

COLLECTIVE AGREEMENT

Between:

ARAMARK CANADA LTD.

- And -

UNIFOR AND IT'S LOCAL 2458



UNIFOR
theUnion | lesyndicat

EFFECTIVE FROM SEPTEMBER 1ST, 2021 TO AND INCLUDING AUGUST 31ST, 2024

mg/cope343

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ARTICLE 1 - PURPOSE

1:01 This Agreement is undertaken to establish mutually satisfactory relations between the Company and its employees, to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages and working conditions for the employees covered by this Agreement.

ARTICLE 2 - RECOGNITION

2:01 The Company recognizes the Union as the sole bargaining agent for all employees in the Dietary Department of Erie Shores Healthcare at 194 Talbot Street West, in the city Leamington, save and except manager, assistant manager, dietician, chef, office staff, and all persons above the rank of chef, and undertakes that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively.

ARTICLE 3 - UNION MEMBERSHIP AND CHECK-OFF

3:01 During the life of this Agreement and as a condition of each employees continued employment, the Company shall deduct monthly dues and the initiation fees which are levied by the Union in accordance with its Constitution and By-laws from each employee within the bargaining unit. Such monthly deductions shall be made from the pay from the first day of employment and shall be remitted by the Company to the Union, not later than the twenty-fifth (25th) day of the month in which deductions were made. Any changes to the union dues formulas shall be forwarded in writing to the Labour Relations department with a minimum of thirty (30) days notice. The Company will provide a list of those employees from whom deductions have been made and shall note on such list the names of those employees from whom deductions have not been made and the reason for not having been deducted.

The Employer shall also provide the number of hours worked by part-time employees and their hourly rate of pay.

3:02 The amount of such dues shall be certified to the Company by the Business Manager or the Financial Secretary.

3:03 Present employees who are members of the Union and new employees who subsequently become members of the Union shall maintain such membership as a condition of employment or continued employment.

ARTICLE 4 - RESERVATIONS TO MANAGEMENT

4:01 The Union acknowledges and agrees that the Company shall continue to reserve all the rights, powers and authority to manage and direct its working forces. Without restricting the generality of the foregoing, such rights of the Company shall include the right to:

- a) Maintain order, efficiency and discipline;

- b) Hire, rehire, discharge, transfer, classify, promote, demote or discipline employees provided a claim that an employee has been discharged or disciplined without reasonable cause (excepting the discharge of a probationary employee) may be the subject of a grievance and dealt with as hereinafter provided;
- c) Generally to manage the industrial enterprise in which the Company is engaged, and to exercise all the rights of management except to the extent that such rights are modified by this Agreement, to determine the number and location of its business outlets, the products to be manufactured or sold, the services to be rendered, the kinds of machines to be used, the method of operating, and control of materials or goods to be used;
- d) Make and alter from time to time rules and regulations governing the conduct of employees during working hours provided that such rules and regulations are not inconsistent with the provisions of this Agreement. The Employer, where possible, will notify the Union, in writing, of any alteration of the present rules or policies or new policies prior to their implementation.

ARTICLE 5 - NEGOTIATING COMMITTEE AND STEWARDS

- 5:01 The Company acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee composed of two (2) employees of the Company and Union Representatives, and will recognize and deal with the said Committee with respect to any matter which properly arises for its consideration.
- 5:02 The Company acknowledges the right of the Union to appoint or otherwise select two (2) stewards to assist employees in presenting their grievances to the Representatives of the Company.
- 5:03 The Union acknowledges that the Stewards and members of the Negotiating Committee have regular duties to perform on behalf of the Company and that such persons will not leave their regular duties without requesting permission from their immediate supervisor. Permission from the supervisor shall not be unreasonably withheld.
- 5:04 It is understood that the Stewards will not absent themselves from their regular duties unreasonably in order to deal with grievances of employees and that in accordance with this understanding, the Company will compensate such employees for time spent in negotiating with the Company, and in handling grievances of employees, at their regular rates of pay, and that this does not apply to time spent on such matters outside of regular working hours except for scheduled meetings. Stewards shall be compensated for all time spent in scheduled meetings.
- 5:05 In the event of either party wishing to call a meeting for the purpose of discussing matters arising out of the administration of this Agreement, or matters relating to the workplace, they shall notify the other party in writing and supply an agenda for the meeting.

The meeting will be held within a reasonable time period following receipt of said notice, but not later than fourteen (14) calendar days after receipt of request for the meeting unless mutually agreed to by the parties. In any event there shall be no more than one (1) meeting per month unless mutually agreed to by the parties.

ARTICLE 6 - GRIEVANCE PROCEDURE

6:01 It is mutually agreed that grievances of the employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until the employee has given their immediate supervisor an opportunity to adjust their complaint. The supervisor shall have two (2) days to reply to the complaint, if the reply is unsatisfactory or if the supervisor fails to reply within the two (2) days, the employee may proceed with the steps of the grievance procedure. The Company shall decline to consider any grievance the alleged circumstances of which originated or occurred more than 5 days prior to its presentation or more than five (5) days after the employee becomes aware of the said grievance. The procedure of adjustment of grievances shall be as follows:

Step 1

The employee who may be accompanied by the Steward shall present the grievance in writing to the Unit Manager who shall render a decision in writing within two (2) days after the presentation of a grievance.

Step 2

Failing settlement under Step 1, the matter shall be taken up between the grievor, the grievance committee and such representatives of the Company as are designated for that purpose. At this meeting, the National or Local Union Representative may be present if requested by either party. A decision must be rendered within three (3) days of that time.

Step 3

Failing settlement under Step 2, the grievance may be referred to Arbitration by either party. If Arbitration is to be invoked, a written request for Arbitration must be given to the other party within five (5) days after the grievance has been dealt with in Step 2.

6:02 In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and recognized Statutory Holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement in writing between the Company and the Union.

6:03 Any difference arising directly between the Union and the Company (other than contract renewal discussions) may be submitted by either party to the other at Step 2 in writing.

6:04 If advantage of the provisions of this Article (Article 6) is not taken within the time limits specified herein or is extended in writing as set out herein, the matter in dispute shall be deemed to have been abandoned and cannot be re-opened.

6:05 Policy Grievance

A complaint or grievance arising directly between the Company and the Union concerning the interpretation, application, or alleged violation of the Collective Agreement shall be originated at Step 2 within five (5) days following the circumstances giving rise to the complaint grievance.

ARTICLE 7 - ARBITRATION

- 7:01 The party requesting Arbitration shall notify the other party of its desire to arbitrate.
- 7:02 The recipient of the notice shall, within ten (10) days of the receipt of same, contact the other party and the parties will attempt to agree upon a sole arbitrator.
- 7:03 If after a further period of ten (10) days, the parties are unable to agree upon a Arbitrator, either party may request the Minister of Labour for the Province of Ontario to appoint a Sole Arbitrator forthwith.
- 7:04 No person may be appointed as an Arbitrator who has been involved in any attempt to settle the grievance.
- 7:05 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision of the Arbitrator shall be final and binding upon the parties and any such employee affected by it.
- 7:06 The Arbitrator shall have the power to set aside or confirm any penalty or discipline imposed by the Company relating to the grievance then before it.
- 7:07 The expense of the Arbitrator shall be shared equally by both parties.
- 7:08 In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and recognized Statutory Holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement in writing between the Company and the Union.
- 7:09 Nothing herein shall be interpreted or construed to prevent the Arbitrator from ordering reinstatement in employment with full or partial pay lost by an employee who has been dismissed.
- 7:10 The Arbitrator shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor alter, modify or amend any part of this Agreement.

ARTICLE 8 - DISCHARGE, SUSPENSION, AND DISCIPLINE

- 8:01 The Company shall not discharge or indefinitely suspend any employee without just cause. The Company shall advise the employee concerned in writing, stating its reasons for discharge or indefinite suspension.

Any claim of wrongful discharge or suspension may be processed as a grievance starting at Step 2 within five (5) days from the date of discharge and dealt with as herein provided.

- 8:02 All discipline or letters of warning, interviews etc. will be removed from an employees personnel file after twenty-four (24) months from the date of the discipline. Also all employees shall have the right upon written request to view their personnel files.

- 8:03 In the event that management meets with an employee for the purpose of disciplinary action, the employee shall be entitled to have a Steward present or designate present if the Steward is not available when such disciplinary action is taken and such meeting will not commence until one is present.

ARTICLE 9 - SENIORITY

- 9:01 For the purpose of this Agreement seniority shall mean the length of continuous service with the Company in the Bargaining Unit. An employee shall establish seniority rights upon the successful completion of a probationary period of forty-five (45) days worked from the date the employee first entered employment with the Company at which time said employee shall be placed upon the seniority list. It is understood and agreed that the decision as to whether or not a probationary employee is to be retained or terminated is at the sole discretion of the Company.
- 9:02
- a) The Employer shall combine part-time jobs into full-time jobs wherever possible.
 - b) A part-time employee transferring to full-time who has not completed a probationary period as called for by the collective agreement will complete the probation period as a full-time employee. In any event no increase or extension shall be applied to an employee's probation period.
 - c) Where a part-time employee transfers to full-time, all benefits or any other compensation or contractual right (e.g. sick leave, health and welfare, etc.) which are applicable to full-time but not part-time employees, shall commence on the effective date of transfer to a full-time position.
 - d) Should a part-time employee transfer to full-time the employee shall be placed in the wage grid as his/her accumulated seniority reflects.
 - e) Should a full-time employee transfer to part-time without a break in employment, he/she shall be entered on the part-time seniority list with credit for continuous service prior to the date of transfer.
- 9:03 Seniority shall prevail in the reduction of hours and/or a reduction of the work force in layoff and recall of employees. Employees within the bargaining unit in which the layoff takes place shall be laid off in the following order:
- a) Probationary employees
 - b) Part-time employees (those employees who are scheduled for twenty-four (24) hours or less per week)
 - c) Full-time employees (those employees who are scheduled for more than twenty-four (24) hours per week) with the least seniority providing that the employees who remain on the job have the ability to perform the work).

In returning to work, the last employee laid off within the bargaining unit shall be the first employee to be recalled providing they have the ability to perform the work. It is the employee's responsibility to notify the Company of any change of address.

An employee with seniority laid off pursuant to this Section shall have the option of accepting the layoff, or shall have the right to displace a person with no bargaining unit seniority or a less senior employee in the bargaining unit providing they have the ability to perform the work.

Any person displaced through this procedure shall themselves be entitled to utilize the procedure.

No new employee shall be hired in the classification in which a layoff or reduction of hours has taken place until laid off employees have been recalled to work or all employees have their hours reinstated.

Part-time employees cannot displace a full-time employee when utilizing this procedure.

A copy of any layoff notice shall be sent to the Union at the same time as it is given or mailed to employees concerned.

If an employee is recalled but cannot report to work on the day specified due to illness or injury, the employee will be allowed to return to work when she is able provided she produces to the Employer, a medical certificate or other satisfactory evidence confirming the illness or injury at the time of recall and provided there are employees at work with less seniority.

In the event that a layoff or reduction in hours is for a period of more than six (6) weeks, notice in writing of the layoff shall be given to each seniority employee in accordance with the following schedule:

- i) up to two (2) years service - four (4) weeks notice
- ii) two (2) years or more but less than five (5) years service - six (6) weeks notice
- iii) five (5) years or more but less than eight (8) years service - eight (8) weeks notice
- iv) eight (8) years or more but less than ten (10) years service - ten (10) weeks notice
- v) ten (10) years or more service - twelve (12) weeks notice

Service shall be calculated as stated above as of the date of the proposed layoff.

9:04 Both parties agree that the relative ability and willingness of an employee will be taken into consideration in all matters arising out of this Article.

- 9:05 Any conflict or grievance having to do with the observation or non-observation of seniority rules as herein set out may be referred by the employee and his Steward to the grievance procedure starting at Step 1.
- 9:06 The Company agrees to supply a seniority list to the Union upon the completion of this Agreement and a revised and up-to-date seniority list every July 15 and January 15 of each year thereafter.
- 9:07 The seniority list shall contain the names of all employees within the bargaining unit including date of hiring and classification for each employee.
- 9:08 Copies of said seniority lists shall be posted on the employees bulletin board for a period of three (3) weeks. Copies of such seniority lists shall be mailed to the Union office every six (6) months namely every July 15 and January 15.
- 9:09 Employees who dispute the accuracy of said seniority lists must do so within the aforementioned three (3) weeks.
- 9:10 Seniority rights shall cease for any of the following reasons:
- a) if the employee quits;
 - b) if the employee is discharged and the discharge is not reversed through the grievance procedure;
 - c) if the employee fails to report for duty for five (5) scheduled working days or is not available for five (5) call-ins within any six (6) month period without notifying the Company or furnishing satisfactory reasons for such failure;
 - d) if the employee is not called upon to perform work for the Company for twenty-four (24) consecutive months or for a period equal to his seniority as of the date when he last performed work for the Company, whichever is the lesser.
- 9:11 Inability to work because of proven sickness or injury shall not result in loss of seniority rights.
- 9:12 It is agreed between the parties that all past seniority accumulated by the employees in the Dietary Department while working for Leamington District Memorial Hospital shall count in all matters affecting the seniority while working for Aramark Canada Ltd.

ARTICLE 10 - LEAVE OF ABSENCE

- 10:01 The Company may grant leave of absence without pay to any employee for legitimate personal reasons. Where the Company has granted leave of absence, seniority shall be maintained and accumulated for a period of up to sixty (60) days, except in the case of pregnancy. A request for such leaves shall not be unreasonably denied.

10:02 Union business shall be considered good cause for unpaid leave of absence. An employee elected or selected to attend conventions, seminars, educational classes or other Union business shall be granted leave of absence. Written request for such leave with at least two (2) weeks notice shall not be unreasonably denied.

10:03 It is agreed that the Union may request a leave of absence for two (2) employees at one time. Any requests for additional employees shall be at the Employer's discretion. When any Union committee member is on leave at the request of the Union, the Company will maintain such employee on full normal salary and benefits and will bill the Union for reimbursement of same.

10:04 **Pregnancy and Parental Leave**

a) Pregnancy and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario 2000 as it may be amended from time to time unless otherwise specifically agreed to.

b) **Pregnancy Leave**

i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.

The employee shall give the Employer at least two (2) weeks notice in writing, of the day upon which she intends to commence her pregnancy leave, unless impossible, and furnish to the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

iii) The employee shall give at least four (4) weeks written notice of her intention to return to work. The employee may, shorten the duration of the pregnancy leave requested under this Article upon giving the Employer at least four (4) weeks written notice of that day.

Additional leave may be taken under Article 10.04 (j): Parental Leave.

c) An employee who does not apply for leave of absence under Article (b), (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave in accordance with Article 10:04 (b) (ii) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

- d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee elects, in writing, not to continue her share of the premiums.
- e) If a full-time employee returns to work at the expiry of the normal pregnancy and or parental leave, the employee will be returned to her former job and former shift, if designated.

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

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

j) Parental Leave

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into the care or custody of the employee, shall be entitled to parental leave.
- ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- iii) Parental leave may begin no more than fifty-two (52) weeks after the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall end thirty-five (35) weeks after it began, if the employee also took pregnancy leave and thirty-seven (37) weeks after it began, otherwise.

- iv) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.
 - v) For the purpose of parental leave under Article (j) Parental Leave, the provisions under (a), (d) and (h) for first eighteen (18) weeks only, (e), (f) and (i) shall also apply.
- k) **Pregnancy and Parental Top Up Effective March 31, 1996**

i) **Pregnancy Top-Up**

On confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance Pregnancy Benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit.

That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits.

Such payment shall commence following completion of the two week Unemployment Insurance waiting period, and receipt by the Employer of the employees Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employees regular 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.

Employees do not have a right to SUB payments except for supplementation of U.I. benefits during the unemployment period as specified in the plan.

Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

10:05 Adoption Leave

- a) Leave of absence without pay or benefits shall be approved to permit an employee to adopt a child, provided that such employee has been in the employ of the Employer for not less than one (1) year prior to the commencement of the leave.

The maximum duration of such leave shall be six (6) months, but the length of each leave shall be based upon the individual circumstances and the requirements of the adoption agency.

- b) The employee shall be reinstated to her former position unless her former position has been discontinued, in which case she shall be given a comparable job, provided she has the qualifications and seniority to qualify for the alternate position.
- c) Employees newly hired to replace employees who are on approved adoption leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer the employee shall be credited with seniority from the date of hire subject to successfully completing her probationary period.

10:06 Education Leave

- a) 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 upgrade their employment qualifications.
- b) Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost of books and registration fees associated with the course(s).
- c) The Employer may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one (1) month's notice in writing, and provided that such a leave may be arranged without undue impact on the Employer's operations. Applicants, when applying, must indicate the date of departure and specific date of return.

ARTICLE 11 - STRIKES AND LOCKOUTS

11:01 It is mutually agreed that no strike or similar interruption of work will be permitted by the Union and no lockout will occur by the Company during the life of this Agreement.

ARTICLE 12 - BULLETIN BOARDS

12:01 The Company agrees to provide one bulletin board in a mutually satisfactory location for the posting of notices of Union activities.

All notices must have prior written approval, except for notices concerning regular Union meetings which will not require prior management approval. Management may exercise the right to remove any unapproved notices or materials.

ARTICLE 13 - BEREAVEMENT PAY

13:01 The Company agrees to grant leave of absence with pay for up to three (3) scheduled days to any employee for the purpose of attending the funeral of a member of his or her immediate family. Such days shall not extend beyond six (6) days following date of death. Attendance to urgent family matters relating to such funeral is also considered legitimate reason for leave of absence as outlined in this Article.

Immediate family shall be deemed to mean, wife, husband, children, step-children, father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-

brother, sister, step-sister, brother-in-law, sister-in-law, grandparents, spouse grandparents, grandchildren, or anyone who has been responsible for the complete care and upbringing of the employee in lieu of father or mother.

In the event of the death of a spouse, child, grandchild, step child, father, step-father, mother, step-mother, the above three (3) days will be increased to five (5) days.

In the event of the death of a niece or nephew, aunt, uncle, spouses aunt and uncle, the Company agrees to grant a leave of absence with pay for one (1) scheduled day as above.

13:02 In order to qualify for the foregoing bereavement allowance, employees must supply proof by way of doctor's certificate or newspaper clipping, if required.

13:03 In case of death in the immediate family as defined in 13:01, occurring outside the North American continent, the employee shall be granted one (1) day off with pay, if the employee does not travel to the country where the death occurred. In the event the employee does travel to the country where the death occurred within two weeks of that death, said employee shall receive the three (3) day entitlement as specified in section 13:01.

13.04 In the event a bereavement leave entitlement occurs during an employee's scheduled vacation, the employee will be allowed to reschedule the equivalent amount of days at another time.

ARTICLE 14 - HOLIDAYS

14:01 The following shall be considered Statutory and Civic Holidays:

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

- A floating holiday on the employee's employment anniversary.
- An additional individual Float Holiday.
- Individual Float Holiday and employee's birthday are for employee's who have passed their probationary period.

14:02 If an employee is scheduled to work on a paid holiday and actually works, he may elect either:

- a) To have an alternative day off with pay at the regular rate plus pay for the hours worked on the holiday at the rate of time and one-half (1½). Such day to be scheduled by mutual consent and taken within eight (8) weeks following the holiday.

- b) or pay at the rate of time and one-half for work performed on such holiday, in addition to the employee's regular pay.
- c) All holidays will be recognized on the day in which they fall.

14:03 To qualify for such holiday pay, the employee must have worked his or her last scheduled work day prior to such holiday and must work his or her next regularly scheduled work day immediately following such holiday. Provided however, that if the scheduled work days referred to in this paragraph are not worked because of illness, injury, lay-off, which commenced within a period of thirty (30) days immediately prior to such holiday or employees who are absent on approved leave of absence and whose leave of absence commenced within the fifteen (15) days immediately prior to such holiday shall still qualify for such holidays.

In the case of illness the employee may be required to provide proof of such illness.

14:04 In the event a holiday as specified in this Agreement falls within an employees vacation period, it shall be at the employees discretion to extend the vacation period by one (1) working day with seven and one-half (7½) hours pay.

ARTICLE 15 - UNIFORMS

15:01 Each employee shall be paid an annual uniform allowance of one hundred and thirty-five dollars (\$135.00). The uniform allowance shall be paid on the first pay period in December of each subsequent year. Employees will be responsible for laundering and reasonable maintenance of all uniforms. Effective December 2022 the uniform allowance will increase to one hundred and fifty dollars (\$150.00).

15:02 Each full-time employee shall be paid an annual shoe allowance of one hundred and sixty dollars (\$160.00). Each part-time employee shall be paid an annual shoe allowance of one hundred and thirty-five dollars (\$135.00). Effective December 2022 the shoe allowance will increase to one hundred and seventy dollars (\$170.00) for full-time and one hundred and forty-five dollars (\$145.00) for part-time.

The shoe allowance shall be paid on the first pay period in December of each subsequent year.

All employees will be required to wear "non-slip" shoes at work and failure to do may result in disciplinary action.

ARTICLE 16 - HOURS OF WORK, OVERTIME & OTHER WORKING CONDITIONS

16:01 For mandatory training sessions, employees will be paid for time spent in the training only.

The recognized work week for all employees within the bargaining unit shall be thirty-seven and one-half (37½) hours provided such hours of work are available.

In the event such hours of work are not available, no shift shall be less than four (4) hours in duration for part-time employees and seven and one-half (7½) hours for full-time employees.

- 16:02 a) The Company shall pay time and one-half (1½) the regular rate of pay for all time worked in excess of seven and one-half (7½) hours in any day. Overtime shall be offered by seniority in the following manner:
- i) Full-time employees on duty and who are able to perform the work.
 - ii) Part-time employees on duty and who are able to perform the work, if no full-time employee in (1) above accepts the overtime.
- b) No employee will be disciplined for refusing to work beyond the end of their shift.

- 16:03 a) The Company agrees that it will post work schedules covering two (2) week periods of time, two (2) weeks in advance. It is further agreed that such schedules shall not be changed after the date when the schedule starts, and additional shifts will not be added without the consent of the employees concerned. Further, it is agreed that work schedules covering the Christmas and New Years periods shall be posted by November 15th of each year.

Employee requests for changes in posted work schedules must be submitted, in writing and co-signed by the employee willing to exchange shifts, and subject to the approval of the Company but will not be unreasonably denied. In any event, it is understood that any change in schedules initiated by the Company shall not result in overtime compensation or payment. Employees shall not be permitted to switch shifts for which they previously requested not to work and are no longer scheduled for. Shift exchanges do not have to be for an equal amount of hours. The employee shall be paid the rate of pay for the classification worked.

- b) Work schedules to be posted shall reflect that priority consideration shall be given to the preference of employees, by seniority, in the scheduling of general help shifts, provided the employee has the ability to perform the required work.

Should the hours of a shift change, the employee must resubmit to the Employer, their revised shift preference.

- 16:04 Work schedules shall be arranged so as to permit employees to have one (1) weekend off in two (2) whenever possible with a guarantee of one (1) in three (3) for full-time employees, the days off shall be consecutive. It is understood that the Company may be required to schedule employee's time off by granting days off that are not consecutive.

In such an event, the employees concerned will be the junior employee according to seniority. It is further understood that part-time employees may request up to two (2) days off per week where they do not have to make themselves available for call-ins. Such a request must be made one (1) week prior to the commencement of the work schedule posted in accordance with Article 16.03 (a).

16:05 The Company agrees to provide two (2) paid fifteen (15) minute breaks for employees working more than five (5) hours per day and will provide one (1) paid fifteen (15) minute break for employees working five (5) or less hours per day.

16:06 Full-time employees who report for work for which they are scheduled shall be granted at least four (4) hours of work or if no work is available shall be paid for at least four (4) hours time at his or her regular rate. Part-time employees who report for work for which they are scheduled shall be granted at least fifty percent (50%) of the scheduled hours of work or if no work is available shall be paid for fifty percent (50%) of scheduled hours time at his or her regular rate. This provision shall not apply in the event of fire or flood or other emergencies beyond the control of the Company.

16:07 An employee who is required to work at a higher rated job shall be paid at the higher rate of pay for all hours worked at such a job.

The higher rated job shall first be offered by order of seniority providing such employee is trained for such work [subject to 16.10 b) iii].

16:08 Holidays not worked and paid for at straight time shall count as a day of work for the purpose of computing weekly overtime.

16:09 It is agreed between the parties that persons excluded from the bargaining unit shall not displace employees within the bargaining unit by performing any duties within the bargaining unit except in the event of emergencies beyond the control of the Company and for a limited period only, and for the purpose of instructing new employees.

16:10 a) It is agreed that a full-time employee, strictly according to seniority, shall have claim to all available hours of work within his or her classification up to and including what constitutes a regular full week of work.

b) Part-time Employee Scheduling Principles

i) In all cases of scheduling or otherwise offering part-time hours, preference will be given for full shifts (7.5 hours) by order of seniority.

ii) It is understood that part-time employees must be trained in order to be considered for any assignment, except for Cook and Assistant Cook.

iii) Part-time employees will be given reasonable opportunity to train for a variety of assignments. Part time employees trained for cooking and catering will be scheduled by order of seniority as above. The cooking and catering hours will be distributed equally notwithstanding Article 16:07 cooking or catering call-ins shall also be distributed equally.

In accordance with the foregoing Principles:

Part-time employees (top 4 seniority) will be scheduled by order of seniority up to 48 hours per bi-week each. Should forty eight (48) hours per bi-week not be available for all four (4) senior employees then the senior employee(s) shall be scheduled forty eight

(48) hours first until all available hours have been scheduled. Once the top four (4) senior have been scheduled forty eight (48) hours, the remaining available hours are divided as equally as possible among part-time employees until they reach forty eight (48) hours.

All other days that become available will be scheduled one day at a time to part-time employees by order of seniority.

16:11 The Company undertakes that there will be no split shifts.

16:12 When an employee is scheduled to work thirty-seven and one-half (37½) hours in a week and they are requested to work any additional authorized hours she shall have the option of receiving the equivalent number of hours off or receiving an overtime premium of one and one-half (1½) times her regular straight time hourly rate of pay for all authorized hours worked.

16:13 Part-time employees will not be scheduled for more than five (5) consecutive days without mutual consent.

16:14 **Training**

All employees shall be trained for General Help shifts as needed. A sufficient number of employees shall be trained as Cook as needed and not being trained as cook will not be a reason to be denied a job posting.

16:15 If there is scheduled in services outside of an employees regular scheduled shift in which they attend, employees will be paid there appropriate rate for the actual time spent in such training. In services will be a minimum of 2 hours in duration.

ARTICLE 17 - JURY DUTY

17:01 The Company agrees to pay to any employee with seniority who is required to serve on a jury, or is subpoenaed as a Crown Witness, the difference between the regular wages he would have earned during such period and the remuneration received as a juror or Crown Witness. The employee must provide proof of service and the remuneration received and must return to work when released from duty.

ARTICLE 18 - VACATIONS

18:01 The vacation year will be from July 1 to June 30 with vacation entitlement calculated as of June 30 in each year. Vacation entitlement shall be based on continuous service as of June 30 as follows:

- a) Up to one (1) year continuous service - one (1) day for each full month up to a maximum of ten (10) days vacation with pay.
- b) One (1) year but less than three (3) years continuous service - two (2) weeks vacation with pay.

- c) Three (3) years but less than seven (7) years continuous service - three (3) weeks vacation with pay.
- d) Seven (7) years but less than fifteen (15) years continuous service - four (4) weeks vacation with pay.
- e) Fifteen (15) or more years of continuous service - five (5) weeks vacation with pay.
Effective July 1, 2019 twelve (12) years but less than twenty-one (21) years of continuous service – five weeks vacation with pay.
- f) Twenty-two (22) years of continuous service - six (6) weeks vacation with pay.
Effective July 1, 2019 twenty-one (21) years but less than twenty-seven (27) years of continuous service – six (6) weeks vacation with pay.
- g) Twenty-eight (28) or more years of continuous service – seven (7) weeks vacation with pay.
Effective July 1, 2019 twenty-seven (27) years or more years of continuous service – seven (7) weeks vacation with pay.

18:02 For the purpose of clarity, continuous service as it appears in this Article shall mean:

- i) approved leave of absence,
- ii) scheduled days off,
- iii) vacations and statutory holidays,
- iv) suspensions,
- v) absence due to illness or injury for a period of up to one (1) year.

18:03 Employees absent from work for three (3) months or longer in the vacation year (July 1 to June 30) due to illness or injury, or layoffs, or approved leave of absence, will have their vacation pay calculated on a percentage basis in accordance with their vacation entitlement, which will be based on length of employment, e.g.,

- i) five (5) weeks entitlement - 10%
- ii) four (4) weeks entitlement - 8%
- iii) three (3) weeks entitlement - 6%
- iv) two (2) weeks entitlement - 4%
- v) six (6) weeks entitlement - 12%
- vi) seven (7) weeks entitlement – 14%

- 18:04 a) All vacation requests must be submitted by May 1 in each year.
- b) Vacation schedules will be posted by May 30 in each year.
- c) The choice of vacation times shall be granted based upon employees' requests in accordance with their seniority subject to the necessity, however, of maintaining sufficient staff to efficiently operate the Company's business.
- d) Employees may take their full vacation entitlement at one time.

18:05 Any requests for vacation received after May 1st in each year shall be dealt with only after the vacation requests received by May 1st in each year have been dealt with. Late requests will in no way displace or change already approved and posted vacation schedules. Late requests shall be submitted a minimum of forty-eight (48) hours of the vacation day being requested, and shall be dealt with on an individual basis and approved at the sole discretion of the employer. Such late requests shall not be unreasonably withheld. Any vacation requests submitted after May 30th shall be dealt with and a reply given to the employee within one (1) week of their submission.

18:06 Employees will be allowed to schedule their vacation in one (1) day increments.

ARTICLE 19 - WELFARE PROGRAM

19:01 Employee benefits are set forth in Schedule "B" attached to and forming part of this Collective Agreement.

ARTICLE 20 - WAGES

20:01 The Company agrees to pay the wages as set out in Schedule "A" attached. It is further agreed that wages shall be paid bi-weekly.

20:02 Any error on pay cheques of seven and one-half (7½) hours or greater must be corrected within seventy-two hours, provided the Employer is notified by the close of business on the Monday following receipt of pay cheques. Any error on pay cheques less than seven and one-half (7½) hours must be corrected no later than the next pay day.

ARTICLE 21 - PART-TIME EMPLOYEES

21:01 Schedule "C" attached to and forming part of this Agreement applies to part-time employees.

ARTICLE 22 - JOB POSTING

22:01 When a vacancy within a classification occurs or a new classification is created, the Company shall post a notice of such a vacancy for a period of seven (7) working days. Applicants shall be considered by the Company on the basis of skill, ability, aptitude and suitability for the required work. Where such factors are relatively equal, seniority shall be the governing factor. Committeepersons will be allowed to apply for employees who are absent during the posting period.

22:02 If there is no applicant with the requisite qualifications, the Company shall fill the vacancy at its discretion.

The first twenty (20) working days in the new classification shall serve as a trial period. Whereupon reasonable grounds it is determined that the employee is not fully capable of performing the duties, they will be returned to their former position. Or if the employee so desires, they may return to their former position within the said twenty (20) working days. The employee will receive the rate of pay for the job and receive proper instruction.

22:03 The Union shall be notified in writing of the names of all successful applicants within ten (10) working days of the expiry of the posting.

22:04 It is understood that the Company may temporarily fill any vacancy until the job posting procedure has been exhausted.

22:05 a) Temporary vacancies which are not expected to exceed sixty (60) calendar days and vacancies arising due to illness, accident, or leave of absence may be filled at the discretion of the Company.

b) Temporary vacancies that are expected or exceed sixty (60) calendar days will be filled by a temporary posting and follow the procedure of Article 22. Upon an employees return, the employee(s) who filled the temporary vacancy(s) shall be returned to the classification that the employee(s) left if possible.

22:06 a) In the event the Employer wishes to initiate a new job classification, the proposed wage rate must be negotiated with the Union. This shall be done prior to the posting or establishment of the new position.

b) For the purposes of (a) above either party may refer any dispute directly to arbitration. Such arbitrated decision must be given prior to implementation.

ARTICLE 23 - HEALTH & SAFETY

23:01 It is agreed that the Occupational Health and Safety Act R.S.O. 1990, C.O.I. as amended by S.O. 1992, c.14 s.2 hereafter referred to as the Health and Safety Act is incorporated into and forms part of this agreement. The Employer and the Union agree to abide by those provisions unless this agreement provides otherwise.

Amendments to the Health and Safety Act other than those indicated above shall not be incorporated into this agreement except upon written agreement of the parties.

23:02 All incident reports and Workers Compensation Board Form 7s will be copied to the Joint Health and Safety Representatives within thirty (30) calendar days of the occurrence. All confidential information will be blotted from the copies (i.e. names).

23:03 The employer and the Union agree that they mutually desire to maintain standards of health and safety in the hospital in order to prevent accidents, injury and illness.

The employer agrees to accept one (1) health and safety representative selected or appointed by the Union from amongst bargaining unit employees.

The Employer agrees to cooperate reasonably in providing necessary information to enable the health and safety committee to fulfill functions.

The Union agrees to endeavour to obtain full cooperation of its membership in the observation of all safety rules and practices. At no time shall the number of employer members on the committee be greater than the number of Union members on the committee.

The health and safety representatives shall function at all times in accordance with the Occupational Health and Safety Act as it may be amended from time to time.

23:04 National Day of Mourning

Each year on April 28, at 11:00 a.m., work will stop (subject to operational requirements) and one minute of silence will be observed in memory of workers killed or injured on the job.

ARTICLE 24 – NO DISCRIMINATION

24:01 The Company and the Union jointly agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of race, colour, creed, national origin, sex, marital status, religious or political affiliations, membership or non-membership in the Union, further agrees that there will be no Union activity or meetings on the Company's premises except as permitted by the Company or otherwise provided for in this agreement. The parties are bound by the Human Rights Code.

ARTICLE 25 – WORKPLACE HARASSMENT

25:01 The parties are committed to providing a harassment free workplace.

To that end, it is agreed that there will be no discrimination practiced by either party or by any of the members covered by this agreement on the basis of race, creed, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, status, family status or handicap red; Ontario Human Rights code, Sec. 5(2).

(a) Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, family status or handicap. Ref: Ontario Human Rights Code, Sec. 5(2).

(b) Every person who is an employee has a right to freedom from harassment in the workplace because of sex or sexual orientation by his or her employer or agent of the employer or another employee. Ref: Ontario Human Rights Code, Sec. 5(2).

(c) Every person has a right to be free from:

- i) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - ii) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person.
Ref: Ontario Human Rights Code, Sec. 5(2).
- (d) A member who believes that she has been harassed or discriminated contrary to this provision, may file a grievance under Article 6 of this Agreement or in the alternative an employee may pursue the matter through the Ontario Human Rights Commission.
- (e) Note: Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Ref: Ontario Human Rights Code, Sec. 5(2).

The employer and the Union recognize their joint duty to accommodate handicapped employees in accordance with the provisions of the Ontario Human Rights Code.

ARTICLE 26 – SHIFT PREMIUM

26:01 Weekend Premium

A sixty cents (60¢) weekend premium will be paid for all hours worked between the start of the shift commencing on or about 2300 hours Friday and the end of the shift ending on or about 2300 hours Sunday. Effective upon ratification, the above premium will increase to eight cents (80¢) per hour.

ARTICLE 27 – VACCINATION

27:01 (a) Hepatitis B Vaccine

Where the Employer's client identifies high risk areas where employees are exposed to Hepatitis B, the Employer will reimburse, the cost of the vaccine to the employees, provided there is no cost neutral option available.

(b) Influenza Vaccine

The Parties agree that influenza vaccinations may be beneficial for patients and employees. Employees shall, subject to the following, be required to be vaccinated for influenza.

- i. If the full cost of such medication is not covered by some other source, the Employer will pay the full incremental cost for the vaccine and will endeavour to arrange for vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

- ii. The Employer recognizes that employees have the right to refuse any required vaccination.
- iii. If an employee refuses to take the vaccine required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the hospital until such time as the employee is cleared to return to work. An employee may if they choose, use their vacation time during this absence.
- iv. If an employee refuses to take the vaccine because it is medically contraindicated, 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 paid. It is agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- v. Notwithstanding the above, the Employer may arrange for the vaccine on a voluntary basis to an employee free of charge.
- vi. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 28 - DURATION OF AGREEMENT

28:01 This agreement shall be in effect from the 1 day of September, 2021 and shall remain in effect until the 31 day of August, 2024 and shall continue in force from year to year thereafter unless notice in writing of termination or proposed revision of this agreement is given by either party not more than ninety (90) days prior to August 31, in the year the collective agreement expires. Notice of revisions shall set forth in writing the nature of the proposed amendments to this agreement.

DATED IN WINDSOR, ONTARIO THIS ____ DAY OF _____, 2022

ARAMARK CANADA LTD.

DocuSigned by:
Jade Murray
 7747881AE4C34D5

DocuSigned by:
Paula Piscitelli
 A7721B97D701472

DocuSigned by:
Steven Kowoff
 E5F6CAAE8EE3437

UNIFOR AND ITS LOCAL 2458

Marcos Lima

Ang Dyck

Jason

Mr. John

mg/cope343

SCHEDULE "A" - HOURLY WAGE RATES

Classification	Effective Date	Start	6 Months	1 Year
Cooks	09/01/21	\$23.78	\$23.99	\$24.18
	09/01/22	\$24.20	\$24.41	\$24.60
	09/01/23	\$24.68	\$24.90	\$25.09
Asst. Cooks	09/01/21	\$23.05	\$23.21	\$23.45
	09/01/22	\$23.45	\$23.62	\$23.86
	09/01/23	\$23.92	\$24.09	\$24.34
General Help	09/01/21	\$22.51	\$22.73	\$22.87
	09/01/22	\$22.90	\$23.13	\$23.27
	09/01/23	\$23.36	\$23.59	\$23.73
#4 Cafeteria Shift	09/01/21	\$22.79	\$23.03	\$23.15
	09/01/22	\$23.19	\$23.43	\$23.55
	09/01/23	\$23.65	\$23.90	\$24.02

Retroactive wages to be paid within thirty (30) days from ratification by separate cheque.

- 1) Retroactivity: Full retroactivity on all wage increases for all hours paid by the Employer. Any retroactive pay payable under this agreement will be paid within thirty (30) days of the effective date of this Memorandum of Settlement.
- 2) The Employer will submit Job Descriptions to the Union for all classifications within one hundred and twenty (120) days.

SCHEDULE "B" - SCHEDULE OF WELFARE PROGRAMS

1. **Group Insurance**

The Company agrees to contribute 100% of the billed premium rate for a group insurance plan, the major facets of which are:

- i) \$50,000 Life Insurance (effective January 1, 2016)
- ii) \$50,000 A.D.&D. (effective January 1, 2016)
- iii) Major medical with a \$10/\$20 single/family deductible and 100% co-insurance.

The terms of this Group Insurance Plan are set out in the master contract between the carrier and the Company.

2. **Short Term Disability**

- a) The Company agrees to provide a 1-4-26 short term disability plan to a level of 70% of the employees' normal wages. Should the Company decide to self-insure the plan, and register it with the Unemployment Insurance Commission, any

resulting premium reduction shall be the property of the Company by the reason of the benefit improvement as set out herein.

- b) Employees shall be paid sick leave pursuant to #3 of Schedule "B" for the first three (3) scheduled days missed as a result of illness. Where the benefits available under (a) above commence during the first three (3) scheduled days missed, the Employer will top up the amounts payable hereunder to 100% of the Employees daily rate of pay.
- c) The employee shall request a Form from the Unit Director. The employee is responsible for ensuring their attending physician completes the form.

3. Sick Leave

- a) An employee with seniority shall accumulate one and one-half (1½) days credit for each month worked up to a maximum of eighteen (18) days credit.
- b) An employee may utilize such credits when absent from work due to illness, to cover the waiting period for benefits under the Weekly Indemnity Plan, provided the illness is of a duration that would entitle an employee to Weekly Indemnity Benefits in accordance with the Company's Group Insurance Plan to cover the waiting period for benefits under the Weekly Indemnity Plan or to cover lesser periods of time.
- c) The Employer may, at its discretion, have the right to request a medical certificate when an employee has been absent from duty due to illness or injury for two (2) consecutive days or more, or if during the calendar year, an employee has been absent from duty on three (3) separate occasions of one (1) days duration.

The Employer shall pay the full cost of any medical certificate required of an employee and allowed under the Collective Agreement.

4. Dental Plan

Following the satisfaction of the enrolment requirements of the carrier, the Company shall provide all eligible employees, a Dental Plan equivalent to Green Shield Plan 66 based on current O.D.A. rates.

The Company will pay 90% of the billed premiums for the Plan and the employees will pay the remaining 10% of the billed premium through payroll deduction each month.

5. Vision Care Plan

The Company will introduce a Vision Care Plan which will provide payment equal to three hundred dollars (\$300.00) per twenty-four (24) month period. The Employer will pay one hundred percent (100%) of the premium Effective January 1, 2020 – Visioncare benefit provides for \$350.00 reimbursement maximum per covered individual in any 24 calendar months for the cost of the purchase of frames, lenses, (including contact lenses) and fitting of prescription glasses, when recommended by a physician or

optometrist. Plus the cost of an eye exam every 24 months. Subject to reasonable and customary amounts.

6. Pension Plan Covering Full and Part-time Employees

Section.01

As of the date of ratification, each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to four and a half percent (4.5%) of applicable wages to the Nursing Homes and Related Industries Pension Plan being a multi-employer pension plan (the "Plan") for employees of Participating Ontario Nursing Homes and Related Industries. The Employer shall match such contributions, the amount being four and half percent (4.5%) of applicable wages.

Commencing November 2013, each eligible employee covered by this Collective Agreement shall contribute from each pay cheque an amount equal to five percent (5%) of applicable wages to the Nursing Homes and Related Industries Pension Plan being a multi-employer pension plan (the "Plan") for employees of Participating Ontario Nursing Homes and Related Industries. The Employer shall match such contributions, the amount being five percent (5%) of applicable wages.

Section .02

The definition of "applicable wages" for purposes of determining contributions to the Union designated Pension Plan shall be the basic straight time wages for all hours worked including straight time holiday pay and vacation pay. All other payments of any nature are hereby excluded.

Section .03

Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed 975 hours of service.

Section .04

The Employer and Employee contributions shall be paid by the Employer to the Plan within thirty (30) days after the last day of the month for which the contributions are payable.

Section .05

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 toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

Section .06

The Employer agrees to provide to the Administrator of the Nursing Homes and Related Industries Pension Plan on a timely basis with all information require pursuant to the Pension Benefits Act, 1987, which the Administrator may reasonable require in order to properly record the process pension contributions and pension benefits.

Section .07

All centrally agreed upon Letters of Understanding as they appear in the Extendicare Collective Agreement, which expires December 31, 1994, are also agreed to and form part of this collective agreement.

7. **Premium Reduction**
In the event that any Company paid premiums for benefits covered under this Collective Agreement are subsequently reduced and/or eliminated for any reason, such premium reduction and/or elimination shall be the sole property of the Company.
8. **Duplication of Benefits**
The provisions of this Agreement shall not be interpreted in such a manner as to allow any duplication of premium or benefits provided for under this Agreement.
9. **Continuation of Benefit Coverage**
In the event an employee is off work due to illness, accident or an approved leave of absence, the Company shall continue paying its portion of the monthly billed premiums for the Benefits provided for up to the first three (3) months the employee is off work. Following this three (3) month period the employee may continue benefit coverage for up to an additional three (3) calendar months by paying to the Company an amount equal to the billed premiums each month.
10. The Company agrees that in the event a new benefits carrier is selected, employees in the bargaining unit will maintain the equivalent of their current benefit coverage and will be issued a new benefits booklet.
11. **Orthotics**
Orthotics will be paid at \$500 every 5 years.

SCHEDULE "C" - PART-TIME EMPLOYEES

All employees regularly employed for not more than twenty-four (24) hours per week will be considered part-time employees and are subject within their own group to the provisions of the Collective Agreement subject however to the following amendments.

Wages

Part-time employees will be paid as per Schedule "A" hourly rates of pay:

Benefits

Part-time employees are not eligible for group insurance coverage and no company contributions will be made on their behalf.

The part-time in lieu of benefits will increase from ten percent (10%) to (10.5%), effective September 1, 2019.

Vacation Pay

Part-time employees will receive vacation pay calculated in accordance with Article 18 as follows:

Part-time employees vacation pay for the preceding twelve (12) months (July 1 to June 30) will be paid out to employees in a lump sum on the first full pay period in July of each year.

- i) 4% of employees gross earnings if they qualify for two (2) weeks vacation or less;
- ii) 6% of employees gross earnings if they qualify for three (3) weeks vacation entitlement;
- iii) 8% of employees gross earnings if they qualify for four (4) weeks vacation entitlement;
- iv) 10% of employees gross earnings if they qualify for five (5) weeks vacation entitlement.
- v) 12% of employees gross earnings if they qualify for six (6) weeks vacation entitlement.
- vi) 14% of employees gross earnings if they qualify for seven (7) weeks vacation entitlement.

LETTER OF UNDERSTANDING #1

The Company will continue its current practice of scheduling full-time employees for every other weekend off. The Company will also schedule any of the top two (2) seniority part-time employees every other weekend off when requested.

They must indicate in writing of their desire by December 1st of each year for the following year and no change can be made except by mutual agreement during that year. It is understood that an employee may be requested to work on their weekend off to accommodate vacation requests.

LETTER OF UNDERSTANDING #2

The parties agree that a pay week is defined as Thursday to Wednesday.

Any full-time employees who agree to work a scheduled day off shall have the option of receiving the equivalent number of hours off or receiving an overtime premium of one and one half (1½) times her regular straight time hourly rate for all authorized hours worked.

It is understood that employees will not have a regular schedule of greater than five (5) consecutive work days (37½ regular hours).

For part-time employees called in on their day off, overtime will not be paid unless they have worked more than 37½ regular hours within the Thursday to Wednesday, one week period.

LETTER OF UNDERSTANDING #3

The parties agree that for the purpose of Call Ins, the Employer shall first offer available early shift Call Ins (General Help only) to full-time employees scheduled to work on the late shift(s).

The remaining vacant shift(s) shall then be offered as per Article 16:10.

LETTER OF UNDERSTANDING #4 - RE: REVISED CALL-IN PROCEDURES FOR GENERAL HELP SHIFTS DATED OCTOBER 12, 2005

The following is to clarify the above noted Letter of Understanding:

Note

1. Late shifts are considered those shifts beginning at 1100 hours, and thereafter (so #5 & #6 shifts are considered late shifts).
2. #10 grocery is dependent on the distribution schedule.

Procedure

The parties agree that for the purpose of Call-ins the employer shall first offer available early shift call-ins (general help only) to full-time employees scheduled to work on the late shifts. (#3, #4 shifts are considered early shifts).

For the purpose of this call in procedure, when there is a vacancy on the #3 shift, the #4 shift will be considered a late shift and the above will apply.

The remaining vacant shift(s) shall then be offered as per the Article 16.10. This shall proceed in the following manner (ie. if a) not applicable, then b) then c). Specifically,

- a) By order of seniority, the available more preferable shifts will be first offered to those part-time employees already scheduled to work that day regardless of the total hours in the bi-weekly period.
- b) By order of seniority, if a part-time employee has less than their forty-eight (48) hours scheduled in the bi-weekly period and is not scheduled to work that day, this person is eligible for these available hours.
- c) By order of seniority, if a part-time employee has a minimum of 48 hours scheduled in the bi-weekly period and is not scheduled to work that day, this person is not eligible for these available hours.

During negotiations the parties discussed the call in procedure and revised this letter to clarify the current practice. The Company agrees to continue the current practice pertaining to call ins for both full-time and part-time employees as per their preferences and in accordance with Article 16 and this letter.

LETTER OF UNDERSTANDING #5 – RE: PAID EDUCATION LEAVE (P:E:L)

Annual payment of five hundred dollars (\$500.00) to the Union's Paid Education Leave Program will be sent to the address supplied by the Union during the month of January. The Local will be notified in writing when payment is sent.

LETTER OF UNDERSTANDING #6 – RE: MEAL ALLOWANCE

The current meal allowance discount employees receive will be increased to fifty percent (50%).

LETTER OF UNDERSTANDING #7 – RE CALL-IN PROCEDURE

The parties discussed the call-in procedure and the need for a fair and consistent procedure to be followed when calling employees in including a reasonable amount of time prior to moving to the next employee entitled.

Part-time employees will not be charged hours after 11:00 a.m. for refusing a shift.

LETTER OF UNDERSTANDING #8 – RE: PART-TIME CASUAL EMPLOYEES

The parties agree to implement the following on a trial basis only and shall review this process on an ongoing basis as the need arises.

The parties agree to employment of part-time (casual) employees under the following terms:

1. Casual part-time employees are those employees hired on an "on call" basis only and shall have no scheduled hours. Casual employees shall only be utilized after all full-time employees have been scheduled for seventy-five (75) hours bi-weekly (or less by mutual agreement) and available part-time employees have first been scheduled their regular shifts and have then been offered all additional (replacement) hours.

A part-time employee shall be deemed to be unavailable if:

- i) They have already worked or are scheduled to work seventy-five (75) hours bi-weekly.
 - ii) They are already scheduled to work on the day the replacement hours are available.
2. Casual employees shall not be utilized if:
 - i) Full-time employees are on layoff and/or reduced hours of work and/or;
 - ii) Part-time employees are on layoff and/or reduced hours of work.
 3. Casual employees shall not accumulate bargaining unit seniority, however, they shall be placed on the casual "call-in" list by date of hire, for call-ins.

Once a casual employee is hired as a part-time or full-time employee, they shall have their seniority credited back to their casual date of hire, upon completion of the probationary period.

4. Once the job posting procedure has been completed and permanent job vacancies remain, they shall be offered by seniority to casual workers in the department of the vacancy.
5. Either party may cancel this agreement with two (2) weeks notice.

LETTER OF UNDERSTANDING #9

For the term of this Collective Agreement, the parties may continue the practice of part-time employees being scheduled up to 52½ hours in a pay period and still be considered part-time employees for the purpose of this collective agreement.

LETTER OF UNDERSTANDING #10

All Employees will be required to participate in an online Anti-Harassment training program administered by the Hospital on an annual basis.

After the first year of the program, the parties will meet to review the program and determine the need for any additional program or training.

LETTER OF UNDERSTANDING #11 – RE: SUMMER STUDENTS

During the course of negotiations, the parties agreed that it may be permissible for The Company to use students for scheduled and call-in hours during the summer months of May, June, July and August to cover for vacations and other absences. Students will be paid at the rate of \$15.00 per hour. Effective upon ratification students will be paid at the rate of \$16.00 per hour.

Or fifty cents (50¢) above the minimum wage in effect at that time, whichever is greater. Such use may be by mutual agreement of which will not be unreasonably denied.

LETTER OF UNDERSTANDING #12 – RE: GIVEAWAYS

Employees shall be allowed to giveaway shifts provided the following conditions are met;

1. Employees may only give away one (1) shift per month.
2. It is the Employee's responsibility to giveaway their shift to a replacement who has the skill and ability to perform the work, in accordance with the call in procedure. Giveaways do not have to be for an equal amount of hours. The employee shall be paid the rate of pay for the classification worked.
3. Giveaways will not result in any overtime compensation, payment or provision. A giveaway that would otherwise result in an employee receiving overtime pay would make that employee ineligible to accept the giveaway.
4. An employee giving away a shift must submit in writing that an exchange has indeed occurred and the employee accepting the giveaway shift must cosign in acceptance.
5. Giveaways must be submitted to the Company a minimum of 48 hours in advance of the shift being given away and not prior to the posted schedule. Giveaways with less than 48 hours notice will be considered and not unreasonably denied.
6. Once a giveaway is cosigned by employees, it cannot be reversed. Unless in an emergency situation.

7. The employee accepting the giveaway has the obligation to work the shift. Unless in an emergency situation.
8. Giveaway shifts will not result in an employee's status changing from Part-time to Full-time.
9. The employee requesting the giveaway must find their own replacement, in accordance with the procedure in Letter of Understanding #4.
10. It is understood that as a result of unforeseen business needs when additional employees are required (for e.g. catering), the Company reserves the right to cancel the giveaway and return the person who gave away the shift back to their regularly scheduled shift.
11. Giveaways will be tracked by the employer.

LETTER OF UNDERSTANDING #13 – RE: HOURS OF WORK

During negotiations the parties discussed current hours and the reduction of hours that took place during the term of the previous Collective Agreement.

The Employer agrees that within 90 days of ratification the parties will meet specifically on the #5 and #6 shift to review the current workload and agrees to meet at Labour Management Meetings when issues arise and to continue to monitor the workload.

LETTER OF UNDERSTANDING #14 – RE: MENTAL HEALTH/HEALTH AND SAFETY

The parties agree that a psychologically healthy work environment is a desirable objective for both the home and its employees. The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agree to work together during the life of the agreement in hopes of engaging managers and employees on mental health issues and their effect on the workplace. Both parties shall respect the confidentiality of employees.

LETTER OF UNDERSTANDING #15 – RE: WORKLOAD REVIEW

During negotiations the parties discussed workload issues and recent added responsibilities. The parties agree to meet at Labour/Management Meetings to review such concerns in an effort to identify and resolve any such issues with open discussions and recommendations.

LETTER OF UNDERSTANDING #16 – RE: WEEKEND SCHEDULING

During negotiations, the parties discussed Letter of Understanding #1 and the practice of scheduling part-time employees every other weekend off.

The parties further discussed the possibility of increasing the number of part-time employees by up to two (2) additional employees.

The parties agree to meet within ninety (90) days of ratification to review scheduling options to consider this increase. If scheduling permits and the employer can accommodate an increase it will implement such change. In addition, the parties may agree into a trial period to ensure the feasibility of such change.

APPENDIX "A" - CONTRACTING OUT

The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a reduction of hours or a layoff of any employees other than casual part-time employees results from such contracting out.

Notwithstanding the foregoing, the Employer may contract work usually performed by six (6) members of the bargaining unit without such contracting out constituting a breach of this provision if the Employer provides in its commercial arrangement contracting out the work that the contractor to whom the work is being contracted, and any subsequent such contractor, agrees;

- 1) to employ the employees thus displaced from the Employer; and
- 2) in doing so to stand, with respect to that work, in place of the Employer for the purposes of the Employer's collective agreement with the Union, and to execute an agreement with the Union to that effect.

In order to ensure compliance with this provision, the Employer agrees that it will withdraw the work from my contractor who has failed to meet the aforesaid terms of the contracting out arrangement.

On request by the Union, the Employer will undertake to review contracted services which fall within the work of the bargaining unit. The purposes of the review will be to determine the practicality of increasing the degree to which bargaining unit employees may be utilized to deliver such services in the future.

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