

COLLECTIVE AGREEMENT

BETWEEN



**ARAMARK Canada Limited
(The Captain William Jackman Memorial Hospital,
Component No. 4125
Labrador City, in the Province of Newfoundland)**

hereinafter called "the Employer"

AND

**THE UNITED STEELWORKERS OF AMERICA,
Local Union 6480, of Labrador City, Newfoundland**

hereinafter called "the Union"

01 April 2012 – 31 March 2016

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ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both parties of this Agreement:

- 1) to maintain and improve harmonious relations and settled conditions of employment between the Employer, employees, and the Union.
- 2) to recognize the mutual value of joint discussions and negotiations.
- 3) to encourage efficiency in operation to the end that the patients of the Hospital shall be well and efficiently served.

and whereas the parties to this Agreement desire to improve the quality of patient care in the Hospital and to promote the morale, well being, and security of the employees.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union agrees that the Employer has the right to manage the institutions under its control. The Union also recognizes that the Employer has the right to direct the working force and hire, promote, transfer, demote, or lay-off employees and to suspend, discharge, or otherwise discipline employees for just and reasonable cause.

Should a question arise as to the exercise of Management's rights in conflict with the specific provisions of this Agreement, failing Agreement by the parties, the matter shall be determined by the grievance and arbitration procedure.

ARTICLE 3 – RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer save and except manager, supervisors, and all persons above the rank of supervisor.

3.02 **Work of the Bargaining Unit** – Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting, emergencies, or when regular employees are not available, and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employee.

3.03 a) **Part-time Employee** – Part-time employee means a permanent employee who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of hours in each week.

- b) **Temporary Employee** – Means a person who is employed for a specific period of time and who may be laid off at the end of each period. Temporary employees shall be included in the bargaining unit with the same access to the grievance procedure as full-time employees.
- 3.04 **No Other Agreements** – No employee shall be permitted to make a written or verbal agreement with the Employer or his representative, which may conflict with the terms of this Collective Agreement.
- 3.05 a) **Union Access** – Employees shall have the right at any time to have the assistance of a full-time representative(s) of the Union on all matters relating to employer-employee relationships. Union representative(s) shall have access to the employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from their supervisor, and such permission will not be unreasonably withheld.
- b) Permission to hold meetings on the premises shall, in each case, be obtained from the Food Service Manager, and such meetings shall not interfere with the operation.
- 3.06 **New Positions** – In the event of the creation of a new classification during the term of the Agreement, the Employer shall set the rate for the probationary period. Thereafter, the parties to the Agreement shall meet to determine whether the new classification should be included in the bargaining unit or not, and if so, to negotiate the applicable salary. Should the parties disagree as to whether the classification should be included in the bargaining unit, the matter shall be referred to the Labour Relations Board for adjudication.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 There shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay off, recall discipline, classification, discharge, assignment of work, or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership or activity in the Union.

ARTICLE 5 – UNION SECURITY

- 5.01 **Membership Requirement** – All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union.
- 5.02 **New Members** – All new employees shall, as a condition of employment, become and remain members in good standing of the Union from the date of hiring.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 **Union Dues** – The Employer shall deduct union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the wages of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's constitution.

The Union will provide the Employer with written confirmation of such dues, fees or other deductions.

All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance is deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, AFL-CIO-CLC, P.O. Box 9083, Commerce Court Postal Station, Toronto, Ontario, M5L 1K1 in such form as shall be directed by the Union to the Employer along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Atlantic Provinces Union office at 236 St. George St., Suite 318, Moncton, NB, E1C 1W1.

The remittance and the R-115 form shall be accompanied by a statement containing the following information:

- a) A list of the names of employees from whom dues were deducted and the amount of dues deducted;
- b) A list of the names of all employees from whom no deductions have been made and reasons;
- c) This information shall be sent to both Union addresses identified in Article 6.03 in such form as shall be directed by the Union to the Employer.

6.02 **T-4 Slips** – The Employer agrees that when issuing T-4 slips, the amount of membership dues paid by an employee to the Union during the previous taxation year will be recorded on his T-4 slip.

ARTICLE 7 – EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 **Acquaint New Employees** – The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

7.02 **Copies of Agreement** – On commencing employment, the employee's immediate Supervisor shall introduce the new employee to his Union Steward or Representative. It will be the responsibility of the Employer to supply a copy of the Collective Agreement to all new hires.

- 7.03 **Interviewing Opportunity** – A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and responsibilities of Union membership. When possible such interviewing will take place on a group basis during the orientation program for new employees.

ARTICLE 8 – CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the District Manager, or his designated Representative, and the Secretary of the Union.

ARTICLE 9 – LABOUR MANAGEMENT COMMITTEE

- 9.01 At the request of either party, a Labour-Management Committee consisting of an Employer and a Union representative with alternates, shall meet to discuss matters of mutual interest other than subjects relating to grievances and negotiations.

- 9.02 The party requesting the meeting will be responsible for preparing the agenda.

- 9.03 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the representatives as promptly as possible after the close of the meeting.

- 9.04 **Jurisdiction of the Committee**

The Committee shall not supercede the activities of any other Committee of the Union or of the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in its discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 – STATE OF EMERGENCY DUE TO WEATHER CONDITIONS

- 10.01 **Adverse Weather Conditions** – The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate provincial or municipal authority:

- a) All employees are required to report for duty as scheduled;
- b) When an employee, through no fault of his own, is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other

benefits, nor shall he be required to make up, in any way, for time lost due to not reporting for work;

- c) Notwithstanding 10.01 & (a) above, the Employer reserves the right to close down or reduce staffing levels in any department(s), in which event employees so affected will not be required to report for duty, and shall be paid in accordance with the terms of 10.01 & (b).
- d) An employee who worked during the emergency will be paid at the rate of time and one half (1 1/2) for all hours worked.

ARTICLE 11 – GRIEVANCE PROCEDURE

- 11.01 **Definition of Grievance** – A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.
- 11.02 **Prompt Procedure** – In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Shop Stewards to assist any employee in preparing and presenting his grievance in accordance with the grievance procedure.
- 11.03 **Shop Stewards** – The Employer acknowledges the right of the Union to appoint or elect one (1) Shop Steward and one (1) alternate.
- 11.04 **Names of Stewards** – The Union shall notify the Employer in writing of the name of the Steward and his alternate, and the department(s) he represents before the Employer shall be required to recognize him.
- 11.05 **Processing of Grievances** – Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative.
- 11.06 **Permission to Leave Work** – It is agreed that Shop Stewards will not absent themselves from their departments for the purpose of handling grievances without first obtaining permission of the Shop Stewards' Supervisor, and that permission will not be unreasonably withheld.
- 11.07 **Settling of Grievance** – An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step # 1

The employee, together with his Shop Steward, may within seven (7) working days after the aggrieved employee became aware of the occurrence of the grievance submit his grievance in writing to the Food Service Manager or his designate, and an earnest effort shall be made by all parties to settle the grievance.

Step # 2

Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step # 1, the Shop Steward and/or the employee within a further three (3) working days, may submit to the District Manager, a written statement of the particulars of the grievance and redress sought. The District Manager shall render his decision within four (4) working days of receipt of such notice.

Step # 3

Failing settlement being reached in Step # 2, the Shop Steward, assisted by another Union Representative, may within five (5) working days submit the grievance to the Vice-President who shall render his decision within seven (7) working days of receipt of such notice. Failing settlement being reached in Step # 3, either party may refer the dispute to Arbitration within fifteen (15) calendar days of the Vice-President's decision in Step # 3.

- 11.08 **Policy Grievance** – Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union may initiate a grievance and the parties may mutually agree to by-pass Step 1 of this Article.
- 11.09 **Union May Institute Grievances** – The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step # 1.
- 11.10 **Replies in Writing** – Replies to grievances stating reasons shall be in writing at all steps.
- 11.11 **Facilities for Grievance Meetings** – The Employer shall supply the necessary facilities for the grievance meetings.
- 11.12 **Mutually Agreed Changes** – Any mutually agreed changes in this Collective Agreement made in accordance with Clause 34.02 shall form part of this Collective Agreement, and are subject to the grievance and arbitration procedure.

ARTICLE 12 – ARBITRATION

- 12.01 **Composition of Board of Arbitration** – When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of the Arbitrator.
- 12.02 Within thirty (30) calendar days thereafter, the other party shall answer by registered mail accepting the proposed Arbitrator or proposing an alternative.
- 12.03 **Failure to Appoint** – If the parties fail to agree on the Arbitrator within forty-five (45) days of the date of notice provided in accordance with Art. 12.01, either party, within five (5) days of the expiry of the forty-five (45) days, may request that an Arbitrator be appointed by the Minister of Labour.

- 12.04 **Arbitration Procedure** – The Arbitrator shall determine the procedure, but shall give full opportunity to all parties to present evidence and make representations. In an attempt at justice, the Arbitrator shall, as much as possible, follow a layman's procedures and shall avoid legalistic or formal procedures. The Arbitrator shall hear and determine the difference or allegation and render a decision within ten (10) days from the conclusion of the hearing.
- 12.05 **Decision of the Arbitrator**– The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement deemed just and equitable.
- 12.06 **Expenses** – Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator appointed.
- 12.07 **Amending of Time Limits** – The time limits fixed in both the grievance and arbitration procedure are mandatory, but may be extended upon written request by either party up to a maximum of one (1) month.
- 12.08 **Witnesses** – At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of any employee(s) concerned as witnesses and any other witnesses.
- 12.09 Notwithstanding the above, the parties may apply to the Minister of Labour for grievance mediation.

ARTICLE 13 – PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

- 13.01 a) **Probationary Period** – The probationary period will be three hundred sixty (360) hours worked.
- b) **Discharge Procedure** – An employee who has completed his probationary period may be dismissed, but only for just and reasonable cause. When an employee is discharged, suspended, or reprimanded, such employee shall be advised within five (5) days in writing by the Employer of the reason for such discharge, suspension or reprimand.
- c) **Termination of Probationary Employee** – Probationary employees may be disciplined or discharged for a lesser standard than non-probationary employees. The termination of probationary employee is not subject to the grievance procedure unless discrimination is alleged.
- 13.02 **May Omit Grievance Steps** – An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, Grievance Procedure. Step # 1 of the Grievance Procedure shall be omitted in such cases.

- 13.03 **Unjust Suspension or Discharge** – Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in his former position, without loss of seniority and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of an Arbitrator or of a Board of Arbitration if the matter is referred to such a Board.
- 13.04 **Warnings** – Whenever the Employer deems it necessary to censure an employee including a probationary employee, in a manner indicating that dismissal may follow any further infraction, or may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the employee involved.
- 13.05 a) **Adverse Report** – The Employer shall notify an employee in writing of any dissatisfaction concerning his work within five (5) working days of the event of a complaint. This notification shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his record for use against him at any time.
- b) The report of an employee shall not be used against him after fourteen (14) months have elapsed, providing another warning or reprimand relating to the same or a similar offence has not been given within that period. The employee's written reply to such notification of dissatisfaction shall become part of his record.
- c) This Article shall apply in respect of any expression of dissatisfaction relating to his work which may be detrimental to an employee's advancement or standing with the Employer.
- 13.06 **Personnel Files** – There shall be one (1) recognized personnel file and this file shall be maintained in the Dietary Department. An employee has the right, after making an appointment and during working hours to inspect his personnel file and he may be accompanied by a representative of the Union if he so desires.

ARTICLE 14 – SENIORITY

- 14.01 **Seniority Defined** (Type of Seniority Unit) – Seniority is defined as the length of continuous service with the Employer, and, subject to the provisions of Articles 14.04, 23.04, 23.07 (c) and 23.11 or any other appropriate article, shall date from the last entry into employment with the Employer. Seniority shall operate on a bargaining unit wide basis.

For the purpose of this article, temporary employees shall be credited for seniority purposes with all hours worked from their original date of hire, subject to articles 14.03 and 14.04.

- 14.02 **Seniority List** – The employer shall maintain two separate seniority lists for permanent and temporary employees. The seniority lists will show the date on which the employee's service

commenced and the length of service on which the seniority is based. An up-to-date seniority list shall be posted, and a copy sent to the Union in January of each year.

14.03 **Probation for Newly Hired Employees** – Newly hired employee(s) shall be on a probationary basis for a period as indicated in 13.01 (a) and subject to clause 13.01 (c) shall be entitled to all rights, privileges, and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 **Loss of Seniority** – An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:

- a) he is discharged for just and reasonable cause and is not reinstated;
- b) he resigns in writing;
- c) he is absent from work in excess of five (5) working days without reasonable cause or without notifying the Employer, unless such notice was not reasonably possible;
- d) he fails to return to work within ten (10) calendar days following a lay off and after being notified by registered mail to do so, unless through sickness or other just and reasonable cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for part-time work or employment of short duration at a time when he is employed elsewhere, shall not lose his recall rights for refusal to return to work;
- e) he is laid off for a period longer than two (2) years unless extended in writing by mutual agreement between the parties.

14.05 **Transfers and Seniority Outside Bargaining Unit** – No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority while outside the unit. The provisions of Article 15.05 (Trial Period) and Article 16.01 (Role of Seniority in Lay-offs), shall apply to employees transferred or promoted to positions outside the bargaining unit.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 **Job Postings** – When a vacancy occurs or a new position is created in the bargaining unit, the Employer shall post notices of the position in accessible places in the Dietary Department for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Union. Employees interested in promotion outside the bargaining unit shall be considered for such vacancies.

15.02 **Information on Postings** – For vacancies or new positions inside the bargaining unit such notices shall contain the following information: title of position, qualifications, required knowledge and education, skills, wage or salary rate or range, and whether shift work could

be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to male and female applicants."

- 15.03 **Procedure for Filling Vacancies** – No position will be filled from outside the bargaining unit until the applications of present employees have been fully processed.
- 15.04 **Role of Seniority in Promotions and Transfers** – Both parties recognize:
- a) The principle of promotion within the service of the Employer;
 - b) That job opportunity should increase in proportion to length of service. Therefore, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on a seniority basis for filling such vacancy, provided that the applicant's qualifications meet the required standards for the new position. Appointments from within the bargaining unit shall be made within four (4) weeks of posting.
- 15.05 **Trial Period** – The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position or wage rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position or wage rate, without loss of seniority.
- 15.06 **Promotions Requiring Higher Qualifications** – Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for such qualifications prior to filling of a vacancy, and indicates so in his application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding two (2) months and to revert to his former position if the required qualifications are not met within such time.
- 15.07 **Notification of Successful Applicant** – Within five (5) days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on the bulletin board(s) provided for Union notices.
- 15.08 **Handicapped Worker Provision** – An employee who has become incapacitated by injury or illness will be employed in other work which he can do, providing a suitable position is available, and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority.
- 15.09 **Disabled Employee's Preference** – An employee who has been incapacitated at his work by injury or compensable occupation disablement, and is unable to perform his regular duties, will be employed in other work which he can do providing a suitable position is available, and the applicable rate for the new position will apply. Such employee shall not displace an employee with more seniority.

- 15.10 **Older Worker Provision** – An employee, who, through advancing years or temporary disablement, is unable to perform his regular duties will be employed in some work which he can do providing a suitable position is available and the applicable rate for the new position will apply. Such an employee shall not displace an employee with more seniority.
- 15.11 **Pay During Upgrading** – When an employee wishes to upgrade himself through an Employer approved training course, then with the prior approval of the Employer, education leave may be awarded for such attendance. The duration of the rates of pay or bursary for such leave shall be in accordance with the terms and conditions established by the Employer.
- 15.12 **Assistance for Training** – The Employer agrees to give as much assistance as practical to employees who desire further training.
- 15.13 **Changes in Pay on Promotion** – Changes in pay rates as a result of promotion shall be effective from the date of promotion as specified in the letter of appointment.

ARTICLE 16 – LAY OFF AND RECALLS

- 16.01 **Role of Seniority in Lay Off** – Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay off, employees shall be laid off in the reverse order to their seniority provided that those employees being retained have sufficient qualifications to perform the work required, and provided that all temporary employees are laid off first.
- 16.02 a) **Recall Procedure** – Employees shall be recalled in the inverse order of lay-off provided that those employees being recalled have sufficient qualifications to perform the work required.
- b) Temporary employees shall be recalled in order of seniority provided that those employees being recalled have sufficient qualifications to perform the work required.
- 16.03 **No New Employees** – No new employees shall be hired until those laid off have been given an opportunity of recall, provided that those recalled have sufficient qualifications to perform the work required.
- 16.04 **Advance Notice of Lay Off** – Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off ten (10) working days prior to effective date of lay off. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

ARTICLE 17 – HOURS OF WORK AND WORK SCHEDULE

- 17.01 a) **Hours of Work** – The normal daily hours of work shall be seven and one-half (7 1/2) hours per day exclusive of meal breaks.

- b) On an experimental basis and without committing either party to a permanent change in the existing hours of work, the parties may jointly establish a schedule providing for a compressed work week.
- 17.02 a) **Normal or Average Days per Week** – The normal days of work shall be either five (5) days per week, or four (4) days in one week and six (6) days in the alternate week, or three (3) days in one week and seven (7) days in the alternate week.
- b) It is agreed that those institutions which, through established institutional policy, currently follow a practice of not scheduling employees to work more than five (5) days in a calendar week shall continue this practice for the life of this Agreement.
- 17.03 a) **Working Schedule** – Days off shall be planned in such a way as to equally distribute weekends off. Employees shall receive a minimum of every third weekend off.
- b) There shall be no split shifts except by mutual agreement.
 - c) The most senior part-time employee will be scheduled up to a maximum of 7.5 hours per day and 37.5 hours per week. Employees who have worked or who are expected to work 34.5 hours or more in any given calendar week will not be called in for shifts of less than three hours' duration, unless another qualified employee is not available. Regular shifts up to equivalent full-time will be assigned in order of seniority to the part-time employees available and qualified to perform the task
 - d) Where a shift of less than three (3) hours duration becomes available the Employer shall, at its discretion, authorize an employee on the premises to work overtime, or call in a part time or temporary employee as required.
 - e) The working schedule of each employee, showing the shifts and days off work, shall be posted in an appropriate place at least two weeks in advance. When an employee's days off are rescheduled within forty-eight (48) hours of the originally scheduled days off he shall be paid double time for hours worked on the originally scheduled days off. The Employer shall not require an employee to work overtime on his days off for the purpose of defeating the penalty payment for re-scheduling contained herein.
- 17.04 **Rest Periods** – An employee shall be permitted a rest period of fifteen (15) consecutive minutes during each period of four consecutive hours of work.
- 17.05 **Days Off** – Days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed.
- 17.06 **Consecutive Shifts** – No employee shall be compelled to work more than seven (7) consecutive days in a ten (10) day period unless otherwise mutually agreed.
- 17.07 **Exchange of Shifts** – Employees shall be allowed to exchange shifts provided that all shifts involved in the change are covered and that the Food Service Manager has given approval. Such approval shall not be unreasonably withheld.

17.08 Employees reporting for scheduled work shall be guaranteed three hours of work or three (3) hours of pay.

ARTICLE 18 – OVERTIME

18.01 Definition of Overtime

- a) **Full-time Employee** – All time worked by a full-time employee before or after his regularly scheduled daily or weekly hours shall be considered overtime.
- b) **Part-time Employee** – All time worked by a part-time employee in excess of equivalent full-time hours shall be considered overtime. Part time employees shall not be scheduled by the Employer for less than three (3) hours in any shift. After their scheduled hours, up to equivalent full-time hours, part-time employees shall be paid the sum of twenty cents (20 cents) per hour in addition to their regular hourly rate.
- c) **Approval of Overtime** – All overtime is subject to the prior approval of the Food Service Manager or his designated representative.

18.02 **Normal Overtime Rate** – The normal overtime rate for all employees shall be pay or time off at the rate of time and one half (1 1/2) the employee's regular hourly rate.

18.03 **Compensation for Work on Paid Holidays not Scheduled** – For hours worked on a holiday when the employee was not scheduled to work, he shall be paid in addition to the normal day's pay at the rate of time and one half (1 1/2) his regular hourly rate.

- 18.04 a) **Meal Periods** – The Employer will endeavour to post the meal period for employees prior to the commencement of the shift, but in any event it shall be posted within the first two (2) hours of the shift. The Employer can change the posted period in the event of unforeseen circumstances.
- b) During the meal period employees are permitted to leave the premises.
- c) Employees recalled to the work area during the meal break will be paid at the applicable overtime rate for the period worked.

18.05 **No Lay Off to Compensate for Overtime** – An employee shall not be required to take a lay off during regular hours to equalize any overtime worked.

18.06 **Calculating of Overtime Rates** – An employee who is absent on approved time off during his scheduled work week because of sickness, bereavement, holiday, vacation or other approved leave of absence, shall, for the purpose of computing overtime pay, be considered as if he had worked during his regular hours during such absence.

18.07 **Sharing of Overtime** – Overtime and call back time shall be divided equally among employees qualified to perform the available work.

- 18.08 **Double Shift** – An employee shall not be required to work a double shift without his consent.
- 18.09 **Call Back** – An employee who is called in to work outside his normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate.
- 18.10 **Consecutive Work Premium** – Subject to Clause 17.06, all work performed on the eighth day and subsequent consecutive days of work shall be paid for at the rate of double time. This clause shall not apply to those consecutive shifts of work in excess of seven days worked at the request of the employee.
- 18.11 **Time Off in Lieu of Overtime** – Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a time to be mutually agreed between the employee and his Food Service Manager. The employee's decision to receive time off must be conveyed to the Food Service Manager within seventy-two (72) hours of the conclusion of the overtime. Should the time off not be given within forty-five (45) calendar days, the employee shall receive pay at the appropriate overtime rate.

ARTICLE 19 – SHIFT WORK

- 19.01 Effective date of signing, a shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for each hour the employee works between the hours of 1600 hours on one (1) day and 0800 hours on the following day. This shift differential shall not apply to the recognized day shift that may commence before 0800 hours on a day or that may end after 1600 hours.
- 19.02 **Rest Between Change of Shifts** – There shall be at least sixteen hours between change of shifts unless otherwise agreed to by mutual consent.
- 19.03 **Rotation of Shifts** – The rotation of shifts shall be carried out in an equitable manner. Each employee shall receive at least seven (7) days of day shift in a month, provided he may waive this right.
- 19.04 **Weekend Premium** – Effective date of signing, there will be a weekend premium of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday.

ARTICLE 20 – HOLIDAYS

20.01 **Holidays** – Employees shall receive one day paid leave for each of the nine holidays as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Commonwealth Day	Christmas Day
July 1 st	Boxing Day
Regatta Day	

20.02 **Compensation for Holidays Falling on Saturday** – For the purpose of this Agreement when any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 20 – Holidays. All other employees shall observe the following Monday as the holiday.

20.03 **Compensation for Holidays falling on a Sunday** – For the purpose of this agreement when any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 20 – Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding clause already applied to Monday) as the holiday.

20.04 **Pay for Scheduled Work on Holidays** – Employees who are scheduled to work on a designated holiday (20.01) shall be paid at the rate of time and one half (1 1/2) and will be granted another day off within thirty days. If such time off cannot be granted within thirty days, then the employee will receive one day's regular pay in lieu.

20.05 **Compensation for Holidays falling on Scheduled Day off** – When any of the aforementioned holidays (20.01) fall on the employee's scheduled day off, the employee shall receive another day off with pay to be taken within thirty days. If such time off cannot be granted within thirty days, the employee will be paid one day's regular pay in lieu.

20.06 **Compensation for Work Performed on a Holiday Falling on Scheduled Day off** – When a holiday falls on an employee's day off and he is required to work on such a holiday, he shall receive two hours' pay for each hour worked on such a holiday in addition to holiday pay. If at the request of the employee time off in lieu is granted, it shall be on the basis of two hours off for each hour worked.

20.07 a) **Christmas & New Year's Leave** – An employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day and shall receive New Year's Eve as a scheduled day off. An employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day and shall receive Christmas Eve as a scheduled day off unless otherwise mutually agreed.

- b) Permanent employees who are scheduled to work Christmas Eve and Christmas Day in one year shall be scheduled off for those days in the following year. Subject to operating requirements, this alternation may be varied by mutual agreement between employees and employer.
- 20.08 Should any new holidays not routinely scheduled, be specifically proclaimed by the Provincial authorities, it shall be granted to employees within the scope of this Agreement.
- 20.09 **Statutory Holiday While on Workers' Compensation** – If a designated statutory holiday occurs while an employee is on Workers' Compensation, the employee will be paid for the statutory holiday and not be paid Workers' Compensation for that day.
- 20.10 **Statutory Holiday During Sick Leave** – **If an employee is sick on the day designated as a statutory holiday, the employee will be paid for the statutory holiday, and there shall be no deduction from the employee's sick leave.**

ARTICLE 21 – VACATIONS

- 21.01 a) **Length of Vacation** – **Full time employees shall receive an annual vacation with pay in accordance with his years of employment as follows:**
 - 1) Less than one year at the rate of one and two-thirds (1 2/3) days for each month of service.
 - 2) One year but less than ten (10) years service, four (4) weeks.
 - 3) Ten (10) years but less than twenty-five (25) years of service, five (5) weeks;
 - 4) Twenty-five (25) or more years of service, six (6) weeks.
- b) **Calculation of Length of Vacation** – For the purpose of calculation of length of annual vacation with pay, it is agreed that an employee's service will be that service performed in the 12 month period from January 1st to December 31st.
- 21.02 **Compensation for Holidays falling within Vacation Schedule** – If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day at a time to be mutually agreed upon.
- 21.03 **Calculation of Vacation Pay** – Vacation pay shall be at the rate effective immediately prior to the vacation period. However, should any wage increase become effective during the employee's vacation period, he shall receive the benefit of such increase from the effective date.
- 21.04 a) **Vacation Pay on Termination or Retirement** – An employee terminating his employment at any time in his vacation year, before he has had wages in lieu of such vacation at termination, provided that the employee gives proper notice of termination. In the event that proper notification of termination is not given, payment

will be made at the earliest possible date, but in any event, no later than the second pay day following the date of termination.

- b) Employees shall give the Employer fourteen (14) days notice of intention to terminate their employment. The period of notice may be reduced or eliminated by mutual consent. Annual leave shall not be used as any of the period of notice referred to in this Article.

21.05 **Selection of Vacation Dates** – Employees, in consultation with the Manager, shall determine the method of selecting vacation dates. In the event that majority agreement cannot be reached, preference in vacations shall be regulated according to a rotation plan. The initial placement of employees in the rotation plan will be in accordance with seniority; thereafter the rotation will proceed without regard to seniority.

21.06 **Vacation Schedule** – Vacation schedules shall be posted by May 1 of each year and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacations shall commence immediately following an employee's regularly scheduled days off.

21.07 **Carry Forward of Vacation** – An employee may carry forward to another year any proportion of annual leave not taken by him in previous years until, by so doing, he has accumulated a maximum of:

- 1) Twenty (20) days annual leave, if he is eligible for twenty (20) days in any year.
- 2) Twenty-five (25) days annual leave if he is eligible for twenty-five (25) or thirty (30) days in any year.

21.08 **Anticipated Vacation** – An employee with more than sixty (60) calendar days service may anticipate his vacation to the end of the current vacation period as stipulated in clause 21.01 (b).

21.09 **Overtime Vacation Rate** – When an employee is required to work during his vacation he shall receive pay of time and one half. Hours worked while on vacation shall not be deducted from the employee's vacation credits.

21.10 a) **Substitution for Vacation** – An employee who qualifies for sick leave under Article 22 while on vacation may change the status of his leave to sick leave effective the date of notification to the Employer. The employee shall submit on his return to duty a certificate stating the total period during which he qualified for sick leave.

b) In the case of an employee who is admitted to hospital while on annual leave, he may change the status of his leave to sick leave with effect from the date he was admitted to hospital.

c) An employee who, while on vacation qualified for bereavement leave, shall be credited the appropriate number of days to vacation leave.

- d) The period of vacation so displaced in 21.10 (a), 21.10 (b), and 21.10 (c) shall be reinstated for use at a later date to be mutually agreed.
- 21.11 **Accumulation of Annual Leave while on Sick Leave, etc.** – Except in the case of extended illness immediately prior to the usual retirement period, an employee shall be eligible to accumulate annual leave while on sick leave or any other paid leave.
- 21.12 **Vacation Leave during Special Leave Without Pay** – An employee on special leave without pay in excess of twenty (20) days in total in the calendar year, shall not accumulate Vacation Leave during such period of special leave without pay.

ARTICLE 22 – SICK LEAVE

- 22.01 The Employer agrees to honor any accumulated sick leave which was on an employee's record as of March 31, 1982.
- 22.02 An employee will benefit from Clause 22.04 and Clause 22.05 only when his recognized accumulated sick leave according to Clause 22.01 above is completely exhausted.
- 22.03 Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable under the Workmen's Compensation Act.
- 22.04 **Wage Continuation Plan** – A full-time employee will be entitled to receive benefits through a "I-4-26" Wage Continuation Plan (first day of accident or hospitalization or fourth day of illness, for a maximum of twenty-six weeks), that pays sixty-six and two-thirds percent (66 2/3%) of the employee's regular wages and the Plan will be co-ordinated with the terms and conditions of the Unemployment Insurance Commission.
- 22.05 **Sick Days** – In addition to the Wage Continuation Plan described in Clause 22.04, each full-time employee will be entitled to a bank of twelve (12) non-cumulative sick days per year for which the employee will be paid his regular wages for time during which he is absent from work, due to illness which renders him unable to work.
- 22.06 The Wage Continuation Plan shall be registered with the Unemployment Insurance Commission and any resulting premium reduction shall be the sole property of the Employer.
- 22.07 **Proof of Illness** – Before receiving benefits as provided by Article 22 – Sick Leave, an employee may be required to produce a medical certificate for an illness in excess of two (2) consecutive working days. In cases of suspected abuse shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of sickness.
- 22.08 An employee who is confined to hospital or at home as the result of a serious illness or accident must report his condition periodically.

- 22.09 When an employee has used the maximum of sick leave to which he is entitled in accordance with this Agreement he may elect, if he is still unfit to return to duty, to proceed on annual leave including current and accumulated leave, if he is eligible to receive such leave without pay. Medical certificates shall be submitted as required by the hospital.
- 22.10 **Injured on Duty** – An employee who is injured during working hours and is required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or work day at his regular rate of pay without deduction from sick leave, provided that a Medical Practitioner, the staff Health Officer, or the Nurse in charge states that the employee is unfit for further work.
- 22.11 **Disability Retirement** – If it appears, in the opinion of a Medical Doctor, that it is unlikely that the employee will be able to return to duty after the expiration of his sick leave, the employee may be retired effective when his sick leave has expired or at retirement age and paid such pension award as he may be eligible to receive.

ARTICLE 23 – LEAVE OR ABSENCE

- 23.01 **Negotiation Pay Provision** – Representatives of the Union shall not suffer any loss of pay or accumulative benefits for total time spent in negotiations with the Employer up to and including the first Conciliation meeting, if applicable.
- 23.02 **Grievance and Arbitration Pay Provision** – Representatives of the Union shall not suffer any loss of pay or accumulative benefits for total time spent in grievance and arbitration procedure.
- 23.03 a) **Leave of Absence for Union Business** – Upon written request by the Union to the Food Service Manager, and with the approval in writing of the Food Service Manager, leave with pay shall be awarded as follows:
- 1) For an employee who is an elected delegate, and who is required to attend the International Convention of the United Steelworkers, or the Convention of the Newfoundland Federation of Labour or Atlantic Conference, leave with pay not exceeding five (5) days in any one (1) year for each of the above conventions.
 - 2) For an employee who is an elected delegate, who may wish to attend the National Convention of the United Steelworkers, and the Convention of the Canadian Labour Congress, leave with pay not exceeding five (5) days in any one year; no more than two (2) employees at one time from United Steelworkers of America, Local 6480.
 - 3) Leave with pay shall be granted to an employee to attend educational seminars, provided that the total leave with pay granted under this Clause in any one year shall not, in any event, exceed four (4) days.

- b) Additional unpaid leave for the purpose of attending to Union Business, attending conferences, schools or seminars of the Union, Newfoundland Federation of Labour, or Canadian Labour Congress may be granted by the Food Service Manager on request.

23.04 **Leave of Absence for Full Time Union Representatives** – An employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request, during his term of office. Such employee shall receive his pay and benefit as provided for in this Agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

23.05 **Paid Bereavement Leave** – Subject to clause 23.05 (c) an employee shall be entitled to bereavement leave with pay as follows:

- a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, common-law spouse, legal guardian, grandmother, grandfather, mother-in-law, father-in-law, or near relatives living in the same household, three days; and
- b) in the case of his son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchild, one day.
- c) If the death of a relative referred to in Clause 23.05 (a) occurs outside the Province or on the island portion of the province, the employee may be granted leave with pay not exceeding for (4) days for the purpose of attending the funeral.
- d) In cases where extraordinary circumstances prevail, the Employer at his discretion may grant special leave with pay for bereavement up to a maximum of two (2) days in addition to that provided in the clauses 23.05 (a), (b), and (c).

23.06 a) Family Leave subject to clause 23.06 (b), (c) and (d), an employee who is required to:

- i) attend to the temporary care of a sick family member living in the same household;
- ii) attend to the needs related to the birth of the employee's child;
- iii) accompany a dependant family member living in the same household on a dental or medical appointment;
- iv) attend meetings with school authorities;
- v) attend to needs related to the adoption of a child; and
- vi) attend to needs related to home or family emergencies;

shall be awarded up to three (3) days paid family leave in any calendar year.

- b) In order to qualify for family leave, the employee shall:

- i) provide as much notice to the Employer as is reasonably possible;
 - ii) provide to the Employer valid reasons why such leave is required; and
 - iii) where appropriate, and in particular with respect to (iii), (iv) and (v) of 23.06 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave.
 - d) A temporary employee shall only be granted family leave if he reports to work following a recall and subsequently qualifies for family leave during that period for which he was recalled.
- 23.07 b) **Maternity Leave** – An employee shall be permitted to commence maternity leave at the beginning of her sixth (6th) month of pregnancy. In order to be entitled, the request must be made in writing at least two (2) weeks in advance of the date the leave commences. The notice requirements may be waived in the event of medical necessity. The maximum maternity leave allowed under this clause shall be fifty-two (52) weeks in total.
- c) **Protection of Position** – The employee shall resume her former position and regular hourly rate of pay upon return from maternity leave, with no loss of accrued benefits.
 - d) **Procedure for Return to Duty** – The employee may return to duty after two weeks notice of her intention to do so on the production of a certificate of fitness from her physician.
 - e) **Illness Associated with Pregnancy** – An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy provided that sick leave may not be awarded during the two month period prior to expected date of delivery.

23.08 **Adoption Leave** – Provided in accordance with Provincial legislation

23.09 **Benefits on Maternity/Adoption/Parental Leave**

- (i) While on maternity/adoption/parental leave, employees shall continue to accumulate service for seniority and annual leave purposes only (no retroactive application on annual leave). Maternity/adoption/parental leave up to fifty-two (52) weeks shall be counted as service for the purpose of step progression and severance pay.
- (ii) Employees on maternity/adoption/parental leave have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of fifty-two (52) weeks. Where the employee opts to continue to pay premiums and provides the Employer with written notice, the Employer will also pay its share of the premiums.

23.10 **Paid Jury or Court Witness** – The Employer shall grant leave of absence without loss of seniority, or accumulative benefits to an employee who serves as a Juror or witness in any

court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury or court witness service. The employee will present proof of service and the amount of pay received. An employee will suffer no loss of pay or accumulative benefits for time spent as a court witness in any matter arising out of his employment.

- 23.11 **Education Leave** – An employee who is upgrading his employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.
- 23.12 **General Leave** – With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority in exceptional circumstances, provided that employee has no current or accumulated annual leave available to him.
- 23.13 **Annual Medical/Dental Leave** – Employees shall be entitled up to one day per year with pay for medical care and one day paid leave for dental care provided the employee can show proof of having such care.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

- 24.01 **Availability of Cheques** – It is agreed that the Employer shall pay wages bi-weekly.
- 24.02 a) **Pay on Temporary Transfer to Higher Positions** – An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the hourly rate for the assigned position in accordance with the promotional procedure.
- b) Transfer within the bargaining unit shall be on the basis of seniority where ability and qualifications are equal.
- 24.03 **Pay on Temporary Transfer, Lower Rated Job** – When an employee is assigned to a position paying a lower rate, his rate shall not be reduced.
- 24.04 **Vacation Pay** – An employee who has earned at least two weeks annual leave, upon giving at least two weeks notice prior to the day preceding the office day on which he wishes to receive his advance payment, shall receive prior to commencement of his annual vacation any regular pay cheque(s) which may fall due during his vacation.
- 24.05 **Labrador Benefits** – Labrador Benefits shall be paid to all members of the bargaining unit employed by ARAMARK Canada Ltd. at the Captain William Jackman Memorial Hospital in Labrador City. The amounts and rates paid shall be the same as the amounts and rates paid by the Hospital. The Employer will make every effort to pay such benefits at the same time as the Hospital pays its staff. Labrador Benefits shall be paid in accordance with Schedule C attached.

ARTICLE 25 – GENERAL INTERPRETATION

25.01 **Plural or Feminine Terms May Apply** – Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 26 – GROUP INSURANCE PLAN

26.01 The Employer will continue to provide a Group Insurance Plan, the major features of which are:

- a) \$10,000 Life Insurance
- b) \$10,000 Accidental Death and Dismemberment and Loss of Sight.
- c) Major Medical:
 - i) \$10 deductible single coverage per year
 - ii) \$20 deductible family coverage per year
 - iii) 100% co-insurance

It is understood and agreed that all Group Insurance Plan benefits shall be in accordance with and subject to the terms and conditions of the Group Policy issued to the Employer by the Group Insurance Carrier and which is now in existence.

Effective date of signing, a pay direct Manuscript card will be provided to employees for prescription drug purchases.

26.02 It shall be a condition of employment that all eligible employees upon completion of their probationary period shall join the plan.

26.03 The Employer and employee shall pay the premium of this Group Insurance Plan including Optional Vision Care, for each eligible employee who is enrolled in this plan, on a 70%/30% cost sharing basis, 70% being paid by the Employer.

Optional Dental Coverage available through the plan with the premium cost shared 50%/50%.

26.04 The provisions of Article 26.01 to Article 26.03 inclusive do not apply to part-time employees.

26.05 **Workmen's Compensation Pay Supplement** – All employees shall be covered by the Workmen's Compensation Act. Pending a settlement of an insurable claim, the employee shall be indemnified according to the provisions of Articles 22:01, 22:02 and 22:04 until such time as the Workers' Compensation Commission has adjudicated his/her claim. Such

indemnity will not be paid by the Employer if the occupational accident occurred as a result of the employee's misuse of, or failure to use necessary safety equipment or his/her failure to follow prescribed work procedures.

Should the claim be accepted, the employee will reimburse the Employer for all monies advanced with respect to the claim immediately following receipt of the first payment from the Workers' Compensation Commission.

ARTICLE 27 – TECHNOLOGICAL CHANGE

- 27.01 **Advance Notice** – Before the introduction of any technological change or new method of operation introduced by the Employer which affects the rights of employees, conditions of employment, wage rates or work loads, the Employer shall notify the Union of the proposed change.
- 27.02 **Consultation** – Any such change shall be made only after the Union and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification to the Union.
- 27.03 **Attrition Arrangements** – No employee will be laid-off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of additional training provided to equip the employees with the new or greater skills required by the technological change or new method of operation.
- 27.04 **Income Protection** – An employee who is displaced from his job by virtue of technological change or new method of operation will suffer no reduction in normal earnings, unless such employee has refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.
- 27.05 **Transfer Arrangements** – An Employee who is displaced from his job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies according to seniority, ability and qualifications.
- 27.06 **Training Benefits** – In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage rates during the training period of any such employee.
- 27.07 **No New Employees** – No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) already working, and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in Article 27.06.

ARTICLE 28 – CONTRACTING-OUT

- 28.01 **Employee Protection** – Should the Employer contract out work, the Employer agrees to provide other positions for any staff that would normally be laid off by the decision to contract out work and the employees' wages at the time of contracting out shall be maintained during the duration of this contract.
- 28.02 **Period of Notice** – No contract service will be finalized without the Union being given sixty (60) days notice of the Employer's intention to contract out the service.

ARTICLE 29 – UNIFORM AND CLOTHING ALLOWANCES

- 29.01 **Uniform Requirement** – Where the Employer requires a uniform to be worn, the Employer may provide the uniform or provide the employees with a uniform allowance of up to a maximum of One Hundred and Seventy-Five Dollars (\$175.00) per year. Reimbursement of the cost will be given upon production of a satisfactory receipt of purchase. Uniforms purchased by employees must be approved by the Employer as to color, style and material.
- 29.02 **Care of Clothing** – Employees who do not take reasonable care of Employer owned clothing may be required by the Employer to replace such clothing at their own expense.
- 29.03 **Restrictions on Use** – Employees shall not wear uniforms provided by the Employer when off duty.
- 29.04 **Laundry Allowance** – Each employee shall receive Two Dollars (\$2.00) per bi-weekly pay for the purpose of laundering his uniform.

ARTICLE 30 – GENERAL CONDITIONS

- 30.01 a) **Proper Accommodation** – Where possible, proper accommodation shall be provided for employees to have their meals and store and change their clothes.
- b) All employees working on an unsanitary or dangerous job shall be supplied with all necessary tools, safety equipment and protective clothing. The Employer will endeavour, whenever possible, to provide locker space for the protection of clothing.
- 30.02 **Bulletin Boards** – The Employer shall provide suitable bulletin boards for the exclusive use of the Union, placed so that all employees will have access to them and upon which the Union shall have the right to post notices of Union Business.
- 30.03 **Parking Facilities** – The Employer shall provide, whenever possible, adequate facilities for employees to park their cars during their working hours.
- 30.04 a) **Portability** – Employees who are accepted for employment in another or the same ARAMARK Canada Ltd. Hospital Dietary Department covered by a Steelworkers

Agreement in the Province of Newfoundland within thirty (30) days of resignation shall retain portability respecting:

- 1) Pension Plan
 - 2) Accumulated vacation entitlement
 - 3) Health and Insurance Plans.
- b) Employees who receive portability of benefits under 30.04 (a) shall be placed on the appropriate wage scale at their new place of employment in accordance with the following:
- 1) If the new position carries a pay range higher than that of the position just vacated, the employee shall be placed on the appropriate step of the new pay range in accordance with existing promotion procedures.
 - 2) If the new position carries a pay range equivalent to that of the position just vacated, the employee shall be placed on the same step of the equivalent pay range in accordance with existing transfer procedures.
 - 3) If the new position carries a pay range lower than that of the position just vacated, the employee shall be placed on the first step of the new pay range in accordance with existing voluntary demotion procedures.
- c) It is agreed that the thirty (30) day time limit provided for in 30.04 (a) may be extended by up to fifteen (15) days in cases where an employee has applied for employment within thirty (30) days of resignation and the acceptance has not been finalized within thirty (30) days of resignation.

30.05 **Part-time Employees** – Part-time employees shall receive the benefits specified in this Agreement on a pro rata basis according to their hours of work, subject to Schedule B.

ARTICLE 31 – EFFECT OF LEGISLATION

31.01 **Continuation of Acquired Rights** – All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence, and either party, upon notice to the other, may reopen the pertinent parts of the Agreement so that the portions thus invalidated may be amended as required by law.

ARTICLE 32 – COPIES OF AGREEMENT

- 32.01 **Cost of Printing** – The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his rights and obligations under it. For this reason the Employer shall reproduce, at a cost to be equally shared between the Union and the Employer, sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 33 – SEVERANCE PAY

- 33.01 **Service Requirements** – An employee who has nine or more years continuous service in the employ of the Employer is entitled to be paid on resignation or retirement, severance pay equal to the amount obtained by multiplying the number of completed years of continuous employment by his weekly salary to a maximum of twenty weeks pay. For the purpose of this Article, service for a seasonal employee shall be the actual period of employment with the Employer provided that where a break in employment exceeds twelve consecutive months service shall commence from the date of re-employment.
- 33.02 Any severance pay entitlement of a deceased employee, shall be paid to such employee's estate.


ARTICLE 34 – DURATION OF AGREEMENT

- 34.01 **Duration** – This Agreement shall be in effect from the date of signature to March 31, 2016, and thereafter from year to year unless either party gives notice in writing of termination of amendment not more than sixty (60) calendar days and not less than thirty (30) calendar days prior to the date of expiration.
- 34.02 **Changes in Agreement** – Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 34.03 **Notice of Changes** – Either party desiring to propose changes in this Agreement shall, within thirty (30) calendar days following receipt of notice under 34.01, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

Signed this _____ day of _____ 2014.

FOR ARAMARK CANADA LIMITED:

FOR THE UNITED STEELWORKERS OF AMERICA



Millicent Dampare




Euclide Hache




George MacMaster



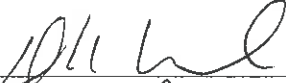
Lawrence McKay



Tracy Duder




~~Ellen Parsons~~



Doug Ward



Wilf Prescott



Lynn Ervin

LETTER OF UNDERSTANDING NO. 1

March 14, 2002

Mr. Tom Harris
Staff Representative
United Steelworkers of America
105 Hudson Dr.
Labrador City, Newfoundland
A2V 1L4

Dear Mr. Harris:

This will confirm our understanding that the eligible employees of ARAMARK Canada Ltd. at the Jackman Hospital may apply for the Extended Unpaid Leave that the Hospital offers to its employees. ARAMARK Canada Ltd. employees shall abide by the Hospital's Policies and Procedures when applying for such Leave and shall make their requests to the ARAMARK Canada Ltd. Food Service Manager.

Yours truly,

John MacDonald
Regional Manager

MEMORANDUM OF UNDERSTANDING

WAGE RATES FOR COOK I & II:

Parties agree to provide employees in the classifications of Cook I and II a non-pensionable market factor of one dollar and sixty-five cents (\$1.65) per hour effective January 1, 2014. This market factor will not be considered part of the employee's salary for any purposes. The market factor will cease to be paid effective April 14, 2015.

WAGE RATES FOR ALL CLASSIFICATIONS:

Effective April 15, 2015, the following revised wage rates will take effect for the following classifications:

FSW I \$20.48
Cook II \$ 23.89
Cook I \$ 22.62

SCHEDULE A – SALARIES

Effective April 1, 2012 – 0%

FSW I	HS19	\$17.63	\$18.34	\$19.03
Cook I	HS20	\$18.01	\$18.76	\$19.50
Cook II	HS21	\$18.29	\$19.10	\$19.92

Effective April 1, 2013 - \$1400 bonus

(pro-rated based on previous 12 months from the date of signing)

Effective April 1, 2014 – 2%

FSW I	HS19	\$17.98	\$18.71	\$19.41
Cook I	HS20	\$18.37	\$19.14	\$19.89
Cook II	HS21	\$18.66	\$19.48	\$20.32

Effective April 1, 2015 – 3%

FSW I	HS19	\$18.52	\$19.27	\$19.99
Cook I	HS20	\$18.92	\$19.71	\$20.49
Cook II	HS21	\$19.22	\$20.07	\$20.93

SCHEDULE B – BENEFITS FOR PART TIME EMPLOYEES

Regular part time employees shall be subject to the provisions of this agreement with the following exceptions. For the purpose of this schedule, employees who average nineteen (19) or more worked hours per week over a twelve (12) month period, excluding periods of leave replacement of one week or more, shall be considered regular part time employees.

A) Vacation

Regular part time employees shall be entitled to vacation leave based on the following formula, calculated annually:

total hours worked in the preceding vacation year times annual leave entitlement in days

1950 = number of full days vacation

N.B. For the 1990-91 vacation year, the total hours worked will be based on the 1989 vacation year.

B) Sick Leave and Group Insurance

Regular part time employees shall not be entitled to sick leave or coverage under the group insurance plan, except as hereinafter provided. They will, instead, receive compensation in lieu at the rate of three (3) percent for all hours worked, payable upon the completion of twelve (12) calendar months' employment, provided that the employee has worked an average of nineteen (19) or more hours per week during the twelve (12) month period, excluding periods of leave replacement of one week or more.

C) Workmen's Compensation Pay Supplement

All employees shall be covered by the Workmen's Compensation Act. Pending a settlement of an insurable claim, the employee shall be indemnified according to the provisions of Articles 22:01, 22:02 and 22:04 until such time as the Workers' Compensation Commission has adjudicated his/her claim. Such indemnity will not be paid by the employer if the occupational accident occurred as a result of the employee's misuse of, or failure to use necessary safety equipment or his/her failure to follow prescribed work procedures.

Should the claim be accepted, the employee will reimburse the employer for all monies advanced with respect to the claim immediately following receipt of the first payment from the Workers' Compensation Commission.

D) Northern Allowance

Regular part-time and temporary employees shall receive the Northern Allowance on a prorata basis as follows:

Annual entitlement for full time employees times number of hours worked in the year divided by 1950 hours equals hourly allowance payable.

E) Replacements of full-time employees

Where a regular part-time employee replaces a full-time employee, the following conditions shall apply:

(1) Where the length of the replacement is for any period of less than four (4) consecutive weeks, she shall receive the benefits and compensation as described in Schedule B above;

(2) In the event the length of the replacement is for a period of four (4) consecutive weeks or more, she shall receive all the benefits and compensation as described in Schedule B above, provided, however, that instead of receiving the compensation as described in sub-paragraph (b) (1) above, she shall be eligible for sick leave and statutory holiday pay, which shall be calculated and paid, where applicable, at the conclusion of each four (4) consecutive week period.

F) The employee who presently occupies the position of senior non-full-time Food Service Worker shall be deemed to be a regular part-time employee for the purposes of Schedule B.

G) Temporary employees

Effective April 1, 2002 temporary employees may join the Group Health and Insurance Plan. The eligibility criteria are as follows:

Employees who have worked 50% or greater of the normal working hours in the previous calendar year will qualify for group insurance benefits as a condition of employment effective April 1, 2002.

Annual review on January 1st of each year will determine eligibility, continued enrollment or termination of coverage under these Programs. Should an employee terminate employment, all coverage under the Programs terminate the date of termination.

Employees determined to be eligible by the Employer for coverage under these Group Programs, based on the number of hours worked in the previous year, will not be required to produce evidence of insurability as enrolment is mandatory and a condition of employment.

SCHEDULE C – LABRADOR ALLOWANCE

3.1 Labrador Allowance for employees covered by this agreement shall be paid in accordance with Schedule A.

SCHEDULE A

Group 1	Date	Single	Dependent
Happy Valley/Goose Bay North West River Sheshatshiu Wabush Labrador City Churchill Falls Red Bay L'Anse au Loup L'Anse au Clair Forteau Pinware West St. Modeste	April 1, 2008	\$2,475	\$4,950

Group 2	Date	Single	Dependent
Mud Lake Cartwright Rigolet Mary's Harbour Port Hope Simpson St. Lewis Charlottetown William's Harbour Norman's Bay Lodge Bay Black Tickle Paradise River Pinsent's Arm Makkovik Postville Hopedale Davis Inlet Nain	April 1, 2008	\$2,875	\$5,725

In the case of a married couple who is both employed by Provincial Government Departments or quasi-government agencies (e.g. Hospitals, Newfoundland Liquor Corporation or School Boards), the total amount paid to both of them shall not exceed the dependent rate for the allowance contained in this Article. This allowance shall be paid to employees on a pro-rated basis in accordance with his/her hours of work excluding overtime.

ARTICLE 4 – TRAVEL ALLOWANCE

4.1 Employees covered by this agreement shall receive a travel allowance to help offset the costs of travel to areas outside of Labrador based on the following rates per employee and his/her dependent(s).

Group 1	Date	Single	Dependent
Happy Valley/Goose Bay North West River Sheshatshiu Wabush Labrador City Churchill Falls Red Bay L'Anse au Loup L'Anse au Clair Forteau Pinware West St. Modeste	April 1, 2008	\$750	\$550

Group 2	Date	Single	Dependent
Mud Lake Cartwright Rigolet Mary's Harbour Port Hope Simpson St. Lewis Charlottetown William's Harbour Norman's Bay Lodge Bay Black Tickle Paradise River Pinsent's Arm Makkovik Postville Hopedale Davis Inlet Nain	April 1, 2008	\$850	\$650

4.2 (a) This allowance shall be paid to employees in the first pay period following April 15 of each year on a pro-rated basis in accordance to his/her hours of work in the previous twelve (12) month period, excluding overtime. The amount of travel allowance to be paid shall be based on the number of dependents on the date of application of the allowance.

- 4.2 (b) An employee retiring, resigning or otherwise terminating employment shall be entitled to a proportional payment of travel allowance as determined in 4.2 (a) based on his/her hours of work in the current fiscal year. In the case of death, the payment shall be made to the employee's beneficiary or estate.
- 4.3 (a) For the purpose of calculating this benefit the following leaves shall be considered as hours of work:
- (1) Maternity Leave/Parental Leave/Adoption Leave
 - (2) Injury-on-Duty/Worker's Compensation Leave
 - (3) Paid Leaves
 - (4) Any other period of unpaid leave for which the employee is eligible to accrue service under the respective collective agreement
- 4.3 (b) The provisions of 4.3 (a) will not apply when the employee would otherwise have been laid off.
- 4.3 (c) The provision of 4.3(a) (iv) will apply only to employees who have worked or have been credited with hours of work under 4.3(a) (i), (ii) or (iii) for a period of 20 days in the aggregate in the qualifying period.
- 4.4 In the case of a married couple who are both employed by Provincial Government Department or quasi-government agencies (e.g. Hospitals, Newfoundland Liquor Corporation or School Boards), each spouse shall receive the employee travel allowance, but only one spouse shall claim the benefit for dependents.
- 4.5 The travel benefit available to the Royal Newfoundland Constabulary Association under their Collective Agreement and to teachers under Article 25 of the NLTA Labrador West Collective Agreement shall continue to apply except in cases where Article 4 of this joint agreement provides a greater benefit. e.g. members of the RNCA would continue to receive the Employee Travel Benefit under their collective agreement unless the Employee Travel Benefit in this joint agreement is greater. In addition to the employee benefit under the RNCA collective agreement, members of the RNCA shall also receive the dependent benefit under the joint agreement.