

COLLECTIVE AGREEMENT

BETWEEN

ARAMARK CANADA LTD.

AND

**UNITED STEELWORKERS
LOCAL 1-2010**

January 1, 2014 to December 31, 2016

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ARAMARK CANADA LTD.

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COLLECTIVE AGREEMENT

BETWEEN

ARAMARK CANADA LTD.

AND

**UNITED STEELWORKERS
LOCAL 1-2010**

ARTICLE I - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain Collective bargaining relations between the Employer and its employees and to provide machinery for prompt and equitable disposition or grievances, and to establish and maintain satisfactory working conditions, for all employees who are subject to the provisions of this Agreement as follows:

ARTICLE II - RECOGNITION

2.01 The Employer recognizes the Union as the bargaining agent of all employees of ARAMARK Canada Ltd. at the Notre-Dame Hospital, Hearst, Ontario save and except Supervisors and persons above the rank of Supervisor.

2.02 No employee shall be required or permitted to make any written or verbal agreement, which may conflict with the terms of this Contract.

2.03 Persons not in the bargaining unit shall not normally perform work normally performed by employees in the bargaining unit if that will result in a reduction in hours worked by the bargaining unit members as a whole.

ARTICLE III - MANAGEMENT RIGHTS

3.01 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, retire, discharge, transfer, classify, promote, demote or discipline employees provided a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter

provided; the parties recognize that a lesser standard may apply when disciplining or discharging probationary employees.

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 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.

ARTICLE IV - WAGE SCHEDULE

4.01 The Wage Schedule is attached hereto and forms a part of this Agreement.

4.02 If a new classification (which is covered by the terms of this Agreement is established by the Company, the Company shall set the rate of pay for the new classification and advise the Union of same. If the Union challenges the rate, it has the right to request a meeting with the Company to endeavour to negotiate a

mutually satisfactory rate. Such request will be made within seven (7) days after the Union has been advised to the new classification and rate of pay. Any change mutually agreed to those results from such meeting shall be retroactive to the date the new classification was established. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement within ten (10) days of such meeting. The decision of the Board of Arbitration (or sole Arbitrator) shall be based on the relationship established by comparing all classification rates in the bargaining unit having regard to the requirements of the new classification.

4.03 A time and earnings statement will be provided to each employee for each pay period. This statement will carry complete details of rates of pay, time worked, earnings and deductions covering the period. The statement will show accrued vacation pay when the ARAMARK System is modified to include such information.

4.04 The Company shall include on each employee's income tax (T-4) slip the amount of Union dues deducted in the calendar year.

**ARTICLE V - CHECKOFF AND
UNION SECURITY**

5.01 Every employee shall, as a condition of employment, make application for membership in the Union and shall make regular dues payments and when accepted into membership by the Union shall maintain such membership in good standing. The Employer will inform all new employees of this condition of employment at the time of hiring and present them with a copy of the Agreement.

5.02 The Employer shall put employees on checkoff at the time of hire, or return to work and deduct the Union monthly membership dues from monies due him.

5.03 For each individual employee who is a member of the Union or becomes a member, the Employer will on his behalf and upon his written authorization or upon written notice by the Union, pay Union initiation fees and/or monthly membership dues from monies due him.

5.04 Remittance of all deductions shall be sent to the Local Union; said remittance to be accompanied by itemized lists in alphabetical order, in duplicate, of names with Christian names and amounts. The

Employer will endeavour to deliver these lists as soon as possible, but not later than the end of the following month.

5.05 The Union agrees to save the Company harmless from any action growing out of these deductions and commenced by any employee against the Company and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Union.

5.06 Business agents of the Union are entitled to meet with local management or union representatives by first making an appointment or obtaining permission, which will not unreasonably be denied, for the purpose of reviewing grievances.

The Union shall keep the Company notified in writing, of the names of the Steward and business agent and the effective date of their appointment. The Company shall not be required to recognize a steward or committeeman until so notified in writing of his election or appointment.

ARTICLE VI - VACATION WITH PAY

6.01 Vacation with pay credits shall be paid on the following basis to all employees:

- a) 6% of wages (3 weeks of vacation) for employees who have one (1) year or more of seniority and less than **six (6) years** of seniority.
- b) 8% of wages (4 weeks of vacation) for employees who have **six (6) years** of seniority or more but less than **fifteen (15) years** of seniority.
- c) 10% of wages (5 weeks of vacation) for employees who have **fifteen (15)** or more years of seniority, but less than twenty-five (25) years of seniority.
- d) 12% of wages (6 weeks of vacation) for employees who have twenty-five (25) years or more of seniority.
- e) The vacation accrual period will be July 1st to June 30th.
- f) Employees shall receive an annual vacation with pay in accordance with credited service as of June 30 each year.

6.02 A vacation list will be posted April 1st to May 1st. Employees will indicate their preferences in writing prior to May 1st.

The Employer will determine the vacation period for each employee taking into consideration the preferences expressed by the employees, their seniority, and the needs of the organization.

A definite list will be posted no later than May 31st.

All vacation must be taken between July 1st and June 30th.

6.03 Accrued vacation with pay shall be paid to each employee at the time vacation is taken.

ARTICLE VII - HOLIDAYS WITH PAY

7.01 The Employer recognizes twelve (12) paid holidays including any additional holidays as declared by governmental decree. The following have been identified as paid holidays for employees:

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

7.02 Three (3) floating holidays per calendar year for each regular full time employee will be granted in addition to the

above-named holidays and must be used prior to December 31. Such floating holiday will be paid at the employee's regular rate of pay equivalent to his regular daily hours of work. Except for emergency situations, requests for a floater are to be submitted in writing to the Supervisor at least five (5) working days prior to the posting of the schedule per Article 11.01. Requests will not be unreasonably refused.

7.03 Payment for a paid holiday will be based on the employee's regular hourly rate multiplied by the number of hours the employee was scheduled to have worked that day.

7.04 Eligibility:

The employee must have worked minimally twelve (12) days during the four (4) week period preceding the public holiday;

The employee must have worked the regularly scheduled day immediately prior to and following the scheduled holiday;

The employee must have worked the scheduled public holiday if so scheduled;

Subject to the above, employees that have completed their probationary period;

Entitlement to floaters will be calculated pro rata for employees that will not have one complete year of service concluded as a regular full-time employee on December 31.

7.05 When any of the above-noted holidays falls on a Saturday or a Sunday, the Friday preceding or the Monday following shall be recognized for holiday purposes as scheduled.

7.06 In the event that a statutory holiday occurs during a vacation period the vacation period will be extended.

7.07 An employee who is obliged to cease work due to a lay-off during the seven (7) calendar day period immediately prior to the holiday(s), shall receive holiday pay for the statutory holiday(s) within such thirty (30) calendar day period.

ARTICLE VIII –
ADJUSTMENT OF GRIEVANCES

8.01 A grievance will be defined as any difference, dispute, or complaint arising from the interpretation, administration, application or alleged violation of this collective agreement, and will be submitted to the company within five (5) working days of the event in question, or five (5) working days from the time the employee or the

Union should reasonably have known of the occurrence of the event upon which the grievance is based, in accordance with the following procedure:

Step I -

Any employee having a grievance shall first discuss the grievance with his immediate Supervisor, who shall attempt to adjust it.

Step 2 -

In the event the grievance is not satisfactorily settled in Step I, the grievance shall be reduced to writing on forms provided by the Union and submitted to the employees' immediate Supervisor. A written answer shall be given within ten (10) working days.

Step 3 -

In the event the grievance is not satisfactorily settled in Step 2, the grievance shall be submitted to the District Manager within ten (10) working days from the response in Step 2. A meeting will be held with the Union steward and a union representative. The District Manager shall give a written answer to the Union within ten (10) working days of the Step 3 meeting.

Failing a satisfactory settlement of the grievance at Step 3, the matter may be referred to arbitration, within a period of thirty (30) working days from the receipt of the Company's written answer to Step 3. Disputes that are carried to arbitration shall be heard before a sole arbitrator, or if the parties agree, an arbitration panel.

8.02 The Union shall arrange for the election from its working membership of a Union steward of which shall be an employee of the Company. The Company shall be notified in writing as to the name of the Union steward. The Union steward may be liberated from normal duties for Union business with no loss of earnings provided that this does not interfere with the efficient operation of the Company.

8.03 The Company or the Union may file a policy grievance directly at Step 3 of the grievance procedure. The parties agree to meet within five (5) working days of such grievance being lodged.

8.04 A claim by an employee who has completed his probationary period that has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the District Manager or his designate within five (5) working days after the employee ceases to work for the

Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

8.05 Probationary employees may be disciplined or discharged for a lesser standard than non-probationary employees. The standard will be in keeping with related legislation in the province of Ontario.

8.06 When either party requests that a grievance be submitted to arbitration as herein provided, it shall notify the other party within thirty (30) working days of the decision at Step 3. The Company and the Union shall attempt to agree to a Chairperson within fourteen (14) working days. Should the parties be unable to agree to a Chairperson, the matter shall be referred to the Labour Management Arbitration Commission for determination.

8.07 The decision of a majority of the Board of Arbitration, and failing a majority decision or in the case of a sole arbitrator, the decision of the chairman will be final and binding upon the parties hereto.

8.08 Each of the parties hereto will pay the expenses of its board member to the Board of Arbitration; the parties will jointly bear the fees and expenses of the Chairman or sole arbitrator.

8.09 The Arbitration Board shall not have the power, nor shall it be authorized to make any decision inconsistent with the provisions of the agreement, nor to alter, modify or amend any part of this agreement, nor to add to or subtract from this agreement, but shall base its decision on the contractual rights of the parties as disclosed by this agreement.

8.10 The Arbitration Board shall have jurisdiction to deal with interpretation, application, administration, or alleged violation of this agreement, including any questions as to whether a matter is arbitrable.

8.11 He shall however, in respect to a grievance involving a suspension or discharge, be entitled to modify, or set aside such penalty, or order back pay and benefits, if in the opinion of the arbitrator it is just and equitable to do so.

8.12 When a settlement is agreed upon at any step listed above, such agreement shall be final and binding on both parties.

8.13 The time limits referred to in this grievance procedure may only be extended by mutual agreement between the parties.

8.14 No matter may be submitted to arbitration that has not properly been carried through all previous steps of the grievance procedure.

ARTICLE IX - NO STRIKE NO LOCKOUT

9.01 There shall be no strike, stoppage of work or slowdown, as defined by the Ontario Labour Relations Act, called or supported by the Union or its members, and no lockout caused by the Company during the life of this Agreement or any renewal thereof.

ARTICLE X - WORKING CONDITIONS

10.01 Employees will be paid in full according to ARAMARK payroll system.

10.02 Employees will not suffer from loss of wages when convened for a meeting with management.

When an employee is not scheduled to work, he will attend and will be paid for all time spent at these meetings or sessions with management.

10.03a) Full time employees are entitled to a one (1) year leave of absence without loss of seniority at the discretion of the management. Request for leaves of Absence will not be unreasonably denied.

10.03b) Leave of absences will be considered by management only upon exhaustion of all eligible vacation and floater days.

10.04 The Company will provide three (3) uniforms to full-time and part time employees. Such uniforms will be chosen by the employees from a catalogue provided by the Company, with final management approval.

10.05 The Company will pay a shoe allowance of \$50.00 to each full time employee and \$25.00 to each part time employee, on January 1st of each year.

10.06 The Employer will schedule one (1) staff meeting every two (2) months.

10.07 In the event that the Employer determinesthat contamination/infestation suits are required for the safe

performance of an employee's job duties, such suits will be provided to the employee at the Employer's cost.

10.08 The Company will provide a well maintained First Aid Kit.

ARTICLE XI - HOURS OF WORK

11.01 The Employer will post a schedule covering minimally a two (2) week period, the Monday prior to its application.

11.02 An employee who is called back to work for specific job or task after having left the premises at the end of his normal shift shall be paid a minimum of four (4) hours at applicable rate.

11.03 Any hours worked by an employee in excess of seven (7) hours per day or thirty-five (35) hours in a week shall be compensated at the rate of time and one half the employee's regular hourly rate. There shall be no split shift unless mutually agreed.

11.04 Overtime hours will be distributed in order of seniority amongst those employees on location capable of fulfilling the normal job requirements. In the event no one wishes to do the overtime the least senior employee capable of fulfilling the normal job requirements will be assigned

the overtime.

11.05 The Company and the Union jointly recognizes that it is the responsibility of each employee to be regular in his attendance at work so that orderly schedules may be maintained without requiring overtime or causing undue inconvenience to other employees.

11.06 A shift premium of **.75 cents** per hour for every hour worked after 4:30 p.m. and before 6:00 a.m. **Effective January 1st 2015, increase shift premium to .80 cents/hr.** There shall be no pyramiding of this benefit with any other benefit or benefits, nor shall there be pyramiding of any other benefits found in this Collective Agreement.

11.07 An employee unable to report for work due to sickness or other justifiable reason shall notify his immediate Supervisor as early as possible and in any event not later than one hour before commencement of the shift he was due to report for.

When notifying the Company of absence, an employee must give an estimated date of return. If later he is unable to return on that date, a new return date must be given to the Supervisor on or before the original estimated date of return.

11.08 An employee who works a shift of less than 5 hours duration shall receive one (1) fifteen (15) minutes paid break. An employee who works a shift of equal and/or greater than five (5) hours duration but less than six (6) hours duration shall receive one (1) fifteen (15) minutes paid break and one (1) thirty (30) minutes unpaid meal break. An employee who works a shift of equal and/or greater than six (6) hours duration but less and equal than seven (7) hours duration shall receive two (2) fifteen (15) minutes paid breaks and one (1) thirty (30) minutes unpaid meal break. An employee who works a shift of eight (8) hours duration shall receive two (2) fifteen (15) minute paid breaks and one (1) thirty (30) minute unpaid meal break. Any employee that works greater than eight (8) hours shall receive an additional one (1) fifteen (15) minute paid break. Breaks shall be scheduled at such a time as to minimize interference with the Company's operation.

11.09 The Employer will not assign work to part time employees in a way, which results in a lay off of a full time employee.

ARTICLE XII - SENIORITY

12.01 The Company recognizes the principle of seniority. Seniority will govern subject to reasonable consideration of skill, efficiency and ability in promotions,

transfers, layoffs and recalls after layoffs.

Seniority for the purpose of this Agreement shall mean length of continuous service since the last date of hire. Seniority will continue to accrue during periods of absence provided for in this Agreement.

For the purpose of the part-time employee, 1500 hours of continuous service equals one year.

12.02 An employee will be considered on probation and will not be subject to the seniority related provisions of this Agreement and will not be placed on the seniority list until after having worked sixty (60) days. Should an employee be absent from work during the probationary period, the probationary period will be extended by the number of working days the employee was absent from work.

12.03 When a permanent vacancy occurs, immediate notice thereof will be posted on the bulletin board for a period of seven (7) working days. During this seven (7) working day period the Company may make a temporary appointment among the qualified employees to such vacant permanent position.

The employees will not be considered for such vacant position unless

they apply in writing during the seven-day period on forms to be provided by the Company. A copy of such form will be retained by the applicant.

The permanent vacancy will be filled in accordance with Article 12.01.

When a vacancy is caused by an employee's absence due to disability, sickness, injury or authorized leave of absence of thirty (30) working days or more, such vacancy will be considered and posted immediately as "temporary" in which case the employee whose position has been dealt with as a "temporary" vacancy is entitled upon his return, to resume his former position.

Subsequent temporary vacancies under this article will only be posted 1 additional time.

In all cases, the name of the successful applicant will be posted for at least five (5) working days.

It is agreed however, that temporary vacancies caused by an employee's absence due to disability, sickness, injury or authorized leave of absence, for a period of less than thirty (30) working days, may be filled by temporary appointments and such appointments shall be made according to

seniority.

It is understood that there will be no job postings for permanent vacancies between June 15 and September 15 of each year and during that time frame all permanent vacancies will be filled temporarily. Any permanent vacancies that become available during that time frame, will be posted immediately on September 16th of each year.

12.04 An employee shall lose all seniority and shall be deemed to have terminated employment with the Company:

a) by voluntarily leaving the employ of the Company;

b) if an employee is discharged and is not reinstated pursuant to the grievance and arbitration procedure as provided in this contract;

c) if an employee has been laid off and fails to reply to a recall notice, within (5) days of its mailing by registered mail or being sent a telegram to the employee's last known address and/or failing to return to work within two (2) days of receiving such notice, except in the case where the employee has obtained employment elsewhere, then he will be allowed up to five (5) days to return to work if the

additional time is required to provide sufficient notice to his alternate employer;

d) if an employee overstays a leave of absence granted by the Company without securing an extension in writing, of such leave of absence unless the extension is due to circumstances beyond the control of the employee, whereupon the employee must notify the Company by telegram of the circumstances and probable return date, of if he takes employment other than that declared and agreed upon when applying for the leave of absence;

e) if an employee is absent from work without notice or reasonable excuse to the Company unless such failure to notify is a result of circumstances beyond the control of the employee;

f) if a senior employee is laid off and not recalled within twenty-four (24) months from the date of lay-off.

g) If an employee is absent due to accident or illness for a period of thirty-six (36) months from the date the accident or illness commenced. This period could be extendable by mutual agreement between the parties.

The parties agree that this Article shall be interpreted in relation to the

Ontario Human Rights code as amended from time to time.

h) Upon retirement.

12.05 Bargaining unit employees who accept promotion or transfer out of the bargaining unit shall lose all bargaining unit seniority if after three (3) months they have not requested to be returned to their former position.

12.06 Seniority and ability to perform the work required shall be the governing factor in temporary assignments.

12.07 Seniority List - The Seniority List shall be revised every twelve (12) months and a copy given to the Union steward.

12.08 An employee, absent from work on an authorized leave may return to the position held prior to departure provided the position is available and the employee is capable of performing the work.

In the event the position is no longer available the employee, in conformity with the provisions of this agreement, may bump into another position.

12.09 An employee who has accrued seniority and is then employed by the Union shall continue to accrue seniority for a

period not exceeding one month and retain such accrued seniority for a period not exceeding 12 months unless otherwise mutually agreed to.

ARTICLE XIII - BULLETIN BOARDS

13.01 The Company agrees to permit the Union to post notices of meetings and other Union business and affairs on bulletin boards provided by the Company for such purposes.

ARTICLE XIV - JURY DUTY

14.01 In the case of an employee who is called for jury service, or subpoenaed as a crown witness for an issue related to his or her employment, the Company shall pay, for each day of such service, an allowance equal to the difference between the compensation received and the wages the employee would have otherwise received within his normal schedule at his normal rate of pay.

The employee will present proof of service and of compensation received for services rendered when making his claim for such allowance. An employee who is called for jury service or is subpoenaed as a witness, must notify the Component Manager immediately.

Compensation under this article will be limited to thirty calendar days from the date of first appearance.

Subsequently, attendance will be dealt with as an authorized leave of absence.

**ARTICLE XV - NON
DISCRIMINATION**

15.01 The Employer, its employees and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status nor by reason of the employees membership in a Labour Union.

**ARTICLE XVI - MATERNITY LEAVE
AND PARENTAL LEAVE**

16.01 Maternity Leave and Parental Leave will be granted in accordance with the provisions of the Employment Standards Act.

16.02 The employee shall give written notification one (1) month prior to the commencement of the leave of her request for leave, together with her expected date of return. At such time she shall also furnish the Employer with her doctor certificate

confirming the pregnancy and expected date of delivery.

16.03 The employee shall reconfirm her intention to return to work on the date originally provided to the Employer in 16.02 above by written notification received by the Employer at least four (4) weeks in advance thereof. Failure to return to work and or failure to advise the employer will be considered a voluntary abandonment of the job.

16.04 The employee returning to work shall be reinstated to her former position, should it be available.

In the event that the position is no longer available, the employee will bump into another position.

ARTICLE XVII - UNION BUSINESS

17.01 Upon a request from the Union to the Employer, not more than one (1) Union delegate will have the right to leave the Employer's place of business to perform Union duties, but without pay for the time lost. These absences shall not exceed fifteen (15) days per year. Such leave must be arranged for at least ten (10) working days before it is taken and must be authorized by the Component Manager, who shall not unreasonable withhold

authorization.

17.02 Two (2) employees, members of the Union, are liberated without pay from normally scheduled duties to attend meetings with the Employer's negotiating committee for any renewal of the Collective Agreement.

ARTICLE XVIII - BENEFITS

The Employer will maintain the current benefit plan the major components of that are outlined below.

18.01 Eligibility:

Regular employees holding a position consisting of twenty or more hours, except employees temporarily replacing regular employees (hours worked in replacement of other employees are not counted for the purpose of determining eligibility).

The first of the month following three months of continuous service as a regular employee, or sixty days worked which ever is longer;

18.01 (a) Life Insurance

Fifty thousand dollars (\$50,000.00).

(b) Accidental death and

dismemberment

Fifty thousand dollars (\$50,000.00).

(c) Dependent Life

Spouse: \$3,000.00

Child : \$2,000.00

(d) The Employer agrees to provide up to a maximum of fifteen (15) days of non-cumulative sick leave per year to each full-time employee, payable at 75% of regular salary. Three (3) of the aforementioned days are reserved for use as a block when claiming E.I. sick leave entitlement.

The employee will be entitled to use these days for absences due to illness beginning the third day of absence through the 14th calendar day, **except for 3 of those days which can be used for single day absences.**

For absences exceeding 14 calendar days the employee may be eligible for E.I. Sick benefits.

(e) L.T.D. Effective January 1st, 2013, 75% rounded to the next higher dollar of monthly basic earnings with a maximum monthly payment of \$2,000.00 to the sixty-fifth (65) birthday.

Eligibility:

Regular employees holding a position consisting of twenty or more hours, except employees temporarily replacing regular employees (hours worked in replacement of other employees are not counted for the purpose of determining eligibility).

After four months of continuous service, or eighty (80) days worked whichever is longer.

(f) Major Medical

90% of authorized expenses covered.

For all prescription drugs, there will be mandatory generic drug substitution unless otherwise ordered by the prescribing attending physician.

(g) Dental Plan

Basic services: 100% of authorized expenses covered. Dentures to be covered at 50% up to a maximum of \$1,000.00.

(h) The Company will provide and pay the full cost of a Vision Care Plan, covering all employees and their spouse/dependants

for \$250.00/24 months. In addition, Eye exams to be covered at 100% every twenty-four (24) months.

18.02 In the event of a non work related accident requiring hospitalisation (admitted) which prevents a full time employee from returning to work, the full time employee will be paid for the first day of absence up to a maximum of two (2) days.

18.03 The Company will provide a brochure outlining the plan to all eligible personnel. In the event of a conflict of interpretation the policy governing the plan will prevail.

The Employer will continue to pay the premium for all benefits through the period an employee is absent due to illness while on EI.

ARTICLE XIX - BEREAVEMENT PAY

19.01 In the event of the death or the funeral of an employee's **spouse, children**, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents or spouse's child, the employee may be granted up to **five (5)** consecutive days off without loss of pay for the purpose or arranging the funeral.

19.02 The employee may take an unpaid

leave of absence up to three days in addition to the leave provided in Article 19.01 when travelling more than 500 km to attend funeral.

19.03 Any claim for bereavement pay must be submitted by the employee to the Company, in writing, along with proof of bereavement in the employee's immediate family.

19.04 Part time employees will be entitled to bereavement leave of up to 5 days for the death of persons listed in paragraph 19.01, provided the employee was scheduled to work within such five (5) day period from the date the death occurred.

ARTICLE XX - DEFINITION OF PART-TIME EMPLOYEE

20.01 A part-time employee is defined as an employee who regularly works less than twenty (20) hours per week.

Temporary Replacement

Part-time employee may replace a full time employee for a specific term not to exceed six (6) months to replace an employee on approved leave of absence, absence due to W.S.I.B. disability, sick leave or long-term disability.

Following the above-mentioned six (6) month period, the full time position will be posted immediately and the employee who has successfully claimed and filled the position will be entitled to full benefits.

It is further understood that upon return of original incumbent, the temporary employee will revert back to part time status.

20.02 Part-time employees will receive an additional **12.5%** of their wages on all hours worked, on every pay in lieu of benefits, which will cover group insurance, sick days, statutory holidays and floaters.

ARTICLE XXI – HEALTH AND SAFETY

21.01 Recognizing its responsibilities under the applicable legislation, effective December 31, 1995, the Employer agrees to accept as a member of its Accident Prevention-Health and Safety Committee at least one Representative selected or appointed by the Union from amongst the bargaining unit employees.

The employees and the Union agree to co-operate to ensure that Health and Safety standards are maintained and enforced and that the rules and regulations

governing W.S.I.B. are respected.

21.02 Employees will be paid their regular straight time hourly rate for time spent in Health and Safety meetings.

21.03 In case of work related accident (W.S.I.B.), upon the employee's request, a copy of the form 7 shall be provided to the employee.

ARTICLE XXII - PERIOD

22.01 The Company and the Union agree with one another that they will abide by the Articles of this Agreement for a period of (3) three years to expire December 31st, **2016** and the terms of this Agreement shall remain in force thereafter unless either party desires to change or terminate this Agreement, in which case the party desiring the change of termination shall notify the other party in writing at least sixty (60) days prior to the termination date. This Agreement remains in effect until a new Agreement has been signed.

ARTICLE XXIII – RRSP

Effective January 1st, 2016, the Company agrees to institute an RRSP matching program whereby those Full-Time employees who chooses to contribute 1% of earnings, the Employer agrees to match at 1% of earnings.

Wage schedule

	January 1st, 2014	January 1st, 2015	January 1st, 2016
Probationary employees	\$16.14	\$16.44	\$16.74
Housekeepers	\$18.85	\$19.15	\$19.45


Signed in Kapuskasing Ontario, this
_____ day of _____, 2014.

For the Company

For the Union:



Steven Leonoff



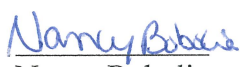
Guy Bourgouin



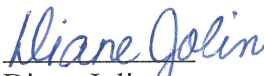
Michael Fernandes



Jacques Jean



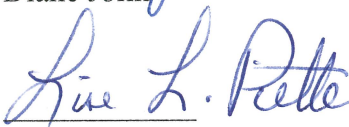
Nancy Bobolia



Diane Jolin



Tim Fowler



Lise Piette



Lynn Ervin

LETTER OF UNDERSTANDING

Between

ARAMARK CANADA LTD.

And

**UNITED STEELWORKERS LOCAL
1-2010**


Re: Massage therapy

It is agreed and understood that the Company will provide and pay for massage therapy performed by a registered massage therapist to a maximum of **seventy-five (\$75.00) dollars** per year per full time employee upon receipt of invoice.

Signed in Kapuskasing Ontario, this
_____ day of _____, 2014.

For the Company

For the Union:



Steven Leonoff



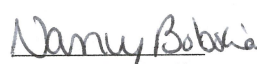
Guy Bourgouin



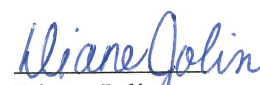
Michael Fernandes




Jacques Jean




Nancy Bobolia



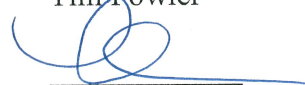
Diane Jolin



Tim Fowler



Lise Piette



Lynn Ervin

LETTER OF UNDERSTANDING

Between

ARAMARK CANADA LTD.

And

**UNITED STEELWORKERS LOCAL
1-2010**

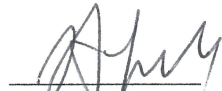
Re: Safety Gloves

Both parties agree for safety gloves, that it will be referred to the Joint Health and Safety Committee and the Committee will find a solution for the replacement of adequate disposable safety gloves paid by the Employer, including hypo-allergenic gloves as required.

Signed in Kapuskasing Ontario, this
_____ day of _____, 2014.

For the Company

For the Union:



Steven Leonoff



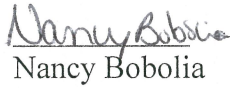
Guy Bourgotin



Michael Fernandes



Jacques Jean



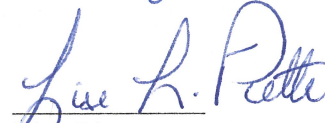
Nancy Bobolia



Diane Jolin



Tim Fowler



Lise Piette



Lynn Ervin
