

# **COLLECTIVE AGREEMENT**

between

**NUTRA SERVICES INC.**

(hereinafter called the Employer)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**and its LOCAL 4890-01**

(hereinafter called the Union)

**Term: July 1, 2021 – June 30, 2024**

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## **ARTICLE 1 – PREAMBLE**

- 1.01 It is the purpose of both parties to this Agreement:
- (a) To maintain and improve mutually satisfactory labour relations between the Employer, the Union and the employees involved and provide settled and just conditions of employment;
  - (b) To recognize the mutual value of joint discussions in the workplace;
  - (c) To provide mechanisms for the prompt and equitable disposition of grievances;
  - (d) To encourage efficiency in operations; and
  - (e) To promote the morale, well-being and security of all employees in the bargaining unit.
- 1.02 Use of the male pronoun in this agreement shall be read to include the female.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer to:
- (a) determine and establish standards, reasonable policies and procedures;
  - (b) to maintain order, discipline, efficiency;
  - (c) to hire, transfer, lay-off, promote, demote, classify, schedule and assign duties;
  - (d) to discharge, suspend, or otherwise discipline Employees for just cause;
  - (e) to plan, direct and control the work of the Employees and the operations of the Employer; and
  - (f) generally manage and operate the activities of the Employer.
- 2.02 The Employer shall exercise its rights in good faith and a fair and reasonable manner. These rights will not be used in a manner inconsistent with the collective agreement nor will these rights be used to deprive any employee of his/her employment except through just cause.

## **ARTICLE 3 – RECOGNITION AND COVERAGE**

- 3.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Nutra Services Inc. at Sts. Peter and Paul Employer in the City of Toronto save and except supervisors and persons above the rank of supervisor.
- 3.02 During the term of this Collective Agreement there shall not be any contracting out of any work currently being performed by members of the bargaining unit, if as a result of such contracting out a layoff of any employee(s) results from such contracting out.
- 3.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this collective agreement without the Union's written consent.

## **ARTICLE 4 – UNION SECURITY**

- 4.01 As a condition of employment, the Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues designated by the Union.

The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.

- 4.02 Except in the case of probationary employees, the Employer agrees to deduct once a month from the first pay of each employee covered by this Agreement, an amount equal to their regular union dues.

Probationary employees shall pay union dues after thirty (30) days of employment and shall be entitled to all rights in the Agreement except to grieve on discharge and except as expressly set out in this Agreement.

- 4.03 Deductions shall be forwarded to the National Secretary-Treasurer of the Union not later than the tenth (10) day of the following month for which dues were levied. This shall be accompanied by a list of the names of the employees from whom dues were deducted, the number of hours for which they received pay and the amount of dues deducted. In addition, a copy of the aforementioned list will be forwarded to the Local Union Treasurer within a reasonable period of time.
- 4.04 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and further the Employer will allow the steward to introduce himself and provide a copy of the collective agreement to the new employee.
- 4.05 At the same time that Income Tax (T-4) information slips are made available the Employer shall show, on such slips, the amount of union dues paid by each employee in the previous year.

- 4.06 The Union and its member shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- 4.07 All employees will provide the Employer with their current address, email address and telephone number and will notify the Employer immediately of any change(s) made to this information. The Employer will provide this information to the Union. The Employer is entitled to rely upon the address and telephone number on file for the purposes of this Agreement.

## **ARTICLE 5 – NO DISCRIMINATION OR INTIMIDATION**

- 5.01 The Union and the Employer agree to abide by the *Human Rights Code*.
- 5.02 Neither the Employer nor the Union, nor any representative of either party shall discriminate against, interfere with, restrict or coerce any employee because of any participation or lack of participation in any Union activity.
- 5.03 The Union further agrees that there will be no solicitation for membership, collection of dues or other Union activity on the premises of the Employer during working hours, except as specifically by this Agreement and/or with the permission of the Employer.

### **5.04 Personal Harassment**

Personal harassment shall be defined as: any behaviour which denies and or undermines individuals their health, dignity, and respect, and that is offensive, embarrassing and humiliating to said individual, therefore, personal harassment of another employee in carrying out the duties or in the provision of his/her services in any form and at any level, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor, constitutes a disciplinary infraction. Personal harassment shall include within its meaning sexual harassment.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

## **ARTICLE 6 – STRIKE AND LOCKOUTS**

- 6.01 The parties to this Agreement agree that there will be no lockouts or strikes during the term of this agreement.
- 6.02 Definition of the term "strike and lockout" as used in 6.01 above shall be in accordance with the Ontario Labour Relations Act and amendments thereto.

## **ARTICLE 7 – LABOUR MANAGEMENT RELATIONS**

### **7.01 Representation**

The Employer recognizes the right of the Union to appoint or otherwise select from among employees who have completed their probationary period and who are covered by this Agreement, three (3) union representatives whose responsibility it shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure.

7.02 The Union undertakes to notify the Employer of the names of the stewards and Union Officers immediately when such an appointment or any replacement is made.

7.03 The Union understands and agrees that each steward is employed to perform work for the Employer and that he shall not leave his work during working hours except to perform his duties under this Agreement. Therefore, no steward shall leave his work without obtaining the permission of his supervisor. The Employer shall compensate said employees at the rate of pay they would have received in the normal course of their duties.

7.04 The Union shall have the right at any time to have the assistance of a designated representative of the Canadian Union of Public Employees. Such representative shall have reasonable access to the Employer's premises during business hours upon written request for the purpose of resolving grievances or otherwise meeting with the Employer provided it does not interfere with the efficient operation of the Employer.

### **7.05 Labour Management Committee**

The parties agree to establish a Joint Labour Management Committee ("LMC") of two (2) employees appointed by the Union and two (2) members appointed by the Employer who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties, it being understood that the LMC shall have no right to usurp the power of the negotiation committee. Further, matters which are properly the subject of grievances shall not be discussed by the LMC. The LMC shall meet quarterly or from time to time as agreed between the parties and all matters for discussion shall be submitted to the Chef Manager and Regional Manager prior to each meeting to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the LMC may be increased.

### **7.06 Negotiating Committee**

The Union negotiating committee will consist of three (3) members of the bargaining unit, whom shall be paid.

The members of the Union negotiating committee shall be paid and benefits for all time spent in negotiations of this Agreement or its successor, up to and including conciliation.

- 7.07 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chef Manager and Regional Manager or his or her designate and the Secretary of the Local with a copy sent to the National Representative of the Union.

## **ARTICLE 8 – HEALTH AND SAFETY**

- 8.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Employer in order to prevent injury and illness and therefore agree to recognize and co-operate in the implementation of the requirements of the Occupational Health and Safety Act, as amended from time to time.
- 8.02 A Joint Health and Safety Committee shall be established which is composed of two (2) representatives of the Union and the Employer respectively. The Committee shall meet at least once a quarter or as otherwise agreed to by the Committee members. Time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.
- 8.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the work place and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.
- 8.04 The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety and Insurance Board (WSIB) relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose.
- 8.05 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

### **9.01 Definition of a Grievance**

A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee(s) of the bargaining unit, or the Union relative to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

9.02 The grievance shall say the type of grievance and what the grievance is about. It will also say what the article(s) of the Collective Agreement are that have been violated and how to resolve the grievance.

9.03 Settling of a Grievance

The parties want to resolve all complaints as quickly as possible and no grievance shall arise until an employee has discussed the complaint with his immediate supervisor. The grievor may have the assistance of a Union Steward if he so desires.

The complaint shall be discussed with his immediate supervisor within three (3) days of when the problem happens or when the employee, acting reasonably, becomes aware of the problem.

If the complaint is not resolved in three (3) days after being brought to the immediate supervisor, it will go to Step #1 below.

9.04 Step #1

The Union or employee shall give the written and signed grievance to the Chef Manager or his designate. The Chef Manager will give a written decision within five (5) days of receiving the grievance.

9.05 Step #2

Failing settlement above, the grievance will be sent to the Chef Manager and Regional Manager or designate within five (5) days. The Chef Manager and Regional Manager or designate shall reply within fifteen (15) days after receipt of the written grievance.

9.06 Step #3

Failing settlement above, the grievance will be sent to the President of the Board or designate within five (5) days. The President or designate shall reply within fifteen (15) days after receipt of the written grievance.

9.07 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union shall be originated at Step 2 within ten (10) days following the circumstances giving rise to the grievance.

Where the grievance is an Employer grievance it shall be filed with the Chief Steward or designate.

9.08 Group Grievance

Where a number of employees have identical grievances, and each one would be entitled to grieve separately, they may present a group grievance, in writing identifying each employee who is grieving to the Chef Manager and Regional Manager of the Board or designate, within ten (10) days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated as being initiated at Step 2 and shall follow the procedure as any other grievance.

- 9.09 All agreements reached under the grievance procedure between the representatives of the Employer and representatives of the Union will be final and binding upon the Employer, the Union and the employee(s).
- 9.10 Failing settlement of the grievance under the above procedure, either the Union or the Employer may, on giving ten (10) days notice in writing to the other party of its intention, refer the dispute to arbitration as outlined in Article 10.
- 9.11 In this Article, “days” shall not include, Saturdays, Sundays or paid holidays recognized under this Agreement.
- 9.12 The parties agree that the time limits and requirements of this Article are mandatory and must be complied with unless the parties agree in writing otherwise.

## **ARTICLE 10 – ARBITRATION**

- 10.01 When either party requests that a grievance that has been properly processed through the grievance procedure in Article 9, it shall notify the other party in writing of its desire to submit the grievance to arbitration and inform the other party in writing of three (3) proposed Arbitrators. This notice shall contain a copy of the original grievance. The recipient of such notice shall respond within ten (10) days of the receipt of the letter of their acceptance or rejection of the proposed Arbitrators, along with its list of proposed Arbitrators, until an Arbitrator can be mutually agreed upon. Either party may at any time request the Minister of Labour to appoint an arbitrator.
- 10.02 As an alternative to the appointment of a single arbitrator as per Article 10.01, the parties may agree to the appointment of a three (3) person board in the following manner. Each party will advise the other in writing of its nominee to the Arbitration Board within five (5) days of the date of the referral to arbitration. The two nominees shall then select an impartial chairperson. If they are unable to agree to a Chair within five (5) days, the appointment shall be made by the Minister of Labour.
- 10.03 The decision of the arbitrator or majority of the Arbitration Board, as the case may be, shall be final and binding and enforceable on all parties, but in no event shall the arbitrator or Arbitration Board have the power to change the Agreement, or to alter, modify or amend any of its provisions. However, the arbitration or Arbitration Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable unless otherwise addressed in this Agreement.
- 10.04 Each party shall pay:
- (a) the fees and expenses of its own representatives at arbitration, including their own nominee;
  - (b) one-half of the fees and disbursements of the arbitrator or chairperson.

- 10.05 The time limits in both the grievance and arbitration procedure may be extended by mutual consent of the parties to this Agreement.
- 10.06 No person shall act as an arbitrator or sit on an Arbitration Board who has been involved in attempts to settle any grievance except by mutual agreement of the parties.
- 10.07 In this Article, “days” shall not include Saturdays, Sundays or paid holidays recognized under this Agreement.

## **ARTICLE 11 – DISCHARGE, DISCIPLINE AND SUSPENSION**

- 11.01 Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee of the specific purpose of the interview in order that the employee may contact his/her steward to be present at the interview.
- 11.02 If an employee who has completed his probationary period, claims that he has been unjustly discharged, such claim must be submitted by the Union at Step 2 of the grievance procedure within ten (10) days following the date the discharged is effective.
- 11.03 An employee shall be notified in writing of an expression of dissatisfaction concerning his work within thirty (30) days of the event of this complaint. This notice shall include particulars of the work performance that led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of his record for use against him at any time.
- 11.04 An employee shall have the right, upon reasonable notice, to have access to and review his personnel record. An employee shall have the right to make copies of any material contained in his personnel record, half of the reasonable cost of which shall be borne by the employee.
- 11.05 Clearing the File  
The record of an employee shall not be used against him/her at any time after fifteen (15) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

## **ARTICLE 12 – SENIORITY**

- 12.01 (a) Seniority shall be used in determining preference or priority for lay-offs and recalls, provided that in the judgment of the Employer, the employee has the skills, ability, training and physical qualifications to do the work required. Seniority shall operate on a bargaining-unit-wide basis. This will not be exercised in an unreasonable manner by the Employer.

- (b) A newly hired employee shall be considered a probationary employee until he has completed sixty (60) shifts. The employee will acquire seniority after completing the probationary period, at which time the employee's seniority will date back to the day on which his last employment within the bargaining unit with the Employer commenced.
- (c) Full-time employees shall accumulate seniority and service on the basis of their most recent date of hire.
- (d) Part-time employees hired after date of ratification will accumulate seniority on the basis that one (1) full-time year of seniority and service is equal to nineteen hundred and fifty (1950) paid hours.

Seniority is defined as the length of service with the Employer in the bargaining union since the last date of hire. Notwithstanding the above, a part-time employee cannot accrue more than one (1) year's seniority in a twelve (12) month period.

12.02 The dismissal of a probationary employee will be at the sole discretion of the Employer, provided that the Employer did not act in bad faith or arbitrary manner or violate the *Ontario Human Rights Code*.

12.03 An employee shall lose his or her seniority and the employee's employment will be terminated if:

- (a) The employee voluntarily quits the employ of the Employer;
- (b) The employee is discharged for just cause and the discharge is not reversed through the Grievance or Arbitration procedures;
- (c) The employee fails to return to work for his or her next scheduled shift after the completion of a leave of absence granted by the Employer unless through sickness of sufficient cause;
- (d) The employee gives false reasons for obtaining a leave of absence or uses a leave of absence for a purpose other than that for which the leave was granted;
- (e) The employee fails to report back to work from lay-off within seven (7) calendar days after the employee is notified that he is to return to work. An employee shall be considered as having been "notified" on the day after the receipt of the Employer's communication, by courier, to the employee's last known address in the records of the Employer and it shall be the responsibility of the employee to keep the Employer informed of his current address;
- (f) The employee is absent for three (3) consecutive scheduled shifts without sufficient cause and without personally notifying the Employer unless such notice was not reasonably possible;

- (g) The employee is on lay-off and is not recalled to work within eighteen (18) months;
- (h) The employee is a casual employee and fails to provide his availability for a minimum three (3) shifts every month without providing a reason which is satisfactory to the Employer;
- (i) The employee retires.

12.04 Seniority lists of employees covered by this Agreement shall be posted and revised by the Employer at least bi-annually in January and July with a copy to the Recording Secretary of the Union.

## **ARTICLE 13 – JOB POSTINGS AND PROMOTIONS**

13.01 When a vacancy, other than a temporary vacancy, occurs due to a resignation, retirement or termination, or when a new position is created within the bargaining unit:

In the posting of any vacancies the Employer will give preference to the designation of full-time positions over part-time positions.

- (a) the Employer shall post notices of the position on the Employer's bulletin board for a minimum of seven (7) calendar days unless the Employer informs the Union of intentions not to fill the position.
- (b) the job posting notice shall stipulate the position open, the qualifications required for the position and the initial hours to be worked.
- (c) the Employer may fill the vacancy on a temporary basis until the job posting provisions have been completed and fully processed; and
- (d) the Employer may engage in outside advertising, however no new employees will be hired until the applications of bargaining unit employees have been processed.

13.02

(a) The Employer shall not be required to post temporary vacancies which will not exceed thirty (30) days. The Employer may fill any such temporary vacancies by offering the job to any individual who, including those employees on layoff, giving due consideration for seniority.

(b) Temporary Job Postings

A vacancy which occurs for more than thirty (30) days will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months, with the exception, of Maternity, Paternity or WSIB Leave. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event, that a part-time employee is

the successful applicant, the said employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy of thirty (30) days or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

- 13.03 An employee who wishes to apply for any posted vacancy must submit a correctly completed application in writing to the official of the Employer named in the notice. Only employees who apply for a posted vacancy in this manner shall be considered for a posted vacancy.
- 13.04 In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit shall be made within one (1) week of posting.
- 13.05 The successful applicant shall be placed on trial in the new position for a period of two (2) months. Such trial period shall become permanent after the trial period unless:
- (a) the employee feels that he is not suitable for the position and wishes to return to his former position, or
  - (b) the Employer feels that the employee is not suitable for the position and requires that he return to his former position.

In the event of (a) or (b) above, the Employee will return to his former position and salary without loss of seniority. Any other employee promoted-or transferred as a result of the re-arrangement of position shall also be returned to his former position without loss of seniority and any probationary employee(s) hired to fill vacancies shall be terminated.

- 13.06 An employee transferred or promoted from a bargaining unit position to a non-bargaining unit position shall be credited with seniority accrued in the bargaining unit at the time of transfer and will maintain his accrued seniority for up to the trial period of two (2) months from the time of transfer. After the two (2) months, all bargaining unit seniority will be forfeited.

In the event that an employee is transferred or promoted from a bargaining unit position to a non-bargaining unit position that is expected to be of a non-permanent nature, he shall be credited with seniority accrued in the bargaining unit at the time of transfer and will maintain his accrued seniority.

- 13.07 For the purposes of this Article, “days” shall not include Saturdays, Sundays or paid holidays recognized under this Agreement.

## **ARTICLE 14 – LAYOFFS**

- 14.01 For the purposes of this Article, a layoff means a cessation of work or a reduction by the Employer in regular hours of work, other than at the request of any employee or as a result of returning to regular hours following a temporary

increase in hours of work offered by the Employer, as follows:

- (a) For full-time employees, a reduction in regular hours of work below 35 hours per week.
- (b) For part-time employees, a reduction in regular hours of work below 24 hours per bi-weekly that is not a result of the employees choice or availability.

In the event that the Employer determines that it is necessary to reduce staffing levels as outlined above, the Employer shall meet with the Union six weeks (6) prior to commencement of layoff and the employees to discuss the necessary reductions and the expected duration of the reductions.

If the parties are unable to reach an agreement as to how the reductions should occur, the following provisions shall apply.

#### 14.0214.02

- (a) In the event of a proposed lay-off, the Employer will:
  - i) notify the Union in advance of notifying the employee(s) of a lay-off;
  - ii) provide the affected employee(s) with notice of the lay-off in accordance with the Employment Standards Act or pay in lieu thereof.
- (b) In the event of a lay-off for reasons of natural disaster, power failure, disease or other condition beyond the control of the Employer, the foregoing notice requirements shall not apply, and the Employer shall provide notice to the Union and affected employees as soon as reasonably possible.

#### 14.03 Layoff Procedure

- (a) In the event of a lay-off the Employer shall lay-off employees in reverse order of seniority.
  - i) accept the layoff; or
  - ii) displace the least senior employee in a classification of a rate equal to or lower than that for his classification prior to the lay-off, provided the employee is able to perform the job.

An employee who wishes to exercise his or her right to displace another employee shall advise the Employer within seven (7) days of the date of the notice of lay-off issued by the Employer.

- 14.04 Employees who have been laid off will be recalled in the reverse order of layoff and will be given the opportunity to return to their old jobs or to other jobs in line with their seniority when they are needed again, provided that they are willing and able to

perform the work available. The part-time employees cannot displace a full-time employee.

- 14.05 No new employees shall be hired while employees with seniority are laid-off unless said Employees either have, been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or they do not have the qualifications to perform the work in question.

## **ARTICLE 15 – HOURS OF WORK**

- 15.01 The normal full-time hours of work shall be thirty-seven and one-half (37½) hours per week. The standard hours of work shall be seven and one-half (7½) hours per day exclusive of one-half (½) hour unpaid meal period. Any authorized work performed by an employee in excess of thirty-seven and one half (37½) hours in a week shall be paid at the rate of time and one-half (1½) of the employee's regular straight time hourly rate.
- 15.02 The normal part-time hours of work shall be twenty-four (24) hours or less per week. However, part-time employees shall be entitled to work in excess of twenty-four (24) on a sporadic basis in cases of emergency which shall include situations where other employees are not readily available. The standard hours of work shall be seven and one-half (7½) hours per day exclusive of one-half (½) hour unpaid meal period. Any authorized work performed by an employee in excess of thirty-seven and one-half (37½) hours in a week shall be paid at the rate of time and one-half (1½) of the employee's regular straight time hourly rate.
- 15.03 Nothing in this article or agreement shall be construed as a guarantee of a number of hours of work per day or per week.
- 15.04
- (a) Work schedules shall be posted every two (2) weeks in advance. Employees may, for their own convenience, exchange shifts with other employees provided they receive prior approval from their supervisor and provided they receive prior approval from their supervisor and provided that the Employer is not responsible or liable for overtime rate claims and non-compliance with any provisions of the Collective Agreement that might arise or occur as a result of the exchange of shifts. The Employer reserves the right to request signed statements from the employees involved. It is understood that approval will not be unreasonably withheld.
  - (b) Shifts that become available after the schedule has been posted will be distributed to staff who are not scheduled to work on the day of the available shift by order of seniority.
  - (c) When a full-time employee takes vacation, the shift shall be distributed equally amongst all part-time employees based on employees provided availability and qualifications.

- 15.05 Forty-eight (48) hours notice shall be given before change of shift except in emergencies.
- 15.06 Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- 15.07 Overtime and call-back time shall be divided equitably among the employees who are willing and qualified to perform the work that is available.
- 15.08 An employee who is called in and required to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates.
- 15.09 Employees shall not have their hours of work reduced without prior notification to the Union by the Employer.
- 15.10 Overtime shall be based on the employee's regular rate of pay and there shall no pyramiding of overtime.
- 15.11 All employees shall be entitled to a fifteen (15) minute coffee break with pay in each half shift at times designated by the Employer.
- 15.12 Standard/Daylight Savings Time  
At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

## **ARTICLE 16 – PAID HOLIDAYS**

- 16.01 The Employer recognizes the following as paid holidays:
- |                |                  |
|----------------|------------------|
| New Year's Day | Family Day       |
| Good Friday    | Victoria Day     |
| Canada Day     | Civic Holiday    |
| Labour Day     | Thanksgiving Day |
| Christmas Day  | Boxing Day       |
- 16.02 In order to qualify for holiday pay, an employee must work his full scheduled shift immediately preceding and immediately following the holiday, except where such absence is due to sickness or other authorized leave of absence and provided that the employee has earned wages for at least twelve (12) working days in the thirty (30) days prior to the date of the holiday.
- 16.03 An employee scheduled to work on a holiday must work on the holiday in order to qualify for holiday pay, except where such absence is due to sickness or other authorized leave of absence.

- 16.04 An employee required to work on a holiday on a regularly scheduled shift shall be paid time and one-half (½) and will receive a regular day's pay or a compensating day off in lieu thereof.
- 16.05 If a holiday falls on an employee's regular day off, the employee will receive on regular day's pay or a compensating day off in lieu there.
- 16.06 The Employer shall arrange for employees who request one month in advance, to have either Christmas or New Year's Day off subject to operational needs. Seniority shall be the deciding factor in the event of a conflict of preference.
- 16.07 There shall be no pyramiding of premium pay, overtime pay, sick pay and holiday pay.

## **ARTICLE 17 – VACATIONS WITH PAY**

### 17.01 Purpose of Vacation

The purpose of vacation is to provide time off during the year for rest and relaxation. This benefits the health of employees. The parties agree that the intention is for all employees to use their entire allotment of vacation in each vacation year. For the purpose of calculation an employee's eligibility, the employee's anniversary date of hire shall be used.

### 17.02

- (a) For the purpose of calculating an employee's eligibility, the employee's anniversary date of hire shall be used.
- (b) The vacation year is January 1<sup>st</sup> to December 31<sup>st</sup> annually.
- (c) Part-time employees shall accumulate service for the purpose of progression on the vacation scale on the basis of one (1) year for each one-thousand, nine-hundred and fifty (1950) hours worked.

### 17.03 An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

- (a) Less than one (1) year – 1 working day for each month of service, to a maximum of ten (10 days) (4%)
- (b) After one year – 2 weeks (4%)
- (c) After three years – 3 weeks (6%)
- (d) After ten years – 4 weeks (8%)
- (e) After sixteen years – 5 weeks (10%)

17.0417.04

- (a) Vacation requests shall be submitted in accordance with the posted vacation schedule by November 30 for the following vacation year on the basis of seniority. The completed vacation schedule shall be posted at the start of the vacation year.
- (b) Any vacation entitlement which is not scheduled in accordance with paragraph (a) above shall be scheduled during the vacation year by submitting written requests to the Chef Manager at least four (4) weeks in advance of the intended start of the vacation.
- (c) All vacation requests shall be subject to the approval of the Employer, having due concern for the proper operation of the Residence. Such approval or denial shall be given within one (1) week of the request and such requests shall not be unreasonable denied.

17.05 Vacation pay shall be paid on the payroll days, which apply, to the pay periods during which a vacation occurs.

17.06 An employee terminating employment for whatever reason shall be paid their proportionate amount of vacation pay owing to them on their final pay cheque.

17.07 If a paid holiday falls or is observed during an employee's vacation period, and she/he qualifies as per Article 17.02, she/he will be allowed an additional day with pay at a time mutually agreed between the employee and the Employer.

17.08 Bereavement During Vacation

Bereavement Leave may be substituted for vacation where it can be established by the employee that an entitlement for bereavement leave occurred while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted for the purpose of bereavement leave occurring immediately prior to the scheduled vacation.

## **ARTICLE 18 – UNPAID LEAVES OF ABSENCE**

18.01

- (a) Except in cases of emergency or illness, an employee may request a leave of absence provided he gives the Employer at least fourteen (14) days notice in writing. The notice shall set out the reasons for the proposed leave of absence and expected date of return.
- (b) If an absence is due to illness or accident or other circumstances which reasonably preclude the employee from following this approval process, the employee must notify the Employer of the employee's anticipated absence, the reason for the absence and the expected date of return, as soon as possible, if he or she is medically able to do so.

- 18.02 An employee who is absent due to illness or other medical reason may be required by the Employer to produce a medical note or certificate outlining the prognosis for recovery, the expected date of return and the employee's ability to perform any of his or her regular duties or alternative duties if necessary. The cost of obtaining such evidence shall be borne by the employer.
- 18.03 Except as provided expressly in this Agreement, an employee will receive no wages or pay of any kind during any absence.
- 18.04 Unpaid Leave of Absence shall not be granted to an employee for the purpose of working elsewhere, other than charitable volunteer work.
- 18.05 The Employer will maintain its share of a full-time employee's benefits in circumstances where the employee takes a leave of absence of thirty (30) calendar days or less. In such a case, the employee shall prepay the Employer his share of the benefit premiums. For absences of more than thirty (30) calendar days, the employee shall assume responsibility for the entire cost of her/his benefit coverage by prepaying such premiums to the Employer.

## **ARTICLE 19 – PREGNANCY AND PARENTAL LEAVE**

- 19.01 Pregnancy and Parental leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000* as amended from time to time.
- 19.02 Pregnancy Leave
- (a) An employee is entitled to pregnancy leave without pay if she has been employed by the Employer for at least thirteen (13) weeks.
  - (b) An employee may begin her pregnancy leave no earlier than the earlier of seventeen (17) weeks before the due date and the date she gives birth and no later than her due date or the date on which she gives birth.
  - (c) The employee shall give the Employer two (2) weeks written notice of the day upon which she intends to commence her leave of absence, unless impossible, and give the Employer a certification of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
  - (d) An employee's pregnancy leave ends seventeen (17) weeks after it began if the employee is entitled to parental leave or, if she is not entitled to parental leave, the later of seventeen (17) weeks after the leave began or six (6) weeks after the birth, still-birth or miscarriage.
  - (e) The employee shall give the Employer two (2) weeks written notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon

giving the Employer two (2) weeks written notice of her intention to do so, and providing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

### 19.03 Parental Leave

- (a) An employee who becomes a parent, and who has been employed by the Employer for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (b) A “parent” includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (d) An employee not on pregnancy leave requesting parental leave, shall give the Employer two (2) weeks written notice of the date the leave is to begin. An employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the employer written notice at least two (2) weeks before the last day of the leave.

## **ARTICLE 20 – BEREAVEMENT LEAVE**

20.01 An employee who would otherwise have been at work and who has completed his or her probationary period shall be entitled up to:

- (a) five (5) consecutive days’ absence (to be taken within the period commencing three days prior to and ending three days after the funeral) without loss of regular pay in the event of the death of his/her spouse or common-law spouse, same-sex partner, child, parent.
- (b) four (4) consecutive days’ absence (to be taken within the period commencing three days prior to and ending three days after the funeral) without loss of regular pay in the event of the death of his/her ward, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, brother-in-law or sister-in-law.
- (c) two (2) days absence without loss of regular pay to attend the funeral in the event of the death of an aunt, uncle, nephew or niece.

20.02 Where it is necessary for travel because of distance, the employee may be provided up to four (4) days additional unpaid leave.

- 20.03 The employee will be allowed to save one day from their allotted time off under (a), (b), or (c) above to attend a memorial service or interment at a later date. Such requests shall be made in writing and the day shall be taken within one (1) year of death.

## **ARTICLE 21 – EDUCATION LEAVE**

- 21.01 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.
- 21.02 The Employer may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that:
- (a) such upgraded qualifications are relevant to the Employer's operations and needs;
  - (b) the Employer receives at least one (1) month's notice in writing unless impossible; and
  - (c) such leave may be arranged without undue inconvenience to the normal operations of the Residence.
- 21.03 Applicants, when applying, must indicate the date of departure and specific date of return.
- 21.04 The Employer agrees that all mandatory training (in service and online training) shall be scheduled during a employee's normal working hours. Additional staff shall be scheduled to replace employees who are completing the training.

In the event that mandatory training cannot be scheduled during an employee's normal working hours, the Employer in consultation with the employee, shall find suitable time for the employee to come into work early and/or stay late to complete the training. All time spend completing the training will be paid a the employee's regular earnings.

In the event that the mandatory training cannot be scheduled at the workplace, the Employer in consultation with the employee, shall approve time for the employee to complete the training offsite. All time spent completing the training will be paid at the employee's regular earnings.

## **ARTICLE 22 – UNION LEAVE**

- 22.01 Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits and without loss of seniority provided that the leave does not cause undue inconvenience

to the normal operations of the Employer and that the Employer shall not be required to incur premium payments.

- 22.02 The Union shall reimburse the Employer for receipt of such pay and benefits and the Employer shall be entitled to invoice the Union in advance for such payment, such payment to be received by the Employer within thirty (30) days of the date of the invoice.

## **ARTICLE 23 – JURY AND WITNESS DUTY**

- 23.01 If an employee is required 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 (in which the employee is not the accused), or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay or seniority because of such attendance, provided that the employee:
- (a) notifies the Employer immediately on the employee's notification that he will be required to attend at court;
  - (b) present proof of service requiring the employee's attendance; and
  - (c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

## **ARTICLE 24 – SICK LEAVE**

- 24.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled or under examination or treatment of a physician, chiropractor, or dentist or because of an accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.
- 24.02 Full-time employees who have completed their probationary period shall be entitled to ten (10) paid sick leave days per year, renewable January 1<sup>st</sup> of each year.
- Part-time employees who have completed their probationary period shall be entitled to three (3) paid sick leave days per year, renewable January 1<sup>st</sup> of each year.
- 24.03 Sick leave credits not used, will be paid out at the rate of fifty percent (50%) at the end of the year.
- Part-time sick leave credits not used, will be paid out at the rate of fifty percent (50%) at the end of the year for their regular shift worked majority of the year.
- 24.04 Employees requiring personnel leave days, upon prior approval of the employer, may, utilize any or all paid sick leave days, for this purpose.

## **ARTICLE 25 – CLASSIFICATION OF EMPLOYEES AND WAGES**

- 25.01 Employees shall be classified and paid in accordance with the provisions set out in Schedule “A” forming part of this Agreement.
- 25.02 The Employer shall pay salaries and wages every two (2) weeks in accordance with Schedule “A”. On each pay day each employee shall be provided with an itemized statement of his wages, hours and deductions.
- 25.03 When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate of pay. Such request shall be made within one (1) weeks after receipt of notice from the Employer of such new classification and the rate of pay. Where the Union and the Employer are unable to agree to the new rate, the matter may be referred to arbitration as provided in this Agreement within one (1) calendar week following the meeting. The decision of the arbitration or Arbitration Board shall be based on the relationship established by comparison with the rates of other classifications in the bargaining unit having regards to the duties and responsibilities involved.
- 25.04 Any change in the rate established by the Employer as mutually agreed upon by the parties or awarded by an arbitration or Arbitration Board shall be retroactive to the date that the Union raised the issue with the Employer.
- 25.05 If the Employer makes an error in an employee’s favour of a day’s pay for that employee or less, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of a normal day’s pay, at the request of the employee, the overpayment will be deducted over the following two (2) or three (3) pay periods as agreed upon between the parties.
- 25.06 The parties agree that, to ensure the efficient payment of wages to employees, the Employer will institute a direct deposit payment system as soon as practicable. Employees will each provide to the Employer or its agent the name and address and bank account number into which the employee’s wages shall be deposited. Each employee will notify the Employer immediately upon any change of account into which wages are to be deposited or of any other matters which would affect the Employer’s payment of wages to an employee’s designated account.
- 25.07 When the employer changes the duties of the existing job classifications the union will be notified. The employer will provide to the union the new job description, if the union feels that the job duties have been changed such that the assigned wage rate does not accurately reflect the altered assigned duties then the union may access Article 25.04.
- 25.08 Employees assigned to relieve in a higher classification shall be paid the rate for the higher classification for the full period of relief. Employees assigned to relieve in a lower classification shall not have their rate reduced.

## **ARTICLE 26 – BENEFITS**

26.01 The Employer agrees to continue to maintain the benefit plans or their equivalent, currently in place, and to pay sixty percent (60%) of the single/family premium for employees who have been employed for three months and who have elected to participate. These same employees will pay the remaining forty percent (40%) of the premium. The current benefit plans are extended health including drug, vision, out-of-Canada, major medical, private nursing and paramedical services; emergency travel assistance; life insurance; and accidental death and dismemberment. The Employer will pay fifty percent (50%) of the premium in respect of dental care.

## **ARTICLE 27 – GENERAL**

27.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. The cost of printing shall be shared equally by the Union and the Employer and copies shall be given to the Employees within thirty (30) days of signing.

27.02 The Employer shall provide a bulletin board in the present staff lounge for the access of all Employees and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees provided that all such notices are submitted to the Chef Manager for approval before posting, such approval not to be unreasonably withheld. All out-dated notices shall be removed by the Union forthwith.

### **27.03 Uniforms**

The Employer agrees to provide each Employee with a uniform allowance each year based on the table below. Such payment shall be made on the first pay after the date of ratification by both parties and thereafter on the first pay period on January provided, they have passed their probationary period.

Full Time Employees:	\$200.00 per year
Part Time Employees:	\$150.00 per year

## **ARTICLE 28 – TECHNOLOGICAL CHANGES**

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

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

## **ARTICLE 29 – PENSIONS**

29.01 In this Article, the terms used shall have the meanings as described:

“Plan” means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

“Applicable Wages” means the basic straight time wages for all hours worked and in addition:

- I. The straight time component of hours worked on a holiday;
- II. Holiday pay, for the hours not worked;
- III. Vacation pay;
- IV. Paid sick leave as per Article 33 of the Collective Agreement;
- V. Bereavement leave;
- VI. Jury Duty; and
- VII. Negotiations and grievance meetings;

All other payments, premiums, allowances and similar payments are excluded.

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed probation.

29.02 Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to two percent (2%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to two percent (2%) of applicable wages to the Plan.

29.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

29.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

29.05 The Union and the Employer acknowledge and agree that under current Pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

29.06 It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer’s obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

29.07 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. For further specificity, the items required for each eligible employee by Article XX.XX of the agreement are:

- i) To be Provided Once Only at Plan Commencement:
  - Date of Hire
  - Date of Birth
  - Date of First Contribution
  - Seniority List to include hours from date of hire to employer's fund entry date (for the purpose of calculating past service credit)
  
- ii) To Be Provided with each Remittance:
  - Name
  - Social Insurance Number
  - Monthly Remittance
  - Pensionable Earnings
  - YTD Pension Contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
  
- iii) To Be Provided Once, and if Status Changes:
  - Full Address as provided to the Home Termination date where applicable (MMDDYY)
  
- iv) To Be Provided Once if they are Readily Available:
  - Gender
  - Marital Status
  - Any additional information requests beyond that noted above may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

29.08 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

**ARTICLE 30 – TERM**

30.01 This agreement will come into effect on July 1st, 2021 and expires on June 30<sup>th</sup>, 2024 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

**FOR NUTRA SERVICES INC.:**

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR CUPE and its Local 4890.01:**

*Niranjani Dajentharam*  
Niranjani Dajentharam (Feb 8, 2022 17:50 EST)  
\_\_\_\_\_  
*Tania bulbul*  
Tania bulbul (Feb 28, 2022 16:50 EST)  
\_\_\_\_\_  
*K.Sarajiny*  
K.Sarajiny (Feb 28, 2022 17:01 EST)  
\_\_\_\_\_  
*Virginia Sosa*  
Virginia Sosa (Mar 3, 2022 14:33 EST)  
\_\_\_\_\_

## APPENDIX “A” – WAGE GRID

This Wage Grid will come into force on the mutual ratification of the collective agreement by both parties.

2021	Start	Year One	Year Two
Cook	\$19.92	\$20.32	\$20.73
Dietary Aide	\$17.25	\$17.60	\$17.95

2022	Start	Year One	Year Two
Cook	\$20.32	20.73	\$21.14
Dietary Aide	\$17.60	\$17.95	\$18.35

2023	Start	Year One	Year Two
Cook	\$20.72	\$21.14	\$21.56
Dietary Aide	\$17.95	\$18.30	\$18.71

### **Lead Hand Responsibility Premium**

In the absence of the Chef Manager the cook on duty will assume 'responsibility' of the department. The cook, while in this role, will be paid a premium of \$0.85 in addition to the employees' regular wage rate.