

## **Collective Agreement**

between:

**ARAMARK Canada Ltd.** (Food Management Services)  
at Toronto Rehabilitation Institute,  
130 Dunn Avenue and 550 University Avenue,  
Toronto

(hereinafter referred to as "the Company")

and

**United Steelworkers of America (USW) – Local 1-500**

(hereinafter referred to as "the Union")

**Term: October 1, 2010 to September 30, 2013**

## INDEX

ARTICLE 1 – PURPOSE .....	- 1 -
ARTICLE 2 – RECOGNITION .....	- 1 -
ARTICLE 3 - MANAGEMENT RIGHTS .....	- 1 -
ARTICLE 4 - NO DISCRIMINATION .....	- 2 -
ARTICLE 5 - NO STRIKE OR LOCKOUT .....	- 2 -
ARTICLE 6 - UNION SECURITY.....	- 2 -
ARTICLE 7 – CORRESPONDENCE .....	- 3 -
ARTICLE 8 - UNION REPRESENTATION .....	- 3 -
ARTICLE 9 - LABOUR MANAGEMEMENT COMMITTEE .....	- 5 -
ARTICLE 10 - UNION BULLETIN BOARDS.....	- 5 -
ARTICLE 11 – SENIORITY .....	- 5 -
ARTICLE 12 - JOB POSTING .....	- 6 -
ARTICLE 13 - LAY OFF AND RECALL.....	- 8 -
ARTICLE 14 - GRIEVANCE PROCEDURE .....	- 8 -
ARTICLE 15 -ARBITRATION .....	- 10 -
ARTICLE 16 - DISCHARGE CASES.....	- 11 -
ARTICLE 17 - DISCIPLINE RECORDS AND NOTICES .....	- 11 -
ARTICLE 18 - HOURS OF WORK AND OVERTME .....	- 11 -
ARTICLE 19 - LEAVE OF ABSENCE.....	- 14 -
ARTICLE 20 - STATUTORY HOLIDAYS.....	- 17 -
ARTICLE 21 – VACATIONS.....	- 18 -
ARTICLE 22 - SICK LEAVE .....	- 19 -
ARTICLE 23 - WELFARE BENEFITS.....	- 21 -
ARTICLE 24 – GENERAL .....	- 21 -
ARTICLE 25 - DURATION OF AGREEMENT .....	- 22 -
APPENDIX “A” .....	- 24 -
APPENDIX "B" - PART TIME EMPLOYEES .....	- 25 -

## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement, in the mutual interests of the Company and the employee is:
- a) to establish orderly collective bargaining between the Company and the Union;
  - b) to establish and maintain efficient and profitable operations, hours of work, wages and working conditions;
  - c) to secure prompt and equitable disposition of all grievances.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Company recognizes the Union as the sole bargaining agent for all employees of ARAMARK Canada Ltd. employed in the Food Management Services at the Toronto Rehabilitation Institute at 130 Dunn Avenue and 550 University Avenue, Toronto locations, save and except supervisors, persons above the rank of supervisor, dieticians, student dieticians, chef, assistant chef, and office staff.
- 2.02 The term "employee" or "employees" shall mean any or all of the employees of the bargaining unit as defined above unless otherwise provided. The masculine pronoun shall include the feminine pronoun where the context so requires. An employee on Union leave shall be considered an employee.
- 2.03 Part-time employees (those regularly employed for not more than 24 hours per week) shall be subject to all of the terms and conditions of this agreement except as specifically provided in Appendix "B" of this agreement.
- 2.04 No employee shall be required or permitted to make any written or verbal agreement with the Company or its representatives which may conflict with the terms of this collective agreement.
- 2.05 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting or in emergencies, or when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work of pay of an employee.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges and agrees that the Company shall continue to reserve all the rights, power and authority to manage its operation and business and to direct the working forces except as otherwise abridged or surrendered by the provisions of this agreement. Without restricting the generality of the foregoing, the exercise of such rights by the Company shall include:
- a) to maintain order, discipline and efficiency;

- b) to hire, retire, assign, direct, discharge, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim by a non-probationary employee that he has been discharged, suspended or disciplined without just cause may be the subject of a grievance and dealt with as provided for in this agreement;
  - c) to make, enforce and revise from time to time reasonable rules and regulations relating to safety and the general conduct of the employees;
  - d) to determine the number of personnel required from time to time, the standards of performance and quality, the schedule of work, the services to be performed and methods, procedures, machinery, and equipment in connection therewith, and the extension, limitation, curtailment or cessation of operations.
- 3.02 The Company agrees that these functions will be exercised in a manner consistent with the other provisions of this agreement, and that any exercise of these rights and powers in conflict with any of the provisions of this agreement shall be subject to the provisions of the grievance procedure as set out herein.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 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, disability, religious or political affiliations, membership or non-membership in the Union.

#### **ARTICLE 5 - NO STRIKE OR LOCKOUT**

- 5.01 During the term of this agreement the Union agrees that it shall not cause or sanction any strikes. The Company agrees that during the term of this agreement it shall not cause or sanction a lockout of its employees. The term "strike" and "lockout" shall have the meaning given in the Labour Relations Act. R.S.O.

#### **ARTICLE 6 - UNION SECURITY**

- 6.01 (a) Employees who presently are members of the Union shall, as a condition of employment, maintain their membership in the Union in accordance with the constitution and by-laws of the Union, subject to the provisions of the Ontario Labour Relations Act;
- (b) Newly hired employees shall become members of the Union and shall, as a condition of employment maintain their membership in the Union in accordance with the constitution and by-laws of the Union, subject to the provisions of Section 38 of the Ontario Labour Relations Act.

- 6.02 The Company agrees to deduct from every employee any monthly dues levied by the Union. Deductions shall be made from the first payroll period of each month, and shall be forwarded to the Treasurer of the Union not later than the last day of the month accompanied by a list of all employees from whose wages the deductions have been made.
- 6.03 The Union agrees to indemnify and save the Company harmless from any and all claims, suits, judgments, attachments and from any form of liability relating to any such deductions. And the Union will refund directly to all employees from whom wrongful deductions were made.

#### **ARTICLE 7 – CORRESPONDENCE**

- 7.01 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Director of Nutrition Services and the U.S.W.A. representative or their respective delegates.

#### **ARTICLE 8 - UNION REPRESENTATION**

- 8.01 (a) The Company agrees to recognize two (2) stewards full-time employees and two (2) part-time employees from the University Avenue location, and one (1) employee from the Dunn Avenue location as stewards. Such stewards shall be employees who have completed their probationary period; in the event of the absence of one or more stewards mentioned above, the Company will recognize the absent steward's designated alternate;
- b) Negotiating Committee - the Company agrees to recognize a negotiating committee of not more than five (5) of the Company's employees. The Union shall have the right at any time to have the assistance of authorized Union representatives as set forth in Article 8.02;
- c) Grievance Committee - the stewards for each location referred to in 8.01 (a) will constitute the grievance committee for each location; for the processing of second stage grievance hearings, and beyond, the Company shall recognize a grievance committee of three (3) of the following people: the grievor, the steward, a Chairperson, and/or the President of the Local or his designate.
- 8.02 For the purpose of this agreement, an authorized Union Representative shall be deemed to cover duly appointed or elected representatives of the Union.
- 8.03 An authorized Union Steward shall inform his immediate supervisor and shall obtain his approval, which shall not be unreasonably withheld, before leaving his assigned duties to perform duties on behalf of the Union which may be required of him.

Such duties shall include:

- assisting an employee in the presentation of a grievance as provided in Article 14;
- participating as a member of the negotiating committee referred to in Article 8.01 (c);
- participating as a member of the Labour Management Committee referred to in Article 9;
- when returning to his assigned duties, a Steward who has been absent from his duties on Union business shall report to his immediate supervisor that he has returned.

- 8.04 It is understood that stewards and other Union officers will not absent themselves from their regular duties unreasonably in order to deal with the grievances of employees or other Union business. In accordance with this understanding the Company will compensate such employees for time spent in handling grievances of employees and attending meetings of the grievance committee or the Labour Management Committee and the negotiating committee up to the end of conciliation, at their regular rate of pay, and that this does not apply to time spent on such matters outside of the employees' regular working hours.
- 8.05 The Union agrees that there will be no solicitation for membership, collection of dues, or other Union activity on the premises of the Company during the employee's working hours.
- 8.06 It is recognized that for the purpose of dealing with any grievance under the terms of this agreement or for the purpose of negotiating any renewal of this agreement an authorized representative of the Union may participate. In the event that it is necessary for such representative to visit the Company's premises at the Toronto Rehabilitation Institute, he shall contact the Director Nutrition Services or designate prior to his visit and upon arrival at the Hospital.
- 8.07 a) On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union steward who will provide him with a copy of the collective agreement; the Company shall provide the Union with the names of newly hired employees as much in advance as possible;
- b) upon completion of an employee's probationary period, a representative of the Union shall be given an opportunity to interview him for the purpose of discussing with him his rights and responsibilities under the collective agreement.
- 8.08 The Union 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.

## **ARTICLE 9 - LABOUR MANAGEMEENT COMMITTEE**

- 9.01 The parties to this agreement recognize the benefits which can be derived from a Labour Management Committee and encourage the establishment of such a Committee. It is agreed that such Committee shall be representative of management, the Union and the employees in the bargaining unit. Such committee shall prescribe its own terms of reference, and may meet once a month at the request of either party at a time mutually agreed. The requesting party will submit an agenda 48 hours prior to the meeting.
- 9.02 As required under the Health and Safety Act the Company agrees to compensate members of the joint Health and Safety Committee for all time spent in meetings at their appropriate hourly rate.

## **ARTICLE 10 - UNION BULLETIN BOARDS**

- 10.01 The Company will provide Union bulletin boards in areas designated by the Company for the purpose of posting notices regarding meetings and other matters restricted to official Union business. All notices must be signed by an officer of the Union and be submitted to the Site Supervisor, or designate for approval and signature before being posted.

## **ARTICLE 11 – SENIORITY**

- 11.01 Seniority is an employee's length of service in the bargaining unit and shall not be deemed to be broken for any reasons other than as provided for in this agreement. Seniority shall operate on a bargaining unit wide basis.
- 11.02 Newly hired employees shall be considered on a probationary basis for a period of thirty (30) days worked since the most recent date of hiring. The probationary period of an employee may be extended by mutual agreement of the parties. After completion of the probationary period, seniority shall be effective from the most recent date of hiring. Probationary employees shall not have recourse to the grievance procedure upon dismissal, but may be advised for the reason of their dismissal.
- 11.03 If an employee is laid off and has not completed his probationary period because of lack of work, when he is recalled he shall be able to calculate the days that he had in his previous probationary period and apply those days to his more recent probationary period, provided however that the rehiring takes place within one (1) year from his last date of layoff.
- 11.04 Within the sixty (60) calendar days following the signature of this agreement and each quarter thereafter the Company shall post at both sites the list of all employees covered by the certification, this list consisting of the following information:
- name
  - date of hire
  - seniority
  - classification

- 11.05 Within the same period mentioned in 11.04, the Company shall post the Seniority lists for a thirty (30) day period. During this period a grievance may be filled re seniority however, after the 30 day posting period if no grievance is filed then the list will be considered as official.
- 11.06 An employee shall lose seniority for any of the following reasons:
- a) he is discharged for just cause and is not reinstated;
  - b) he resigns;
  - c) after a layoff he fails to notify the Company of his intention to return to work within five (5) calendar days after receipt of registered notice to do so, and after so notifying fails to report to work within a further five (5) calendar days, unless through sickness or other just cause; it shall be the responsibility of the employee to keep the Company informed of his current address. If an employee fails to do this, the Company will not be responsible for failure of a notice sent by registered mail to reach such employee;
  - d) he fails to return to work following an illness or accident within (5) working days after the Company has been notified by the employee's doctor or Workplace Safety and Insurance Board that the employee is able to return to work;
  - e) he is absent from work in excess of three (3) working days without notifying the Company, unless such notice was not reasonably possible, or is absent without a reasonable explanation;
  - f) he is laid off for a period longer than twenty-four (24) months;
  - g) he retires in accordance with Company policy.
- 11.07 In cases of promotions, transfers, job posting award, lay off and recalls within the bargaining unit seniority shall be the governing factor where the skill and ability of the employees is considered relatively equal.
- 11.08 Seniority for full time and part time employees shall be calculated based on the employee's last date of hire with the Company.

## **ARTICLE 12 - JOB POSTING**

- 12.01 The Company will post on Company and Union bulletin boards, notices of all hourly paid vacancies, indicating classification and the normal requirements of the job:
- a) for replacement - a period of five (5) days;
  - b) for new jobs - a period of fifteen (15) days.



The job requirements for the job posting will be pertinent and in connection with the nature of the tasks involved. Interested candidates will complete the prescribed form in duplicate. The employee will receive the duplicate copy of the application form as acknowledgment of his application. The Company will also forward to the Union a copy of the job posting.

- 12.02 The employee may before applying for the job posting take cognizance of the list of candidates in the Site Supervisor's office.
- 12.03 The successful applicant will be selected in accordance with 11.07 of this agreement.
- 12.04 The Employer shall post any appointment of the successful candidate within ten (10) days following the posting period. The Employer will also forward a copy of the appointment to the Union Secretary.
- 12.05 The vacancy created by the appointment following the first notice of posting shall also be posted. Other vacancies resulting from the second appointment shall be posted at the employer's discretion.
- 12.06 A full time or part time employee may apply for a job posting:
- a) at the same level of classification;
  - b) at a higher level of classification;
  - c) at a lower level of classification.
- 12.07 Promotion to a Higher Classification - in the event that an employee is promoted to a higher classification, he shall receive the rate of pay for that classification which is next higher than his former rate of pay.
- 12.08 The successful candidate who has been selected shall be entitled to a maximum of twenty (20) days at work initiation and trial period.
- 12.09 During the period of trial if the employee returns to his former job position he shall retain his former seniority.
- 12.10 Nothing in this article shall be construed as restricting the right of the Company to temporarily assign an employee to a job which qualifies for posting hereunder on a temporary basis until the posting procedure has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job concerned.
- 12.11 Temporary vacancies such as those caused by employees being absent owing to sickness, injury, vacations, leaves of absence, jury duty and transfers shall not be posted but shall be filled in accordance with the provisions of Article 11.07.

- 12.12 If an employee in the bargaining unit is promoted or transferred to a position outside the bargaining unit, he shall retain the seniority which he had acquired at the date of leaving the bargaining unit within a period of three (3) months. He shall not accumulate any seniority for a period away from the bargaining unit and if he returns his seniority date shall be adjusted accordingly. No employee shall be transferred to a position outside of the bargaining unit without his consent.

### **ARTICLE 13 - LAY OFF AND RECALL**

- 13.01 In case it becomes necessary to reduce the work force part time and full time employees shall be laid off in accordance with their seniority taking into consideration that probationary employees shall be the first laid off. An employee who is retained in accordance with the seniority must have the qualifications and ability to satisfactorily perform the work remaining and may exercise his seniority to retain employment if he is laid off by displacing the most junior employee.
- 13.02 No new employees may be hired while there are employees who are qualified to perform the work available on lay off.
- 13.03 The Union and the concerned seniority employees will be notified five (5) days in advance of lay off or in accordance with the Employment Standards Act, whichever is greater.
- 13.04 Recall shall be in the reverse order of lay off as outlined in 13.01.
- 13.05 Recall notices shall be mailed by registered mail to each such person addressed to the last address which he shall have recorded with the Company. Any person to whom such notice is sent shall notify the Company within five (5) days of receipt of the notice of his intention to return to work. Employees shall be responsible at all times for recording any changes of address with the Company.
- 13.06 No permanent full-time job vacancy shall be posted until all employees on lay-off status and all full-time employees who have been reduced to part-time status within the past six (6) months have been given the opportunity to apply for the position. The successful applicant must have the qualifications, skills and ability to perform the job.

### **ARTICLE 14 - GRIEVANCE PROCEDURE**

- 14.01 Should a grievance arise between the Company and any employee(s) or the Union regarding the interpretation, meaning, operation or application of this agreement, or where an allegation is made that this agreement has been violated, an earnest effort shall be made to settle the grievance in the following manner.

14.02 If an employee has a complaint concerning any matter within the terms of this agreement he wishes to bring to the attention of the Company, he will first take the matter up orally with the Site Supervisor, Nutrition Services, within five (5) days after the occurrence, or within five (5) days of the date that the employee could have first become aware of the circumstances giving rise to the grievance. The employee may do this alone, or he may request his steward to accompany him. The Site Supervisor will consider the complaint and will give his reply orally within two (2) working days after the complaint was referred to him.

Any grievance arising from disciplinary actions resulting from refusal to work in a job or operate equipment or use a substance which in the employee's opinion is not safe shall be filed at Step 2.

Any disciplinary action which is taken by the Company against an employee shall be taken within five (5) days of the Company's awareness of the occurrence warranting discipline. This period may be extended due to circumstances beyond the Company's control.

14.03 Step #1 - If the reply of the Site Supervisor is not satisfactory to the employee concerned, the employee shall state his grievance in writing, sign the grievance and submit it to the Director of Nutrition Services within three (3) working days after the Site Supervisor's reply. The employee may be accompanied by his steward in presenting his grievance, if the employee so desires. The Director of Nutrition Services shall give his written reply to the grievance within three (3) working days of receipt of the grievance.

Step #2 - If the reply at Step #1 is not satisfactory, the Union Committee may within three (3) working days after the said reply, refer the grievance to the District Manager of the Company. Within five (5) working days, the District Manager and/or such other persons as may be designated, will meet with the Union Committee to discuss the grievance. A full time representative of the Union may be present at all meetings. A written reply to the grievance will be given within five (5) working days after this meeting has been held.

14.04 If the procedure outlined above does not result in a settlement of the grievance, either party to this agreement may, within fifteen (15) working days after the reply at Step #2 refer the matter to arbitration.

14.05 As referred to in this Article the term "working days" shall exclude Saturdays, Sundays, paid holidays observed by the Company and the grievor's scheduled days off.

14.06 If the time allowance provided for above and any mutually agreed upon extensions are not observed by the Union, the grievance may be considered as dropped. If such time allowance or any agreed upon extensions are not observed by the Company, then the grievance will be considered to have advanced to the next stage.

14.07 The time limits may be extended by mutual agreement in writing.

- 14.08 It is agreed that if any dispute arises between the parties to this agreement concerning the general policy of either the Union or the Company which affects the orderly administration of this agreement that either party may invoke the grievance procedure and arbitration beginning with a conference at Step #2 of the grievance procedure.
- 14.09 Either party may file a policy grievance at Step #2 of the grievance procedure within five (5) days of the occurrence of the event on which the grievance is based. A policy grievance is defined as a grievance which the parties may have arising out of the interpretation or application of any terms of this agreement, but excluding grievances involving individual or groups of employees working under one supervisor or discharge cases. Any subject matter which can be presented by an employee or group of employees as defined above shall not be presented as a policy grievance.

#### **ARTICLE 15 - ARBITRATION**

- 15.01 After a grievance has been processed through all of the stages provided for in Article 14, it may proceed to arbitration in accordance with 14.04.
- 15.02 It is therefore agreed that disputes which are carried to the arbitration stage shall be directed to an arbitrator who has been approved by the Ontario Labour Management Arbitration Commission and mutually agreed to between both parties.
- Grievance arbitrations shall be conducted in the presence of a sole arbitrator.
- 15.03 No person may be appointed an arbitrator who has been party to an attempt to negotiate or settle the grievance.
- 15.04 The arbitrator shall not have any authority to make any decision inconsistent with the provisions of this agreement and/or its memoranda; nor to alter, modify, add to or amend any part of this agreement; however, the arbitrator may sustain or set aside or modify the penalty or penalties imposed by the Company on the grievor or grievors.
- 15.05 The decision of the board shall be final and binding and enforceable on all parties concerned.
- 15.06 Each party to this agreement shall pay 50% of the fees and expenses of the arbitrator.
- 15.07 The time limits contained herein may be amended by mutual consent of the parties to this agreement in writing.
- 15.08 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

## **ARTICLE 16 - DISCHARGE CASES**

- 16.01 If an employee with seniority believes that he has been unjustly discharged, the matter may be taken up as a special grievance and introduced at Step 2 of the grievance procedure under Article 14 of this agreement.
- 16.02 Such special discharge grievances may be settled by confirming the Company's decision in discharging the employee or by reinstating the employee with full or partial compensation for time lost and damages incurred or by other arrangement which is just and equitable.
- 16.03 When an employee is discharged he will have the right to interview his steward, or in the absence of his steward any available steward, for a reasonable period of time before leaving the hospital.
- 16.04 The employer will notify the union with as much notice as possible of the discharge of an employee prior to its occurrence so that a chairperson may be present for the discharge meeting.
- 16.05 No employee will be terminated without just cause.

## **ARTICLE 17 - DISCIPLINE RECORDS AND NOTICES**

- 17.01 The Company will give to an employee and the Union a copy each of any disciplinary notice concerning an employee.
- 17.02 Receipt of the disciplinary notice shall not constitute agreement with said notice.
- 17.03 Grievances may be filed on both written and verbal disciplinary notice or warning.
- 17.04 Disciplinary notices against employees shall be stricken from the employee's record twelve (12) months from the date of issue and shall not be admissible in arbitration. Said expired notice shall be returned to the employee upon request.
- 17.05 Disciplinary meetings shall be conducted in private unless in the opinion of the supervisor, circumstances require immediate action. A written record of formal discipline shall be placed on the employee's personnel file with a copy going to the employee and the Union.

## **ARTICLE 18 - HOURS OF WORK AND OVERTIME**

- 18.01 The standard work week for all full time employees shall be seventy-five (75) hours in a two week period exclusive of meal period. The normal hours of work shall be seven and one half (7-1/2) hours per day. It is understood, however, that this shall not be construed to be a guarantee as to the hours of work per day nor as to the hours of work per week nor as a guarantee of working schedules. Subject to the other provisions of this Agreement, employees shall only be paid for hours actually worked.

- 18.02 All employees shall be permitted one (1) fifteen (15) minute rest period at a time to be determined by the Company, during each three and one-half (3-1/2) hour shift.
- 18.03 The Company will endeavour to schedule every other weekend off, but in the event three weekends are worked by an employee he shall be paid at the rate of one and a half times his regular straight time hourly rate for time worked on such third weekend unless the work on the third consecutive weekend was scheduled at the request of the employee. The schedule shall be posted not less than two weeks in advance.
- Changes in working schedules initiated by an employee and approved by the Company shall not result in any premium payment notwithstanding the provisions hereof. Other changes in working schedules directed by the Company within forty-eight (48) hours of its scheduled commencement will result in overtime payment if the employee is required to work in excess of seventy-five (75) hours worked over a two week period or seven and one half (7-1/2) hours worked in a day.
- 18.04 For bi-weekly scheduling and bi-weekly pay all authorized work performed by an employee in excess of seven and one half (7-1/2) hours worked in one day or seventy five (75) hours worked in a two week period shall be paid for at one and one half times the employee's regular straight time hourly rate.
- 18.05 For weekly scheduling and weekly pay all authorized work performed by an employee in excess of seven and one half (7-1/2) hours worked in one day or thirty seven and one half (37-1/2) hours worked in one week shall be paid for at one and one half times the employee's regular straight time hourly rate.
- 18.06 An employee who is called in to work after leaving the Hospital premises and outside his regularly scheduled hours shall be paid a minimum of four (4) hours pay at time and one half his regular straight time hourly rated pay for each such call-in except to the extent that such four (4) hour period overlaps and extends into his regular shift in which case he shall receive only time and one half for the hours actually worked prior to the commencement of his regular shift.
- 18.07 No employee shall be scheduled to work more than six (6) consecutive days without a day off, however, if an employee is required to work more than six (6) consecutive days without a day off, the employee shall be paid at the rate of one and one half times his basic hourly rate for such hours worked in excess of six (6) consecutive days.
- 18.08 For those employees who do not work a stable shift and are required to rotate the rotation shall be distributed among those employees concerned as evenly as possible.
- 18.09 a) Forty eight (48) hours notice shall be given before a change of shift or a change of day-off where practicable and in any event the employee will be consulted.
- b) Upon a change of shift there shall always be a minimum period of fifteen (15) hours between the end and the resumption of work, failing which the employee

shall be remunerated at time and a half for the hours worked within that fifteen (15) hour period.

- 18.10 Every employee covered by the present agreement shall be entitled to four (4) complete days of rest in a two week period. The words "day of rest" shall mean a full period of twenty four (24) hours.
- 18.11 An employee is not entitled to claim overtime under this agreement more than once with respect to any particular hours worked, i.e. there is no pyramiding of overtime.
- 18.12 An employee who is required to work three (3) or more hours in excess of his scheduled shift as defined in Article 18.01 will be provided with a free meal.
- 18.13 Overtime will be distributed as equally as possible amongst those full time employees who normally perform the work involved.

The overtime list within a classification will be adjusted to zero (0) when an employee moves from part-time to full-time in that classification.

Overtime will be offered within the same classification in the following order:

- a) First, to full time employees within the same classification, who have the skill and ability to do the job.
- b) Second to part time staff within the same classification who have the skill and ability to do the job.
- 18.14 Employees shall be paid the following shift premium as a weekend premium for all hours worked between 2400 hours Friday and 2400 hours Sunday: July 13 2011 \$1.05 per hour worked. Effective October 1, 2011 increase the rate to \$ 1.10 per hour. Effective Oct 1, 2012 increase the rate to \$ 1.15 per hour.
- 18.15 Premium jobs will be offered to the most senior full time employee who has been trained to do the job, and the full time position which becomes vacant shall go to the next senior employee who can do the job. This does not apply to vacation hours. Premium jobs are jobs at a higher rate of pay than Aides and / or Porters.
- 18.16 If for any reason, a full-time position in the same classification becomes available outside of the cold room; the employee with the most seniority will come out and fill that position if he or she wants, provided that he or she has the skill and ability to perform the work.
- 18.17 Temporary Transfer
- a) When an employee who is assigned to temporarily substitute in or perform the principle duties of a higher rated classification for a period of two (2) consecutive hours or more, he shall receive the rate of pay for that higher classification for such hours worked in the higher rate of classification.

- b) Those employees who regularly perform a job involving two classifications (e.g. dietary aide/cashier) will receive the rate of pay for each classification commensurate with their seniority. In other words a dietary aide at the six month rate who regularly works for half a day as a cashier will receive the six month rate for all hours worked as a cashier.
- c) Any part-time employee who replaces a full time employee on a temporary full-time basis for more than 6 months shall receive the same benefits and other terms and conditions of employment as that of a regular full-time employee.

## **ARTICLE 19 - LEAVE OF ABSENCE**

19.01 The Company may grant leave of absence without pay and without loss of seniority to a maximum of six (6) months to any employee requesting such leave for legitimate personal reasons. Prior to taking a leave of absence an employee must first use up their vacation time.

19.02 Requests for leave of absence must be made in writing to the Site Supervisor at least one month prior to the desired date of commencement of such leave and must indicate the date and length of leave requested and the reason for requesting the leave.

### 19.03 Bereavement Leave

If an employee is on vacation and a death occurs in his/her immediate family, such vacation shall be extended by the bereavement leave.

In the case of a death in the immediate family of an employee, the Company shall grant three (3) working days' leave of absence with pay for the sole purpose of arranging for or attending the funeral. "Immediate family" shall be meant to include: parent, spouse, brother, sister, child and parent-in-law.

One (1) working day's leave of absence with pay shall be granted to an employee for the day of the funeral of a member of the immediate family, if the employee is unable to attend, and for the purpose of attending the funeral of a grandparent or grandchild or brother-in-law or sister-in-law of the employee, aunt and uncle.

An employee who leaves the country to attend a funeral of a member of the immediate family may be granted personal leave in accordance with section 19.01.

For the purpose of this section (19.03) only, an employee's regularly scheduled day(s) off shall not be deducted from the bereavement leave entitlement. This exception does not apply to Vacation periods, Paid Holidays or leaves of Absence with or without pay.

For the purpose of Bereavement Leave, the relationships specified are deemed to include a common-law spouse and same sex partner.



19.04 Pregnancy Leave

- a) Pregnancy Leave will be granted in accordance with the provision of the Employment Standards Act, except where amended in this provision;
- b) the service requirement for eligibility for maternity leave shall be thirteen (13) weeks of continuous service;
- c) the employee shall give written notification two (2) weeks 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 Company with her Doctor's certificate as to pregnancy and expected date of delivery.
- d) an employee on maternity leave as provided under this agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 18, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week employment insurance waiting period, and receipt by the Company of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's 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;
- e) credits for service and seniority shall accumulate in accordance with the Employment Standards Act;
- f) subject to the employee continuing to pay its share of the contributions to the employee benefits, the Company will continue to pay its share of the contribution of the subsidized employee benefits, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave;
- g) subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

19.05 Parental Leave

- a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- b) for the purpose of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some

permanence with a parent of a child and who intends to treat the child as his/her own;

- c) an employee who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return;
- d) an employee who is an adoptive parent shall advise ARAMARK Canada Ltd. as far in advance as possible of having qualified to adopt a child and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing;
- e) credits for service and seniority shall accumulate for a period of up to thirty-three (33) weeks for employees who have taken a pregnancy leave and thirty-five (35) weeks for employees who have not taken a pregnancy leave;
- f) subject to the employee continuing to pay their share of contributions to employee benefits, the Company will continue to pay its share of the contributions of the subsidized employee benefits, in which the employee is participating for a period of up to eighteen (18) weeks while the employee is on parental leave;
- g) subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the employee shall be reinstated to his or her former duties, on the same shift in the same department and at the same rate of pay.

19.06 Leave of absence will be granted any employee required to serve as a juror or subpoenaed as a Crown witness and the Company agrees to compensate the employee for whatever difference, if any, between the amount paid to him for such service or attendance and the amount he would have received from the Company for work scheduled during the same period of time. The employee shall present proof of service or attendance and of the amount of pay received.

19.07 It is understood that employees on leave of absence will not use the time granted for purposes other than as declared in their request for such leave.

19.08 Employees who are absent from work except those receiving sick leave pay or benefits under the Workplace Safety and Insurance Act shall not be entitled to the Company's contribution towards Group Insurance, and shall not receive additional sick leave credits or vacation credits. In no event will any employee absent for any reason for a period of nine months or longer be entitled to such contributions or benefits.

19.09 Leave of absence without pay and without loss of seniority shall be granted upon request in writing to the Company to representatives of the Union to attend to Union business as follows in a calendar year:

- a) up to two (2) employees to attend Union seminars; not to exceed an aggregate total of thirty (30) calendar days; such absence will be dependent upon the Union providing the Employer with a minimum of two (2) weeks notice and subject to the employer's ability to replace the absent employee;
- b) up to two (2) employees to attend Union conventions; not to exceed an aggregate total of two weeks; such absence will be dependent upon the Union providing the Employer with a minimum of two (2) weeks notice and subject to the employer's ability to replace the absent employee.
- c) An employee who is elected to work in a Union position shall be given a leave of absence of up to six (6) months without pay and without benefits, but without loss of seniority.

19.10 Education Leave

- a) Where employees are required by the Company to take courses to upgrade or acquire new employment qualifications, the Company shall pay the full costs associated with the courses. The employee will also be allowed a leave of absence with pay, to take tests or examinations associated with the courses.
- b) The parties recognize the value of pursuing further education, especially but not only if it is related to the employee's work with the company. Such leave may be granted in accordance with the provisions of Article 19.

**ARTICLE 20 - STATUTORY HOLIDAYS**

20.01 Employees shall receive the following statutory holidays with pay:

New Years Day	Canada Day	Labour Day
Good Friday	Boxing Day	Thanksgiving Day
Victoria Day	Civic Holiday	Easter Monday
Employee's Birthday	Christmas Day	Family Day 3 <sup>rd</sup> Mon in Feb

20.02 In order to qualify for holiday pay, the employee must have worked on his regular day of work preceding and following the holiday, unless his absence is due to sickness, (the Company may request medical substantiation in accordance with article 22.01 d), accident, bereavement, or authorized leave of absence commencing within seven days of the statutory holiday.

20.03 An employee scheduled to work on a statutory holiday and who does not report for work shall forfeit his holiday pay except in cases where a satisfactory explanation for the absence is provided.

20.04 Employees required to work on any of the foregoing holidays will be paid time and one half their straight-time hourly rate for the hours worked on the holiday. In addition, if the

employee meets the requirements to work before and after the holiday as outlined above, they will be paid in the following manner:

- a) full-time employee: a regular day's pay (7.5 hours)
- b) part-time employee: a regular day's pay, which is calculated on the earnings of the four (4) weeks prior to the holiday, excluding overtime divided by twenty (20).

Failure to report for work assigned on such holiday will disqualify an employee for such holiday benefits.

20.05 If an employee does not meet the requirements of working before and after the public holiday as outlined in Article 20.02, they do not qualify for public holiday pay as outlined in Article 20.04.

20.06 If an employee does not work on the holiday, and meets the requirements to work before and after the holiday, they will be paid in the following manner:

- a) full-time employee: a regular day's pay (7.5 hours)
- b) part-time employee: a regular day's pay, which is calculated on the earnings of the four (4) weeks prior to the holiday, excluding overtime, divided by twenty (20).

20.07 Where a statutory holiday occurs during an employee's vacation, the employee's vacation shall be extended by one day.

20.08 Where a statutory holiday occurs on an employee's regular day off the employee will be given the next working day off in lieu thereof.

## **ARTICLE 21 – VACATIONS**

21.01 Employees shall be entitled to vacation and vacation pay in accordance with their continuous service with the Company in the twelve month period preceding their anniversary date in any one year as follows:

- a) an employee who has less than twelve (12) months continuous service shall receive vacation pay in the amount of 4% of their wages paid for all work done during the period of employ;
- b) an employee who has completed one (1) year or more continuous, service shall receive an annual vacation of two (2) weeks pay at his regular rate of pay, or 4 % of earnings whichever is greater;
- c) an employee who has completed two (2) years, but less than five (5) years of continuous service shall receive an annual vacation of three (3) weeks with pay at his regular rate of pay or 6% of earnings whichever is greater;

- d) an employee who has completed five (5) years, but less than fifteen (15) years of continuous service shall receive an annual vacation of four (4) weeks with pay at his regular rate of pay, or 8% of earnings whichever is greater;
  - e) an employee who has completed fifteen (15) years, but less than twenty three (23) years of continuous service shall receive an annual vacation of five (5) weeks with pay at his regular rate of pay , or 10% of earnings whichever is greater,
  - f) an employee who has completed twenty-three (23) years, but less than twenty-eight (28) years of continuous service shall receive an annual vacation of six (6) weeks with pay at his regular rate of pay, or 12% of earnings whichever is greater.
  - g) effective Oct 1, 2008 an employee who has completed twenty-eight (28) or more years of continuous service shall receive an annual vacation of seven (7) weeks with pay at his regular rate of pay, or 14% of earnings whichever is greater.
- 21.02 An employee leaving the employ of the Company at any time in his vacation year, before he has had his vacation, shall be entitled to 4%, 6%, 8%, 10% or 12% of his wages in accordance with his service in lieu of such vacations.
- 21.03 The choice of a vacation period will be given employees according to their classification seniority. It is agreed that the normal vacation period shall be from May 1 to September 30. Employees must specify their choice of vacation dates not later than March 31st.
- 21.04 When an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an inpatient in a hospital, the period of such hospitalization shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employees vacation credits.
- 21.05 Vacation pay will be paid as follows:
- a) Part time employees will receive vacation pay entitlements mid May of each year.
  - b) Full time employees will receive vacation pay when such vacation is taken.

## **ARTICLE 22 - SICK LEAVE**

- 22.01 Pay, at the employee's regular straight time hourly rate for sick leave is for the sole and only purpose of protecting the employee from loss of income, when the employee is sick and for which compensation is not available under the Workplace Safety and Insurance Act and will be granted on the following basis:
- a) an employee with seniority shall be eligible for sick leave allowance upon the completion of his probationary period;

- b) Effective May 1, 2008 sick leave entitlement shall be accumulated on the basis of 1.1 day per month of active employment to a total of thirteen (13) days sick leave after one (1) year's service.
- c) all unused sick leave may be accumulated to the credit of the employee up to a maximum of 110 days;
- d) medical substantiation of illness may be requested by the Unit Manager for payment of sick leave;
- e) to qualify for sick leave, an employee shall make every reasonable effort to notify the designated supervisor on duty of his expected absence in sufficient time to arrange for a replacement for the employee;
- f) employees absent from work because of pregnancy are not entitled to sick time benefits

22.02 The Company reserves the right to have any employee absent from work because of illness and/or injury examined by a Company appointed physician.

22.03 An employee in receipt of compensation under the Workplace Safety and Insurance Act for disability due to his employment with the Institute is entitled to sick pay in the amount representing the difference between the compensation and the net wages or salary he would have earned during the period of his absence from work on account of such disability to the extent that existing sick leave credits permit.

22.04 Upon termination (other than those discharged and not reinstated pursuant to the grievance and arbitration procedures) an employee (or in the case of the death of an employee, his next of kin) shall receive 50% of his unused accumulated sick leave credits provided he has no less than five (5) years seniority.

Upon retirement or death an employee shall receive the percentage payout of unused sick leave Credits according to the Toronto Rehabilitation Institute policy in this regard.

22.05 An employee may request at any time a statement of his unused sick leave.

## **ARTICLE 23 - WELFARE BENEFITS**

### 23.01 Welfare Package:

- a) Life Insurance and A D & D  
The Company shall contribute 100% of the premium for the Company's life insurance plan for each employee who is eligible to enroll and is enrolled in the Plan:  
\$25,000 Life Insurance and \$25,000 A D & D  
Effective Oct 1, 2008 increase the amount to \$ 30,000
- b) Vision Care  
\$100 maximum in a two year period.  
Effective October 1, 2008 increase the amount to \$ 200
- b) Effective October 1, 2008 provide for an eye examination every two years
- c) Employees will be provided with a "pay direct drug card".

### 23.02 Dental Package

Eligible full time employees in the Bargaining Unit shall be entitled to participate in a group dental plan (Blue Cross #9 - or its equivalent) automatic update to the current ODA Schedule of fees, subject to the terms and conditions of this agreement.

The Company shall contribute 50% of the billed premiums towards the coverage of eligible full time employees and such full time employees shall pay the remaining premiums through payroll deduction.

Effective July 13<sup>th</sup> 2011 maximum annual benefit will increase to \$2000.

- 23.03 It is understood and agreed that all such insurance benefits shall be in accordance with and subject to the terms of the policies issued to the Company by the insurance carriers, and which are now in existence. Benefits will not be altered without the concurrence of the parties.

## **ARTICLE 24 – GENERAL**

- 24.01 Hairnets will be supplied by the Company to each employee whose work requires their use at no cost to the employees.
- 24.02 It is understood and agreed by the parties that "shall" as it appears in the Collective Agreement is mandatory.
- 24.03 Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or disciplinary notations contained therein. An employee shall have the right to have copies of such records which occurred within the previous twelve months.

24.04 Technological Change

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

24.05 Safety Shoes

Stock-keeping Safety Footwear - On January 1 of each calendar year, the Company will provide \$100.00 per calendar year to each stock-keeper and the QEC Cook who is required by the Company to wear safety footwear during the course of his duties.

24.06 Harassment

The parties recognize that employees may be exposed to unwanted behaviour and/or verbal abuse from others in the workplace and such behaviour and/or verbal abuse may result in injury and/or emotional distress to an employee.

Violence/harassment shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats, with or without weapons and verbal abuse.

The parties commit to work expeditiously to resolve any issues related to this article.

24.07 Printing

The Union agrees to arrange for the collective agreement to be printed in "pocketbook" format. The Union and the Company agree to split equally the cost of such printing.

24.08 RRSP

Effective May 1, 2008 the employer agrees to match the employee's contribution up to 3% of the hourly rate into a RRSP for each employee. Effective October 1, 2009 the employer agrees to match the employee's contribution of up to 4% of the hourly rate.

**ARTICLE 25 - DURATION OF AGREEMENT**

25.01 This agreement shall be in effect from October 1, 2010 until September 30, 2013 and thereafter, from year to year unless either party gives to the other party written notice of its desire to bargain with a view to the renewal with or without modification of the agreement then in operation or the making of a new agreement.



25.02 Such notice shall be given and negotiations for a new agreement conducted in compliance with the Ontario Labour Relations Act and relevant statutes.

25.03 Notwithstanding 25.01 all the terms of this agreement with exception of rates of pay as contained in Appendix A hereto shall become effective on the date of signing of this agreement which is indicated below.

SIGNED BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES AT TORONTO,  
ONTARIO DECEMBER THIS DAY 15 OF 2011.

**FOR THE UNION**

J. Larica  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**FOR THE COMPANY**

Stevan Leonoff  
Doris Foster  
Rita Forman  
[Signature]  
[Signature]

**APPENDIX "A"**

**OCT. 1/10**

<b>Classification</b>	<b>start</b>	<b>6 mos</b>	<b>1 Yr</b>
Cook I	21.70	21.92	22.52
Cook II	20.89	21.20	21.74
Assistant Cook	19.71	19.96	20.53
Stores	19.55	19.82	20.51
Cashier	19.55	19.82	20.51
Menu Clerk	20.06	20.33	21.02
Menu Clerk BC	19.55	19.82	20.51
Salad Tech.	19.55	19.82	20.51
Aide/Porter	19.24	19.51	20.17

**OCT. 1/11**

<b>Classification</b>	<b>start</b>	<b>6 mos</b>	<b>1 Yr</b>
Cook I	22.13	22.36	22.97
Cook II	21.31	21.62	22.17
Assistant Cook	20.10	20.36	20.94
Stores	19.94	20.21	20.92
Cashier	19.94	20.21	20.92
Menu Clerk UC	20.46	20.74	21.44
Menu Clerk BC	19.94	20.21	20.92
Salad Tech.	19.94	20.21	20.92
Aide/Porter	19.62	19.90	20.57

**OCT. 1/12**

<b>Classification</b>	<b>Start</b>	<b>6 mos</b>	<b>1 Yr</b>
Cook I	22.57	22.81	23.43
Cook II	21.73	22.05	22.61
Assistant Cook	20.50	20.77	21.36
Stores	20.34	20.62	21.34
Cashier	20.34	20.62	21.34
Menu Clerk UC	20.87	21.15	21.87
Menu Clerk BC	20.34	20.62	21.34
Salad Tech.	20.34	20.62	21.34
Aide/Porter	20.01	20.30	20.98

Retroactivity on wages shall be paid on the basis of hours paid, within thirty (30) days of ratification.

## APPENDIX "B" - PART TIME EMPLOYEES

Employees regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period will be considered as part time employees and will be subject to the provisions of this collective agreement, subject however, to the following amendments:

- a) **Seniority** - Part time employees will be in a separate seniority group from full time employees, and a separate seniority list shall be established and supplied to the Union in accordance with Article 11.05.
- b) **Hours of Work** - Article 18 does not apply to part time employees, excepting 18.04 and 18.14.
- c) **Rest Periods** - Part time employees shall be permitted one (1) fifteen (15) minute rest period in each three and one half (3.5) hour work period to be taken at a time determined by the Company, approximately half way through their shift.
- d) **Holidays** - The provisions of Article 20 apply to employees covered under Appendix "B".
- e) **Vacations** - Part time employees will receive vacation pay pro-rated in accordance with the provisions of Article 21.
- f) **Article 22 - Sick Leave** – Effective May 1, 2008 part-time employees will receive an additional three percent (3%) of their wages in lieu of sick leave. Existing sick banks will be frozen and may be used to cover legitimate absences from work or cashed in as per the collective agreement.
- g) **Article 23 - Welfare Benefits** - Does not apply to part time employees. Instead of these benefits, part time employees will receive an additional 4% of their wages, on every pay cheque

Notwithstanding the above, effective May 1, 2008, the company shall contribute 100% of the premium for the company life insurance plan for each employee who is eligible to enroll and is enrolled in the plan:

\$7,500 Life Insurance and \$7,500 AD & D

- h) **Probationary Period** - Part time employees shall be considered as probationary employees until they have completed two hundred and forty (240) hours worked.
- i) **Rates of Pay** - Part time employees shall receive the hourly rate based on the rates of pay and classifications in Appendix "A", except the rates shall apply as follows:

start rate:	at start
6 month rate:	after 12 months
12 month rate:	after 24 months