during the probationary period, the probationary period may be extended for an additional thirty (30) calendar days with Union consent.

- 15.03**
- a) Full time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire.
 - b) Part-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from the last date of hire
 - c) seniority shall operate on a bargaining unit wide basis;
 - d) in matters of promotions and staff transfers, appointment shall be made of the senior applicant able to meet the normal requirements of the job;
 - e) seniority shall be used as a factor in case of demotions, layoffs and recalls, subject to the provisions of this agreement.
- 15.04** Seniority shall be bargaining unit wide. In the event of a layoff, the affected employee(s) will be given an opportunity of performing work of less senior employees, provided that they are able to perform that work with a minimum amount of training. No persons shall be laid off for the obvious reasons or purpose of preventing him from becoming a member of the Union.
- 15.05** The Company shall maintain a full-time and part-time seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards every three (3) months.
- 15.06** An employee's seniority rating shall be broken for the reason of:
- a) discharged and not reinstated;
 - b) voluntary resignation;
 - c) after layoff he fails to advise the Company of his intention to return to work within two (2) calendar days of receipt of a recall notice and/or fails to return to work within fourteen (14) days following such notification;
 - d) he is absent from work in excess of three (3) working days without notifying the Company unless such notice was not reasonably possible; it is recognized that it is the responsibility of each employee to advise the Company of impending absence as soon as practicable in order that staff changes may be made;
 - e) he is laid off in excess of twenty-four (24) months;
 - f) he is absent from work due to illness or disability for a period in excess of thirty (30)

months from the time the illness or disability commenced;

g) he is retired.

15.07 Notice of Layoff

In the event of the loss of the Compass Group contract with the Hospital, the Company and the Union agree to meet and exchange all relevant information and discuss all alternatives immediately.

Discussions will be held with a committee comprised of equal number of representatives of the Company and the Union.

- a) in the event of loss of the Compass contract with the hospital, employees will be given at least three (3) months' notice.
- b) For other permanent layoffs, one week notice per year of service will be given up to a maximum of three (3) months.
- c) Employees who are to be laid off temporarily shall be given, where possible, one (1) week's notice or longer before such a lay-off.
- d) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties assigned to one or more part time employees.

15.08 Early Retirement Allowance

Prior to issuing notice of layoff in any classification, the Company will offer early retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP for hourly employees within the classification in order of seniority, to the extent that the maximum number of employees within a classification who elect early retirement is equivalent to the number of employees within the classification who would otherwise receive notice of layoff.

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of 26 weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each less than age 65 to a maximum of \$5,000 upon retirement.

15.09 Layoff and Recall

An employee in receipt of notice of layoff pursuant to 15.07 a) may:

- a) accept the layoff; or
- b) opt to receive severance pay equal to two (2) weeks salary for each year of service; or
- c) opt to retire, if eligible under the terms of pension plan; or
- d) displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off.

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

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

- e) The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work.
- f) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- g) An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- h) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- i) The Employer shall notify the employee of recall opportunity by registered mail,

addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer

15.10 Seniority while an WSIB - Seniority shall accrue for a period of twenty-four (24) months for an employee absent on WSIB.

15.11 **Transfer and Seniority outside of the Bargaining Unit:**

- a) it is understood that an employee shall not be transferred by the Employer to a position outside of the bargaining unit without his consent.
- b) in the event an employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.

15.12 **Technological Change**

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

ARTICLE 16 – PROMOTIONS AND REDUCTION OF STAFF

16.01 Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted within thirty (30) days for a period of seven (7) consecutive calendar days. Applications for such vacancy shall be made in writing within seven (7) days of the date of posting.

16.02 In matters of promotion and staff transfers, appointment shall be made of the senior applicant able to meet the normal requirements of the job.

16.03 The name of the successful applicant will be posted on the bulletin board for a period of seven (7) consecutive calendar days. The Union shall be provided a copy of the successful applicant within the seven (7) days.

- 16.04** In the event that there are no suitable applicants for a posted job vacancy, the Company shall fill the vacancy in the most suitable manner.
- 16.05 Trial Period**
- Employees promoted or awarded new positions shall be given a trial period of one (1) month in which to qualify and if they fail to do so, shall be returned to their former positions without loss of seniority in such former positions. This trial period may be extended for an additional period of one (1) month by mutual agreement between the Company and the Union. If the Employee wishes to return to their former position, they may do so within the specified trial period upon written notice to the Employer.
- 16.06** A list of vacancies filed in the preceding month under this Article and the names of the successful applicants will be posted, with a copy provided to the Union.
- 16.07** The Union will be notified in writing of hiring, lay-offs, rehiring, written reprimands, suspensions, and terminations of employment.
- 16.08** If an employee substitutes on any job during the absence of another employee, or performs duties of a higher classification, he shall receive the rate for the job or his regular rate whichever is the greater.
- 16.09** Management will supply the Union with reasonably complete job descriptions for each job classification during the life of this agreement. It is understood that these descriptions represent only the major duties within the general work content and will be deemed to include any other duties that may be assigned for a limited time. Any changes will be brought to the attention of the Union.
- 16.10** The Employer shall not be required to post vacancies whose expected duration is less than one (1) month. The parties agree that in order for the employer to anticipate a duration of more than one (1) month, the Employer must be advised in writing of the expected duration of the vacancy.

ARTICLE 17 – VACATIONS

- 17.01** For the purpose of computing vacation entitlement and vacation pay, the vacation year shall be deemed to commence on September 1 of each year and to end August 31 of the following year. Vacations earned during any single vacation year must be taken during the immediately subsequent vacation year.
- 17.02** For the purpose of this agreement, the expression "continuous service" shall mean the period during which the employee has been continuously in the employ of the Employer

since his last date of hiring except that time lost as the result of unpaid illness or leave of absence for a continuous period in excess of thirty (30) days shall be deducted in computing an employee's continuous service.

- 17.03**
- a) An employee who has completed one (1) year but less than two (2) years of continuous service as of June 30 of any year shall be entitled to two (2) weeks annual vacation, with pay.
 - b) An employee who has completed two (2) years but less than five (5) years of continuous service as of June 30 of any year shall be entitled to three (3) weeks annual vacation, with pay.
 - c) An employee who has completed five (5) years but less than thirteen (13) years of continuous service as of June 30 of any year shall be entitled to four (4) weeks annual vacation, with pay.
 - d) An employee who has completed thirteen (13) years but less than twenty (20) years of continuous service as of June 30 of any year shall be entitled to five (5) weeks annual vacation, with pay.
 - e) An employee who has completed twenty (20) years but less than twenty-eight (28) years of continuous service as of June 30 of any year shall be entitled to six (6) weeks annual vacation, with pay.
 - f) An employee who has completed twenty-eight (28) years or more of continuous service as of June 30 of any year shall be entitled to seven (7) weeks annual vacation, with pay.
- 17.04** Vacation pay shall be calculated at the employee's basic straight time rate in effect as of the date on which his vacation commences.
- 17.05** An employee will be given the opportunity to request from choice of vacation dates by May 1st of the vacation year. Wherever possible the Company shall attempt to grant the employee the requested time off. Where this is not possible the decision of the department head will prevail.
- 17.06** Final Vacation Schedules will be posted by June 1st.
- 17.07** Employees wishing to exchange vacation periods after they have been posted shall give such request in writing to the Unit Manager. The Unit Manager will assist the employee in attempting to exchange vacation with other employees when requested.
- 17.08** Upon termination of employment an employee shall be paid vacation pay according to his

vacation credit earned to the date of separation.

- 17.09** Should an employee die while in the service of the Company, the unused portion of his vacation credits shall be turned over to his personal representatives.
- 17.10** Should an employee, who has commenced his scheduled vacation, agree upon the request of the Company, to return to perform work during the vacation period, the employee shall be paid at the rate of one and one half (1 ½) times his basic straight time rate for all hours worked. To replace the originally scheduled days on which such work was performed the employees will receive one vacation lieu day off for which he had so worked.
- 17.11** Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 14.06.

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

- 17.12** Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall not be counted against the employee's vacation credits if he/she qualifies for short-term disability payments.

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

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

ARTICLE 18 – RECOGNIZED HOLIDAYS

- 18.01** The following days are recognized as Holidays:

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

One "floating" holiday to be taken by the employee at mutually agreed time

- 18.02** Pay for recognized holidays will be at the basic rate to each employee, or, he may elect to

receive a lieu day off with pay after the holiday to be taken by mutual consent.

- 18.03** An employee who is required to work on a designated holiday shall receive in addition to the pay for the holiday, if he is qualified for this pay, one and one half (1 ½) times his regular basic rate of pay for the first seven and one half (7 ½) hours of such work and two (2) times his basic rate for all time worked in excess of seven and one half (7 ½) hours and the right to elect an additional day off without pay to be taken by mutual consent, within thirty (30) days after the recognized holiday.
- 18.04** An employee required to work on any recognized holiday will be guaranteed a minimum of four (4) hours at time and one half.
- 18.05** When a recognized holiday falls on an employee's scheduled day off he shall be entitled to elect:
- a day's pay at the basic rate in lieu of the holiday, or
 - an additional day off with pay in lieu of the holiday to be granted after the recognized holiday and taken by mutual consent within thirty (30) days of the recognized holiday date unless the schedule does not allow for accommodation in which case the Employer will endeavour to accommodate as soon as possible.
- 18.06** An employee shall not be paid for any recognized holiday:
- a) If he does not work on such holiday when he has been scheduled to do so unless a reason satisfactory to the Company is provided.
 - b) If, he is absent without reasonable cause on the scheduled working day immediately preceding or succeeding such recognized holiday.
 - c) If, he is absent through certified illnesses and has not worked for at least one (1) day within a week of the recognized holiday.
- 18.07** The Holiday schedule shall provide, where possible, that every employee shall have at least Christmas Day or New Year's Day off on an annual alternating basis.
- 18.08** The Company will endeavour to allot recognized holidays on an equitable basis.

ARTICLE 19 – BENEFITS

- 19.01** All employees covered by this agreement:
- a) must join the insurance plans in effect;

- b) are entitled to not less than the benefits of sick leave, and group insurance plans which were in effect on the date of signing this agreement.
- c) It is understood that the Company may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Company shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Company shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

19.02 Benefit Summary

STD added to plan May 8, 2012 (back dated to original set-up date)

Division: Division 718 - Joseph Brant Hospital
For STD purposes, we had to create different div/sub see below.

Unit number: 25709

Benefit Group: JOSBR

Eligibility:

Hours: 20 hours per week

Months of Service: 1st of the month following 6 months

Exception: Refer to letter of understanding # 3 below

Drug Cards: Yes

Travel Cards: No

Cost Share: Health & Dental - cost share (75%ER/25% EE) Life insurance, AD&D 100% Company Paid

STD: 100% Company Paid

1. BASIC LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT

- Benefit Formula • \$25,000
- Termination • Age 65 or earlier retirement

2. SHORT TERM DISABILITY – HOODIP

3. EXTENDED HEALTH BENEFIT

1. DRUG BENEFIT

****Drug Card****

| | | |
|----|--|--|
| a) | Plan Type | Prescription Drugs |
| b) | Co-Payment | 100% reimbursement for each prescription |
| c) | Deductible | Dispensing Fee less \$10.00 |
| d) | Per Individual Maximum | \$2,500 per calendar year |
| e) | Benefit Maximum Age | 99 |
| f) | Dependent Age | 21 |
| g) | Student Age | 26 |
| h) | includes: Diaphragms, I.U.D.'s; \$500/individual per lifetime for prescription anti smoking agents; \$2,400 individual per lifetime for fertility; lancets | Covered |

2. MAJOR MEDICAL BENEFIT

| | | |
|----|---|--|
| a) | Annual Deductible Applicable | N/A |
| b) | Co-payment | 90% |
| c) | Schedule of Benefits **Requires Physician Referral | |
| | **Psychologist | \$1,000 per calendar year |
| | Chiropractor | \$200 per calendar year |
| | | Effective July 1, 2020 - \$375 per calendar year |
| | **Naturopath | \$200 per calendar year |
| | **Podiatrist or Chiropodist | \$200 per calendar year |
| | **Nutritionist/Dietician | \$400 per calendar year |
| | **Speech Therapist | \$200 per calendar year |
| | **Physiotherapy | \$200 per calendar year |
| | | Effective July 1, 2020 - \$375 per calendar year |
| | **Osteopaths | \$200 per calendar year |
| | **Massage Therapy | \$200 per calendar year |
| | **Private Duty Nursing | \$10,000 per calendar year |
| | Medical Equipment | \$5,000 lifetime |
| | Medical Prosthesis | covered |
| | Medical Supplies | covered |
| | Ambulance Services | covered |
| | Hearing Aids | \$500 every 3 years |

| | | |
|----|---|--|
| | **Orthotics | \$300 per year |
| | Orthopedic shoes | Combined with Custom made Orthotics maximum |
| | Orthopedic Modifications | Combined with Orthotics maximum |
| | Eye Exams | \$35 in provinces where eye exams are not covered Effective July 1, 2020 - \$90 every two (2) years |
| d) | Survivor Benefit | 2 years |
| e) | Benefit Maximum Age (Termination) | 99 |
| f) | Dependent Age | 21 |
| g) | Student Age | 26 |
| h) | Overall Lifetime Health Maximum (includes Drugs, Hospital and Vision) | \$100,000 |

3. VISION BENEFIT

| | | |
|----|-------------------------|---|
| a) | Glasses Maximum | \$250/every 24 months Effective July 1, 2020 - \$300/every 24 months |
| b) | Contact Lenses Coverage | Included |
| c) | Laser Surgery Benefit | Included |
| d) | Vision co-insurance | 100% |
| e) | Benefit Maximum Age | 99 |
| f) | Dependent Age | 21 |
| g) | Student Age | 26 |

4. HOSPITALIZATION BENEFIT

| | | |
|----|-----------------------------|-----------------------|
| a) | Semi-Private Accommodation | Covered |
| b) | Hospitalization Coinsurance | 100% |
| c) | Convalescent Hospital | Semi-Private Coverage |
| d) | Benefit Maximum Age | 99 |
| e) | Dependent Age | 21 |
| f) | Student Age | 26 |

5. DENTAL BENEFIT

| | | |
|----|---|-----------|
| a) | Annual Dental Single Deductible | N/A |
| b) | Annual Dental Family Deductible | N/A |
| c) | Recall Frequency: 6 months | Yes |
| d) | Fee Guide Year | Current |
| e) | Fee Guide Based on province of employee residence | Yes |
| f) | Level 1: Basic Restorative; Coinsurance percentage | 90% |
| g) | Level 2: Periodontics & Endodontics; Coinsurance percentage | 90% |
| h) | Annual Maximum; Level 1 & 2 Combined | unlimited |
| i) | Survivor Benefit | 2 years |
| j) | Benefit Maximum Age | 99 |
| k) | Dependent Age | 21 |
| l) | Student Age | 26 |
| m) | TMJ Lifetime Maximum | \$1,000 |

19.03 All employees shall, as a condition of employment, enroll in the Hospitals of Ontario Pension Plan (HOOPP) when eligible in accordance with its terms and conditions.

The normal retirement date of any employee shall be the normal retirement date as defined in HOOPP.

19.05 The Company shall cease all premium payments for Company paid or partially paid benefits the first day of the month following the date an employee was first absent from work due to illness, accident, death, lay-off, or leave of absence unless otherwise specifically provided for herein.

19.06 Premium Reduction

In the event that any fully paid Company premiums for benefits covered under this Collective Agreement are subsequently reduced and/or eliminated for any reasons, such premium reduction and/or elimination shall be the sole property of the Company. The premium reduction and/or elimination shall not be the result of a decrease in the level of benefit coverage.

19.07 No Pyramiding

The provisions of this agreement shall not be interpreted in such a manner as to allow any duplication or pyramiding of premiums or benefits provided for under this agreement.

19.08 Benefit Continuation

The Company shall continue to pay its share of the premium payments towards Company paid or partially paid benefits for a period of eighteen (18) months for eligible employees absent from work due to disability which results in benefits.

19.09 Benefits for Part-Time Employees

Effective July 1, 2020

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Company, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay, and maternity supplemental unemployment benefits) an amount equal to 7% of his/her regular straight time hourly rate for all straight time hours paid.

Effective July 1, 2021

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

ARTICLE 20 – SICK LEAVE PLAN

20.01 HOODIP

- a) The Company will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August, 1992 booklet (Part A) Hospitals of Ontario Disability Income Plan Brochure.
- b) The Company will pay 75% of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August, 1992 booklet (Part B)), the employee paying the balance of the billed premium through payroll deduction. For the purpose of transfer to the short and long-term portion of the disability program, employees will be credited with their service as of the effective date of the transfer.
- c) Effective the first of the month following the transfer all existing sick leave plans in the affected Hospitals shall be terminated and any provisions relating to such plans

shall be null and void.

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

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

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

20.02 The Sick Day bank will be frozen. Those remaining days in the bank will be used to top up the Weekly Indemnity Benefits that are less than 100% of earnings or to top up Workplace Safety insurance Benefits.

20.03 An employee shall also be allowed to use their remaining accumulated sick leave credits for the purpose of attending a physician or a dentist. The employee will give the Company at least two (2) days notice of a routine appointment except in the case of emergency. These days shall be deducted from the Sick Day Bank.

20.04 Employees shall have vesting rights in their Sick Leave Credits in accordance with the following schedule:

After five (5) years continuous service, 50% of the remaining Sick Leave Bank will be paid at the employee's current hourly rate, upon termination for any reason.

- 20.05** The Company reserves the rights in specific instances to require proof of illness or accident. Employees so required will be given notice to furnish proof.
- 20.06** The Union will co-operate with the management to ensure there is no abuse of the Sick Leave Plan by the employees.
- 20.07** During March in each year, the Company will post a notice which will show the number of unused sick days remaining in the Bank, referred to in 21.03, to each employee's credit. In addition, the Company will make this information available upon request.
- 20.08** Terms and conditions of all benefit plans are subject to the terms and conditions of the contract with the insurance carrier.
- 20.09** If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

ARTICLE 21 – STANDARD HOURS OF WORK

- 21.01** Effective July 1, 2019, the standard hours of work shall be seven and one half (7 ½) hours in a day or seventy-five (75) hours in a bi-weekly pay period with a maximum of six (6) consecutive days of work scheduled.
- 21.02** The hours of work are stated solely for the purpose of crediting overtime and shall not be construed as the guarantee of any minimum or as a restriction of any maximum number of hours to be worked,
- 21.03 Scheduling**
- Schedules of working hours will be posted at least fourteen (14) calendar days in advance of the week in which they apply. Shift scheduling shall be on a fair and equitable basis.
- 21.04** The shift schedule once posted, shall not be changed without the consent of the employee.
- 21.05** Days off shall be planned in such a way as to equally distribute free weekends. In no instance will an employee be scheduled to work more than six (6) consecutive days without receiving his days off, except in cases of emergency.
- 21.06 Time Off Between Shifts**
- A minimum of twelve (12) consecutive hours off shall be scheduled between shifts. If, however, an employee is required to report to a second shift, less than twelve hours after

finishing the first shift, the employee shall be paid time and one half (1 ½) his basic hourly rate for the period worked before the twelve (12) hours allowed for the shift change. In the event an employee is short shifted and is required to report on a paid holiday as defined in Section 18.01, he shall be paid double time and one half (2 ½) for the period worked before the twelve (12) hours allowed for the shift change.

21.07 A request by an employee for a change of scheduled working hours must be submitted in writing and co-signed by the employee willing to make the exchange. Such exchange is subject to the approval of the Company and shall not in any event result in additional cost to the Company.

ARTICLE 22 – OVERTIME

22.01 Overtime means authorized hours worked:

- a) on his regularly scheduled day off, or
- b) at hours other than he has been scheduled to work as detailed in Article 21.01.
- c) in excess of the scheduled hours of work appropriate to his job classification as outlined in Article 21.01 per day, or over the maximum hours of work stated in Article 21.01.

22.02 No employee will be laid off during his regular schedule of working hours for the obvious purpose of preventing him earning overtime pay.

22.03 An employee will be paid overtime at one and one half (1 ½) times his basic rate for all hours worked as defined in Article 22.01

22.04 Credited overtime will be paid concurrent with the regular work performed during the pay period.

22.05 Overtime work shall be equally distributed as far as reasonably possible among available employees who are qualified and able to perform the work.

22.06 Time off in Lieu of Overtime

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

Time off in Lieu may be taken on a mutually agreed upon basis between the employee and the Company, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Employer shall revert to payment of premium rate if

time off is not taken within sixty (60) calendar days.

- 22.07** Should an employee be called back to duty or called in from standby, he shall be provided with transportation by taxi from and to his home at the Company's expense. In lieu of payment for a taxi, the Company will pay car mileage at the rate established for employees of the Company to a maximum mileage of thirty-two (32) kilometers.

ARTICLE 23 – CALL BACK

- 23.01** Employees called back to work during their normal non-scheduled hours will be paid a guaranteed minimum of four (4) hours at time and one half (1 ½) during such call-back or shall be paid at the rate time and one half (1 ½) for all hours worked, whichever is the greater.

ARTICLE 24 – SALARY PLAN

- 24.01** Pay and hours of work are shown in Schedule "A" and Article 21.02.
- 24.02** Progressive annual increases as shown in Schedule "A" will become effective on the first day of the work week, in the first pay period following nearest to his anniversary date.
- 24.03** When an employee is promoted, he shall receive an increase in salary the equivalent of at least one step in the salary range of the previous classification provided that it does not exceed the salary range of the classification to which he has been promoted.
- 24.04**
- a) rates of pay for new classifications or classifications where there has been a substantial change in the content thereof which may be established during the term of this Agreement shall be subject to discussion between the Union and representatives of Management within fifteen (15) calendar days of the position being posted, filled or Union being advised;
 - b) any change mutually agreed to resulting from such a meeting shall be retroactive to the date that notice of the new rate was given by the Company;
 - c) if the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications; the parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Company;

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

24.05 Wages are to be paid bi-weekly, as per the Company payroll schedule, except when interfered with by the occurrence of a recognized holiday. Employees will be paid during working hours.

24.06 All deductions from an employee's pay shall be clearly defined as to the amount and the purpose therefore on the employee's pay stub.

ARTICLE 25 – MEAL REST PERIODS

25.01 Employees shall be entitled to a rest period of fifteen (15) minutes in each half of the full standard daily hours of work. Employees working less than the full standard daily hours of work shall be entitled to one (1) rest period of fifteen (15) minutes.

25.02 It is agreed that the present practice with respect to the afternoon rest period for the early shift employees shall continue.

25.03 Meal Periods

The Employer shall give an employee an unpaid eating period of at least thirty (30) minutes at intervals that will result in the employee working no more than five (5) consecutive hours without an eating period.

The lunch period shall be uninterrupted except for emergency situations including CODE or FIRE DRILL.

ARTICLE 26 – PREMIUMS

26.01 Employees shall be entitled to a shift premium of \$1.20 per hour for all hours worked where the majority of hours scheduled fall between 1500 hours and 0700 hours.

26.02 Weekend Premium

The same \$1.20 per hour will be paid as weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday.

ARTICLE 27 – TERMINATION OF EMPLOYMENT

- 27.01** Two (2) weeks written notice of intention to terminate employment must be given by the initiating party, provided that the Company may, in lieu of notice, pay to the employee all outstanding wages and an amount equivalent to the salary which would accrue during the period of notice, subject to the requirements of the *Employment Standards Act*. This provision applies only to employees who have successfully completed their probationary period.

ARTICLE 28 – COPIES OF COLLECTIVE AGREEMENT

- 28.01** The Company agrees to supply each employee with a copy of this collective agreement.
- 28.02** The Company shall provide the Union with an electronic disc and signed copy of the collective agreement, formatted as agreed within ninety (90) days of ratification.
- 28.03** The Union will print the collective agreement and the parties will share the cost of printing on a 50/50 basis.

ARTICLE 29 – GENERAL

29.01 Protective Footwear

Effective 2008, the Company will provide eighty dollars (\$80.00) per calendar year toward the purchase of Company approved footwear to each employee who is required to regularly work in the storeroom.

Effective the first full pay period after July 1, 2019, and annually thereafter, the Company shall provide all employees with a payment of forty dollars (\$40.00) per calendar year for the sole purpose of purchasing Company approved non-slip footwear. Employees are required to wear serviceable non-slip shoes during all working hours.

- 28.02** Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Food Services Director or designate. An employee has the right to request copies of all evaluations and disciplinary notations in his file. Any documentation given to the employee must be copied to the Union.
- 29.04** The Company shall provide each employee with two (2) uniforms by June 30 of every year.
- Effective July 1, 2020, increase to three (3) uniforms for both full-time and part-time employees.

29.05 The Company shall provide, in July of each year, a mailing listing including current addresses and phone numbers for all members of the local union of the Canadian Union of Public Employees, Union members who do not want the Union to have this Information shall notify the Company of such in writing.

29.06 Influenza Vaccination

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

- a) Hospitals recognize that employees have the right to refuse any recommended or required vaccination.
- b) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- c) If an employee refuses to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Hospital will not oppose the claim.
- e) If the full cost of such medication is not covered by some other source, the Hospital will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- f) This article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 30 – HEALTH AND SAFETY

30.01 Health and Safety

a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The parties further agree that when faced with occupational health and safety decisions, the Employer will not await full scientific certainty or absolute certainty before taking reasonable action(s) that reduces risk and protects employees. The Employer will fulfill any training obligation required by the *Occupational Health and Safety Act* and employees shall attend required health and safety training.

b) Joint Health and Safety Committee

Recognizing its responsibilities under the applicable legislation, the Company agrees to accept as a member of its Joint Health and Safety Committee, at least one (1) representative selected or appointed by the Union from amongst bargaining unit employees. The parties fully endorse the responsibilities of employer and employees under the *Occupational Health and Safety Act*. Accordingly, the provisions of the *Occupational Health and Safety Act* are incorporated into and form part of this collective agreement and the rights and responsibilities set out therein will not be diminished.

c) An employee who is required by the Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

d) The Employer accepts that at least one CUPE member on the Joint Occupational Health and Safety Committee will be trained and will act as a certified worker under the *Occupational Health and Safety Act*. Any costs associated with the training of a certified worker will be paid by the Company.

e) the Employer agrees that inspections shall be conducted by the certified Health and Safety Representatives only;

f) the Employer shall provide the Workplace Safety and Insurance Board Representative of the Union with copies of all Forms 7 forwarded to the Board.

g) It is understood that Employer provided training, such as but not limited to, Food

Handling, WHIMIS, Fire Safety and CPR will be considered mandatory and may require ongoing participation and retraining as required by the Employer. When such training is necessary employees will be paid for time spent in training as per the current practice.

ARTICLE 31 – BULLETIN BOARDS

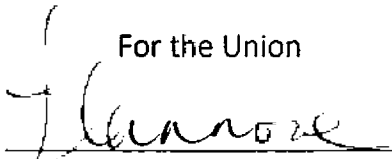
- 31.01 The Company will provide bulletin boards for the Union in agreed upon locations.
- 31.02 No notices may be posted upon Company notice boards or property either by the Union or by the employees in the bargaining unit without the prior approval of the Company. The Company will not unjustly deny official Union notices being posted on said bulletin boards.

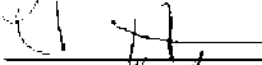
ARTICLE 32 – DURATION OF AGREEMENT

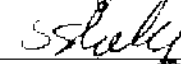
- 32.01 This agreement shall remain in force and in effect inclusive from July 1, 2015 until June 30, 2023, and from year to year thereafter unless either party notifies the other in writing within three (3) months next preceding the expiry date of the agreement of its desire to bargain with a view to the renewal, with or without modifications, of this agreement for the making of a new agreement.


Duly executed by the parties hereto at Burlington, ON this 16 day of January, 2020

For the Union

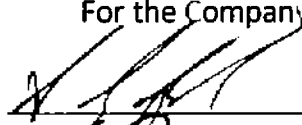









For the Company





SCHEDULE "A"

Effective July 1, 2015 (0.7% wage increase, plus 0.7% lump sum)

| Classification | 1 st year | 2 nd year | 3 rd year |
|-------------------------------|----------------------|----------------------|----------------------|
| Dietary Aide | \$20.04 | \$20.28 | \$20.50 |
| Cook's Assistant | \$20.68 | \$20.94 | \$21.20 |
| Cook 1 | \$21.50 | \$21.71 | \$21.99 |
| Inventory Control/Storekeeper | \$21.72 | \$21.95 | \$22.25 |

Effective July 1, 2016 (0.7% wage increase, plus 0.7% lump sum)

| Classification | 1 st year | 2 nd year | 3 rd year |
|-------------------------------|----------------------|----------------------|----------------------|
| Dietary Aide | \$20.18 | \$20.42 | \$20.64 |
| Cook's Assistant | \$20.82 | \$21.09 | \$21.35 |
| Cook 1 | \$21.65 | \$21.86 | \$22.14 |
| Inventory Control/Storekeeper | \$21.87 | \$22.10 | \$22.41 |

Effective July 1, 2017 (1.4% wage increase)

| Classification | 1 st year | 2 nd year | 3 rd year |
|-------------------------------|----------------------|----------------------|----------------------|
| Dietary Aide | \$20.46 | \$20.71 | \$20.93 |
| Cook's Assistant | \$21.11 | \$21.39 | \$21.65 |
| Cook 1 | \$21.95 | \$22.17 | \$22.45 |
| Inventory Control/Storekeeper | \$22.18 | \$22.41 | \$22.72 |

Effective July 1, 2018 (1.4% wage increase)

| Classification | 1 st year | 2 nd year | 3 rd year |
|-------------------------------|----------------------|----------------------|----------------------|
| Dietary Aide | \$20.75 | \$21.00 | \$21.22 |
| Cook's Assistant | \$21.41 | \$21.69 | \$21.95 |
| Cook 1 | \$22.26 | \$22.48 | \$22.76 |
| Inventory Control/Storekeeper | \$22.49 | \$22.72 | \$23.04 |

Effective July 1, 2019 (1.6% wage increase)

| Classification | 1 st year | 2 nd year | 3 rd year |
|-------------------------------|----------------------|----------------------|----------------------|
| Dietary Aide | \$21.08 | \$21.34 | \$21.56 |
| Cook's Assistant | \$21.75 | \$22.04 | \$22.30 |
| Cook 1 | \$22.62 | \$22.84 | \$23.12 |
| Inventory Control/Storekeeper | \$22.85 | \$23.08 | \$23.41 |

Effective July 1, 2020 (1.65% wage increase)

| Classification | 1st year | 2nd year | 3rd year |
|-------------------------------|----------------------------|----------------------------|----------------------------|
| Dietary Aide | \$21.43 | \$21.69 | \$21.92 |
| Cook's Assistant | \$22.11 | \$22.40 | \$22.67 |
| Cook 1 | \$22.99 | \$23.22 | \$23.50 |
| Inventory Control/Storekeeper | \$23.23 | \$23.46 | \$23.80 |

Effective July 1, 2020 (Special Adjustment)

| Classification | 1st year | 2nd year | 3rd year |
|-------------------------------|----------------------------|----------------------------|----------------------------|
| Dietary Aide | \$21.93 | \$22.19 | \$22.42 |
| Cook's Assistant | \$22.61 | \$22.90 | \$23.17 |
| Cook 1 | \$23.59 | \$23.82 | \$24.10 |
| Inventory Control/Storekeeper | \$23.53 | \$23.76 | \$24.10 |

Effective July 1, 2021 – Agree to follow the settlement/award on percentage wage increases of the Participating Hospitals (CUPE).

Effective July 1, 2022– Agree to follow the settlement/award on percentage wage increases of the Participating Hospitals (CUPE).

Special Adjustment:

Effective July 1, 2021, agree to provide the following special adjustments after the application of the general wage increase agreed to/awarded by the Participating Hospitals and CUPE.

- Dietary Aide - \$0.50 per hour
- Cooks Assistant - \$0.50 per hour
- Inventory Control/Storekeeper - \$0.30 per hour
- Cook 1 - \$0.60 per hour

Retroactivity

Wage increases are to be applied for all job classifications in the bargaining unit at all wage steps effective and retroactive to the dates stated above for all hours paid by the Employer, including shift premiums, to all past and present employees. Retroactive payments shall be paid within sixty (60) days of the date of this award.

LETTER OF UNDERSTANDING #1

Between:

Compass Group Canada Ltd (Food Management Services)
at Joseph Brant Hospital
(hereinafter referred to as "The Company")

and

The Canadian Union of Public Employees, Local 1065,
(hereinafter referred to as "the Union")

For the duration of the current collective agreement the Company will continue its current practice concerning the scheduling of weekend work which is as follows:

The Employer shall, wherever possible at the discretion of the Employer, schedule shifts and shall give every full-time employee a minimum of one (1) weekend off in three (3).

A weekend consists of the period following completion of the Friday day or evening shift until the commencement of the Monday day shift.

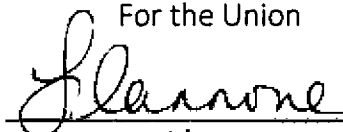
Should a fulltime employee be required or requested to work a third consecutive weekend or a weekend in which he/she is not scheduled to work, he/she shall be paid at the overtime rate as outlined in Article 22 for the regular hours worked on Saturday and/or Sunday.

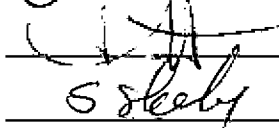
This overtime payment shall apply for every third and subsequent weekend worked until a weekend off is scheduled, except where:


- i) Such employee requests weekend work;
- ii) Such Weekend is worked as a result of an exchange of hours with another employee;
- iii) Such weekend has been worked by the employee to satisfy days off requested by such employee.

Duly executed by the parties hereto at Burlington, ON this 16 day of January 2020

For the Union







For the Company





LETTER OF UNDERSTANDING #2

Between:

Compass Group Canada Ltd. (Food Management Services)
at Joseph Brant Hospital
(hereinafter referred to as "The Company")

and

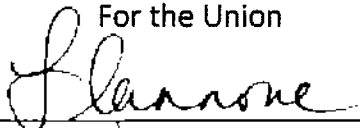
The Canadian Union of Public Employees, Local 1065,
(hereinafter referred to as "the Union")

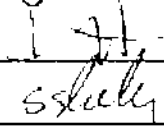
The parties agree to the following with respect to the four (4) positions which are transferred into the bargaining unit in 1998:

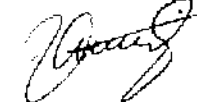
- 1) the four (4) positions shall remain in place for the duration of this Collective Agreement; subject to the availability of work;
- 2) the four (4) positions shall be paid at wage rates equivalent to the assigned position as provided in Schedule of the Collective Agreement;
- 3) the parties agree that there will be no regular schedule or guarantee of hours for any of these four (4) bargaining unit positions;
- 4) the parties agree that these four (4) positions shall be used for vacation relief, sick relief, catering, approved Leaves of Absence, in the event of an emergency;
- 5) the four (4) positions shall fall within the parameters of and shall be entitled to all the benefits and privileges of the Collective Agreement, on a pro rata basis.

Duly executed by the parties hereto at Burlington, ON this 16 day of January 2020

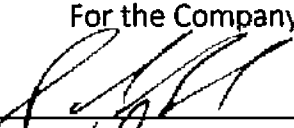
For the Union









For the Company







LETTER OF UNDERSTANDING #3

Between:

Compass Group Canada Ltd. (Food Management Services)
at Joseph Brant Hospital
(hereinafter referred to as "The Company")

and

The Canadian Union of Public Employees, Local 1065,
(hereinafter referred to as "the Union")

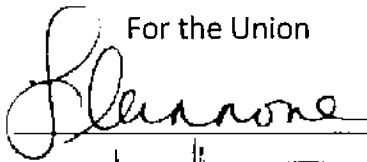
Re: **Scheduling**

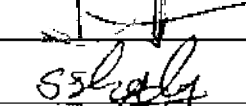
As a result of the merging of an existing collective agreement with existing non-represented employees as well as to provide the Union with a mechanism to bring forward their feedback around scheduling, the parties have agreed to this one-time only process:


The parties agree to meet within 90 days of ratification to review the current scheduling practices. This shall include a review of the hours worked in the previous year (2018-2019) as well as any changes in the business operating model that have been implemented. Such review will consider whether current scheduling practices can be improved upon to maximize the number of hours each employee in each classification works and whether such is both operationally feasible and cost effective for the Employer. This includes reviewing where lines can be combined to increase the number of full-time positions, combining lines to maximize the number of hours worked in each full-time position, combining part-time lines to increase the number of full-time positions, combining part-time lines to maximize the number of hours in each part-time positions as well as the elimination of part-time lines that may help realize efficiencies in the operating model and to ensure that the newly represented employees are scheduled in accordance with their seniority rights in accordance with the newly merged collective agreement. Any agreements reached during this review shall not alter or waive the employer rights under article 5 of this collective agreement.

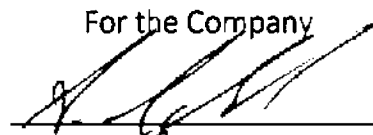
Should the parties agree to any new scheduling language, it is understood that any agreement shall be ratified by majority vote of the members prior to coming into effect. Any changes made under said agreement shall be effective until expiration of the current collective agreement. The creation or change of current shifts/positions shall be subject to the job posting provisions of the collective agreement.


Duly executed by the parties hereto at Burlington, ON this 16 day of January 2020

For the Union






For the Company




LETTER OF UNDERSTANDING #4

Between:

Compass Group Canada Ltd. (Food Management Services)
at Joseph Brant Hospital
(hereinafter referred to as "The Company")

and

The Canadian Union of Public Employees, Local 1065,
(hereinafter referred to as "the Union")

Re: **Application of Seniority**

The Employer shall review and amend all employees', both part-time and full-time, seniority dates to reflect their continuous service with the employer as defined under article 17.02.

The employer shall amend all employee's seniority dates to reflect their continuous service date as being the same date of their original hire date whether in the bargaining unit or not.

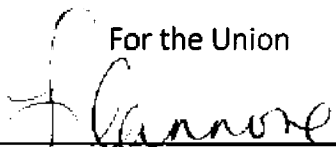
The parties agree that such change will not have any impact to an employee's progression on the wage scale as currently practiced.

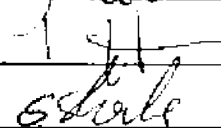
Any non-union employee's entering the bargaining unit (part-time) shall enter at the first step of the wage progression scale.


The Employer has created the following seniority list to illustrate the above (see Appendix "A").

Duly executed by the parties hereto at Burlington, ON this 16 day of January, 2020

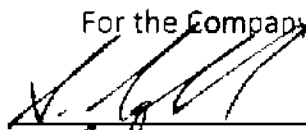
For the Union








For the Company





LETTER OF UNDERSTANDING #5

Between:

Compass Group Canada Ltd. (Food Management Services)
at Joseph Brant Hospital
(hereinafter referred to as "The Company")

and

The Canadian Union of Public Employees, Local 1065,
(hereinafter referred to as "the Union")

Re: 2021 and 2022 Round of Central Negotiations

During the 2019 round of negotiations, the parties agreed that as part of the rationale for seeking a longer-term collective agreement, they would follow the Participating Hospitals (CUPE) wage increases as reached through a voluntary settlement or awarded through the interest arbitration for the years 2021 and 2022.

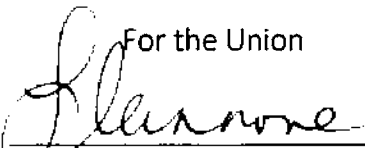
As part of this "me too" agreement, the parties agree that if any of the following Articles noted below are amended through a voluntary agreement or interest arbitration during the next round of central negotiations (Participating Hospitals and CUPE) for the central collective agreement expiring on September 28, 2021, those amendments would be implemented into this collective agreement. For clarity, these amendments only apply to the monetary aspect of the articles listed below where superior provisions do not already exist.


1. Article 17.03 – Vacations
2. Article 26.01 – Shift Premiums
3. Article 15.08 (2nd paragraph only) – Retirement Allowance

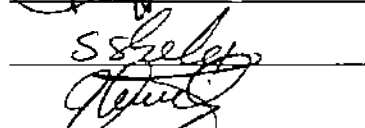
With respect to the implementation of the above amendments into the Joseph Brant Collective Agreement, the parties agree that following the release of a voluntary settlement or an interest arbitration award, the Union would be responsible for providing such documented amendments to the Employer and the Employer shall implement those amendments, except for any vacation amendments, within 90 calendar days thereafter and that such implementation would occur during a full pay period. Any vacation amendments shall be implemented at the start of the next vacation year.

Duly executed by the parties hereto at Burlington, ON this 16 day of January, 2020

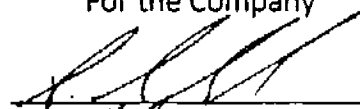
For the Union








For the Company





LETTER OF UNDERSTANDING #6

Between:

Compass Group Canada Ltd. (Food Management Services)
at Joseph Brant Hospital
(hereinafter referred to as "The Company")

and

The Canadian Union of Public Employees, Local 1065,
(hereinafter referred to as "the Union")

Re: Mandatory Postscripts

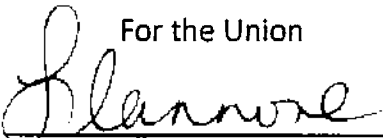
For the duration of the current Collective Agreement, the Company will continue its current practice concerning the Postscript program through Medi-Trust, also known as Rexall Direct.

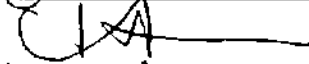
For clarity, the employees shall continue to obtain all maintenance medications through Medi-Trust. Maintenance medications are defined as those drugs that a doctor has prescribed for regular (i.e. daily) use, and for which the patient (i.e. employee) has been stabilized for a period of 4 months. This may include but are not limited to, drugs for diabetes, cholesterol, asthma, high blood pressure, and birth control. Drugs needed for an emergency, such as an antibiotic or a painkiller, are commonly referred to as acute medications. For all acute care medication, the employee shall have the option of going to their preferred retail pharmacy.

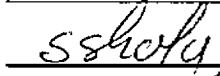
Employees can visit the following <https://www.rexalldirect.ca> to obtain more information around the postscript program.


Duly executed by the parties hereto at Burlington, ON this 16 day of January, 2020

For the Union









For the Company

