

COLLECTIVE AGREEMENT

BETWEEN

ARAMARK CANADA LTD.  
Hereinafter referred to as the "Employer"

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL  
UNION, AFL-CIO-CLC (United Steelworkers)  
Hereinafter referred to as the "Union"  
ON BEHALF OF ITS LOCAL 9350

August 3, 2012 to August 2, 2015.

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain Collective bargaining relations between the Employer and its employees and to provide machinery for prompt and equitable disposition or grievances, and to establish and maintain satisfactory working conditions, for all employees who are subject to the provisions of this Agreement as follows:
- 1.02 The Employer and the Union recognize that it is both parties' interest for the Employer to maintain an efficient and cost effective operation without interference to productivity and to improve itself in a competitive market for the provision of services where customer service is paramount.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Union as the bargaining agent of all employees of ARAMARK Canada Ltd. at the Timmins District Hospital, located at 700 Ross Avenue in the city of Timmins, Ontario save and except Supervisors and persons above the rank of Supervisor.
- 2.02 No employee shall be required or permitted to make any written or verbal agreement, which may conflict with the terms of this Contract.
- 2.03 Persons not in the bargaining unit shall not normally perform work normally performed by employees in the bargaining unit if that will result in a reduction in hours worked by the bargaining unit members as a whole.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union acknowledges and agrees that the Company shall continue to reserve all the rights, powers and authority to manage and direct its working forces. Without restricting the generality of the foregoing, such rights of the Company shall include the right to:
- a) Maintain order, efficiency, and discipline.
  - b) Hire, retire, discharge, transfer, classify, promote, demote or discipline employees provided a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided; the parties recognize that a lesser standard may apply when disciplining or discharging probationary employees.
  - c) Generally to manage the industrial enterprise in which the Company is engaged and to exercise all the rights of management, except to the extent that such rights are modified by this Agreement; to determine the services to be rendered, the kinds of machines to be used, the method of operating, and control of materials or goods to be used.
  - d) Make and alter from time to time rules and regulations governing the conduct of employees during working hours provided that such rules and regulations are not inconsistent with the provisions of this Agreement.

#### **ARTICLE 4 – WAGE SCHEDULE**

- 4.01 The Wage Schedule is attached hereto and forms a part of this Agreement.
- 4.02 If a new classification (which is covered by the terms of this Agreement) is established by the Company, the Company shall set the rate of pay for the new classification and advise the Union of same. If the Union challenges the rate, it has the right to request a meeting with the Company to endeavour to negotiate a mutually satisfactory rate. Such request will be made within seven (7) days after the Union has been advised to the new classification and rate of pay. Any change mutually agreed to those results from such meeting shall be retroactive to the date the new classification was established. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement within ten (10) days of such meeting. The decision of the Board of Arbitration (or sole Arbitrator) shall be based on the relationship established by comparing all classification rates in the bargaining unit having regard to the requirements of the new classification.
- 4.03 A time and earnings statement will be provided to each employee for each pay period. This statement will carry complete details of rates of pay, time worked, earnings and deduction covering the period. The statement will show accrued vacation pay when the ARAMARK System is modified to include such information.
- 4.04 The Company shall include on each employee's income tax (T-4) slip the amount of Union dues deducted in the calendar year.

#### **ARTICLE 5 – UNION SECURITY**

- 5.01 It shall be a condition of employment that every new, re-hired or recalled employee shall pay union dues, initiation fees and assessments to be currently in effect under the Union's Constitution.
- 5.02 The Company shall deduct from the pay of each member of the bargaining unit such weekly union dues, fees and assessments as prescribed by the Constitution of the Union.
- 5.03 The Company shall remit the amounts so deducted prior to the fifteenth (15<sup>th</sup>) day of the month following by cheque, as directed by the Toronto Area Office, payable to the International Treasurer.
- 5.04 The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with any forms required by the International Union.
- 5.05 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of or by reason of deductions made or payments made in accordance with this article.
- 5.06 The Company agrees to record total union dues deductions paid by each employee on his/her T-4 Income Tax Receipt.

5.07 Each new employee shall be introduced by his Supervisor / Manager to his appropriate steward as soon as possible.

#### **ARTICLE 6 – VACATION WITH PAY**

6.01 The vacation accrual period will be July 1st to June 30th.

Employees shall receive an annual vacation with pay in accordance with credited service as of June 30 each year.

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

- 6% of wages (3 weeks of vacation) for employees who have one (1) year or more of seniority and less than nine (9) years of seniority.
- 8% of wages (4 weeks of vacation) for employees who have nine (9) years of seniority or more but less than fifteen (15) years of seniority.
- 10% of wages (5 weeks of vacation) for employees who have fifteen (15) or more years of seniority, but less than twenty-five (25) years of seniority.
- 12% of wages (6 weeks of vacation) for employees who have twenty-five (25) year or more of seniority.

6.02 A vacation list will be posted April 15<sup>th</sup> to May 15<sup>th</sup>. Employees will indicate their preferences prior to May 15<sup>th</sup>.

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

A definite list will be posted no later than May 30<sup>th</sup>.

All vacation must be taken between July 1<sup>st</sup> and June 30<sup>th</sup>.

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

#### **ARTICLE 7 – HOLIDAYS WITH PAY**

7.01 Upon ratification the Employer recognizes ten (10) paid holidays including any additional holidays as declared by governmental decree. The following have been identified as paid holidays for employees:

New Year's Day  
Family Day  
Good Friday  
Victoria Day  
Civic Holiday

Canada Day  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day

7.02 Three (3) floating holidays per calendar year for each regular full time employee will be granted in addition to the above-named holidays and must be used prior to December 31. Such floating holiday will be paid at the employee's regular rate of pay equivalent to his regular daily hours of

work. Except for emergency situations, requests for a floater are to be submitted in writing to the Supervisor at least five (5) working days prior to the posting of the schedule per Article 11.01. Requests will not be unreasonable refused.

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

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

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

- 7.05 When any of the above-noted holidays falls on a Saturday or a Sunday, the Friday preceding or the Monday following shall be recognized for holiday purposes as scheduled.
- 7.06 In the event that a statutory holiday occurs during a vacation period the affected employee shall receive an extra day of vacation with pay in lieu of payment for the statutory holiday.
- 7.07 An employee who is obliged to cease work due to a lay-off during the seven (7) calendar day period immediately prior to the holiday(s), shall receive holiday pay for the statutory holiday(s) within such thirty (30) calendar day period.
- 7.08 Each regular part time employee will be paid for each of the holidays listed in Article 7.01 in accordance with the formula as set out in the current "*Employment Standards Act of Ontario*".

#### **ARTICLE 8 – ADJUSTMENT OF GRIEVANCES**

8.01 A grievance will be defined as any difference, dispute, or complaint arising from the interpretation, administration, application or alleged violation of this collective agreement, and will be submitted to the company within five (5) working days of the event in question, or five (5) working days from the time the employee or the Union should reasonably have known of the occurrence of the event upon which the grievance is based, in accordance with the following procedure:

- Step 1** Any employee having a grievance shall first discuss the grievance with his immediate Supervisor, who shall attempt to adjust it.
- Step 2** In the event the grievance is not satisfactorily settled in Step 1, the grievance shall be reduced to writing on forms provided by the Union and submitted to the employees' immediate Manager. A written answer shall be given within ten (10) working days.
- Step 3** In the event the grievance is not satisfactorily settled in Step 2, the grievance shall be submitted to the District Manager within ten (10) working days from the response in Step 2. A meeting will be held with the Union steward and a union representative. The District Manager shall give a written answer to the Union within ten (10) working days of the Step 3 meeting.

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

- 8.02 The Union shall arrange for the election from its working membership of a Union steward of which shall be an employee of the Company. The Company shall be notified in writing as to the name of the Union steward. The Union steward may be liberated from normal duties for Union business with no loss of earnings provided that this does not interfere with the efficient operation of the Company.
- 8.03 The Company or the Union may file a policy grievance directly at Step 3 of the grievance procedure. The parties agree to meet within five (5) working days of such grievance being lodged.
- 8.04 A claim by an employee who has completed his probationary period that has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the District Manager or his designate within five (5) working days after the employee ceases to work for the Company. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.
- 8.05 Probationary employees may be disciplined or discharged for a lesser standard than non-probationary employees. The standard will be in keeping with related legislation in the province of Ontario.
- 8.06 When either party requests that a grievance be submitted to arbitration as herein provided, it shall notify the other party within thirty (30) working days of the decision at Step 3. The Company and the Union shall attempt to agree to an Arbitrator within fourteen (14) working days. Should the parties be unable to agree to an Arbitrator, the matter shall be referred to the Labour Management Arbitration Commission for determination.
- 8.07 The decision of the Arbitrator will be final and binding upon the parties hereto.
- 8.08 Each of the parties hereto will jointly bear the fees and expenses of the Arbitrator.
- 8.09 The Arbitrator shall not have the power, nor shall it be authorized to make any decision inconsistent with the provisions of the agreement, nor to alter, modify or amend any part of this agreement, nor to add to or subtract from this agreement, but shall base its decision on the contractual rights of the parties as disclosed by this agreement.
- 8.10 The Arbitrator shall have jurisdiction to deal with interpretation, application, administration, or alleged violation of this agreement, including any questions as to whether a matter is arbitrable.
- 8.11 He/she shall however, in respect to a grievance involving a suspension or discharge, be entitled to modify, or set aside such penalty, or order back pay and benefits, if in the opinion of the arbitrator it is just and equitable to do so.

- 8.12 When a settlement is agreed upon at any step listed above, such agreement shall be final and binding on both parties.
- 8.13 The time limits referred to in this grievance procedure may only be extended by mutual agreement between the parties.
- 8.14 No matter may be submitted to arbitration that has not properly been carried through all previous steps of the grievance procedure.

**ARTICLE 9 – NO STRIKE NO LOCKOUT**

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

**ARTICLE 10 – WORKING CONDITIONS**

- 10.01 Employees will be paid in full according to ARAMARK Canada Ltd.'s payroll system.
- 10.02 Employees will not suffer from loss of wages when convened for a meeting with management. When an employee is not scheduled to work, he will attend and will be paid for all time spent at these meetings or sessions with management.
- 10.03 Written requests for a personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted in writing fourteen (14) calendar days in advance and a written reply will be given within seven (7) calendar days, except in cases of emergency, in which case a reply will be given as soon as possible. Such leave shall not be unreasonably withheld, provided such leave does not interfere with the continuance of efficient operations.

The Company will provide three (3) uniforms to full-time employees, and two (2) uniforms to part time employees. annual footwear allowance of \$50.00 will be provided to Full Time employees and \$25.00 will be provided to Part Time employees. This allowance is payable upon presentation of a purchase receipt. Footwear must comply with the policy of the Hospital.

**ARTICLE 11 – HOURS OF WORK**

- 11.01 The Employer will post a schedule covering minimally a two (2) week period, the Monday prior to its application.
- 11.02 An employee who is called back to work for specific job or task after having left the premises at the end of his normal shift shall be paid a minimum of four (4) hours at applicable rate.
- 11.03 Any hours worked by an employee in excess of seven and one half (7 1/2) hours per day or thirty-seven and one half (37 1/2) hours in a week shall be compensated at the rate of time and one half the employee's regular hourly rate. There shall be no split shift unless mutually agreed.
- 11.04 Overtime hours will be distributed in order of seniority amongst those employees on location capable of fulfilling the normal job requirements. In the event no one wishes to do the overtime



the least senior employee capable of fulfilling the normal job requirements will be assigned the overtime.

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

11.06 A shift premium of .50 cents per hour for every hour worked after 4:30 pm and before 6:00 am. There shall be no pyramiding of this benefit with any other benefit or benefits, nor shall there be pyramiding of any other benefits found in this Collective Agreement.

A weekend shift premium of \$0.50 per hour for every non-overtime hour worked by a full time employee from 6:00 am to close.

11.07 An employee unable to report for work due to sickness or other justifiable reason shall notify his immediate Supervisor as early as possible and in any event not later than one hour before commencement of the shift he was due to report for. In the event the employee does not notify his immediate supervisor one hour or more before the start of the shift, said employee shall forfeit sick pay entitlement for that day.

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

11.08 An employee who works a shift of less than 5 hours duration shall receive one fifteen minute break. An employee who works a shift of greater than 5 hours duration but less than 7 hours duration shall receive one fifteen minute break and one half-hour meal break. An employee who works a shift of greater than 7 hours duration shall receive two fifteen minute breaks and one half-hour break. Breaks shall be scheduled at such a time as to minimize interference with the Company's operation.

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

## **ARTICLE 12 – SENIORITY**

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

“Full Time” employee's seniority for the purpose of this Agreement shall mean length of continuous service since the last date of hire. Seniority will continue to accrue during periods of absence provided for in this Agreement.

“Part Time” employee's seniority for the purpose of this Agreement shall mean length of continuous service since the last date of hire. Seniority will continue to accrue during periods of absence provided for in this Agreement.

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

12.03 When a permanent vacancy occurs, within fourteen (14) days thereof, the vacancy will be posted on the bulleting board for a period of seven (7) working days. During this period the Company may make a temporary appointment among the qualified employees to such vacant permanent positions.

Such temporary appointment may continue until such time as a permanent appointment has been made. In any event, such permanent appointment shall be made within fourteen (14) calendar days of the completion of the posting process. Completion of the posting process shall mean upon completion by the employer of all interviews of all applicants to the posting.

The employees will not be considered for such vacant position unless they apply in writing during the seven-day period on forms to be provided by the Company. A copy of such form will be provided to the employee upon request.

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

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

- a) By voluntarily leaving the employ of the Company;
- b) If an employee is discharged and is not reinstated pursuant to the grievance and arbitration procedure as provided in this contract;
- c) If an employee has been laid off and fails to reply to a recall notice, within (5) days of its mailing by registered mail or being sent a telegram to the employee's last known address and/or failing to return to work within two (2) days of receiving such notice, except in the case where the employee has obtained employment elsewhere, then he will be allowed up to five (5) days to return to work if the additional time is required to provide sufficient notice to his alternate employer;
- d) If an employee overstays a leave of absence granted by the Company without securing an extension in writing, of such leave of absence unless the extension is due to circumstanced beyond the control of the employee, whereupon the employee must notify the Company by telegram of the circumstances and probable return date, of if he takes employment other than that declared and agreed upon when applying for the leave of absence;
- e) If an employee is absent from work without notice or reasonable excuse to the Company unless such failure to notify is a result of circumstances beyond the control of the employee;

- f) If a senior employee is laid off and not recalled within twenty-four (24) months from the date of lay-off;
- g) If an employee is absent due to accident or illness for a period of thirty-six (36) months from the date the accident or illness commenced. This period could be extendable by mutual agreement between the parties.

The parties agree that this Article shall be interpreted in relation to the Ontario Human Rights Code as amended from time to time.

- 12.05 Bargaining unit employees who accept promotion or transfer out of the bargaining unit shall lose all bargaining unit seniority if after three (3) months they have not requested to be returned to their former position.
- 12.06 Seniority and ability to perform the work required shall be the governing factor in temporary assignments.
- 12.07 Seniority List – The Employer shall maintain two (2) separate seniority lists. One list shall be “Full time” Employees and the other list shall be “Part time” Employees. The Seniority List shall be revised whenever the composition of the bargaining unit changes and a copy given to the Union steward.

Notwithstanding Article 12.01, Part time employees whose status changes from part time to full time will be positioned at the bottom of the “Full Time Seniority List” regardless of their last date of hire and will accrue seniority as a full time employee from the date he/she acquires full time status. This employee will continue to be entitled to any and all benefits that relate to unbroken service with the employer consistent with their last date of hire.

Any full time employee who reverts to part-time status will have seniority based on their last date of hire and will continue to accrue seniority for the purpose of returning to full-time status in the future.

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

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

- 12.09 An employee who has accrued seniority and is then employed by the Union shall continue to accrue seniority for a period not exceeding one month and retain such accrued seniority for a period not exceeding 12 months unless otherwise mutually agreed to.

### **ARTICLE 13 – BULLETIN BOARDS**

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

#### **ARTICLE 14 – JURY DUTY**

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

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

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

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

#### **ARTICLE 15 – NON DISCRIMINATION**

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

#### **ARTICLE 16 – MATERNITY LEAVE AND PARENTAL LEAVE**

- 16.01 Maternity Leave and Parental Leave will be granted in accordance with the provisions of the Employment Standards Act.
- 16.02 The employee shall give written notification one (1) month prior to the commencement of the leave of her request for leave, together with her expected date of return. At such time she shall also furnish the Employer with her doctor certificate confirming the pregnancy and expected date of delivery.
- 16.03 The employee shall reconfirm her intention to return to work on the date originally provided to the employer in 16.02 above by written notification received by the Employer at least four (4) weeks in advance thereof. Failure to return to work and or failure to advise the employer will be considered a voluntary abandonment of the job.
- 16.04 The employee returning to work shall be reinstated to her former position, should it be available.

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

#### **ARTICLE 17 – UNION BUSINESS**

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

17.02 One (1) employee, member of the Union, is liberated without pay from normally scheduled duties to attend meetings with the Employer's negotiating committee for any renewal of the Collective Agreement.

**ARTICLE 18 – BENEFITS**

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

18.01 **Eligibility:**

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

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

(a) Life Insurance

Thirty-five thousand dollars (\$35,000.00)

(b) Accidental Death and Dismemberment

Thirty-five thousand dollar (\$35,000.00)

(c) Dependent Life

Spouse: \$3,000.00

Child: \$2,000.00

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

The employee will be entitled to use these days for absences due to illness.

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

(e) L.T.D.

Effective January 1, 2014, 75% rounded to the next higher dollar of monthly basic earnings with a maximum monthly payment of \$1,500.00 to the sixty-fifth (65) birthday.

**Eligibility:**

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

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

(f) Major Medical

90% of authorized expenses covered.

Lifetime Maximum: \$27,500

(g) Dental Plan

Basic services: 100% of authorized expenses covered.

Annual Maximum: \$1,500.00 per person per calendar year

(h) The Company will provide for Eye Care Benefit of \$250.00 every 24 months. This benefit shall include coverage for eye exams.

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

**ARTICLE 19 – BEREAVEMENT PAY**

19.01 In the event of the death or the funeral of an employee's father, mother, brother, sister, and grandparents, grandchildren or spouse's child, father, mother, brother, sister, the employee may be granted up to three (3) consecutive days off without loss of pay for the purpose of arranging the funeral.

In case of death of an employee's spouse or children, the employee will be provided up to five (5) days leave with pay. The above will apply for any day that the employee was scheduled to work within such five (5) day period from the date death occurred.

In addition to the above, if the employee must travel more than 300 kilometers or if a winter death results in a spring/summer burial, the Employer will pay the time absent for this additional bereavement day. The Employee will be compensated for a winter death or travel beyond 300 kilometers, not both.

In the event of the death of an employee's aunt, uncle, niece or nephew, the employee will be provided one (1) day leave with pay.

19.02 The employee may take an unpaid leave of absence up to three days in addition to the leave provided in Article 19.01

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

## **ARTICLE 20 – DEFINITION OF PART-TIME EMPLOYEE**

20.01 A regular part time employee is defined as an employee who regularly works less than ten (10) shifts per pay period or less than seventy-five (75) hours per pay period.

A regular full time employee is defined as an employee who regularly works more than ten (10) shifts per pay period or more than seventy-five (75) hours per pay period.

### **Temporary Replacement**

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

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

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

20.02 Part-time employees will receive 6% of their wages on all hours worked, on every pay, in lieu of benefits, which will cover group insurance, sick days, etc ...

## **ARTICLE 21 – HEALTH AND SAFETY**

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

The employees and the Union agree to co-operate to ensure that Health and Safety standards are maintained and enforced and that the rules and regulations governing W.S.I.B. are respected.

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

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

## **ARTICLE 22 – ACCESS TO FILES**

22.01 Each employee shall have reasonable access to his/her file for the purposes of reviewing any evaluation or formal disciplinary notation therein in the presence of the office supervisor or manager.

## **ARTICLE 23 – WAGE SCHEDULE**

23.01

<b>CLASSIFICATION</b>	<b>August 14, 2012</b>	<b>August 14, 2013</b>	<b>August 14, 2014</b>
			<b>2.25%</b>
<b>Probationary Employee</b>	\$12.47	\$12.47	\$12.75
<b>Retail Aide</b>	\$17.21	\$17.21	\$17.60
<b>Laundry Aide 1 (clean side)</b>	\$17.21	\$17.21	\$17.60
<b>Laundry Aide 2 (soiled side)</b>	\$17.74	\$17.74	\$18.14
<b>Housekeeping</b>	\$17.21	\$17.21	\$17.60
<b>General Help</b>	\$18.27	\$18.27	\$18.68

\* Lump sum payment equivalent to 1.5% of earnings for all hours worked between August 3, 2011 to the date of ratification, payable within 30 days of ratification.

\*Lump sum payment equivalent to 2.0% of earnings for all hours worked between date of ratification and 1 year following the date ratification, payable within 30 days of the collective agreement anniversary date.

\*\* Team Leads will be paid a premium of \$1.50 /hr. This premium shall be considered as part of the regular hourly rate for all purposes such as overtime and benefits etc. Lead hand selection shall be at the sole discretion of the employer.

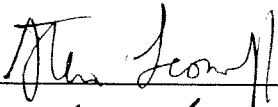

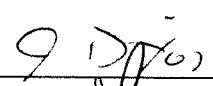
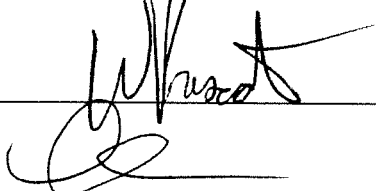


**ARTICLE 24 – DURATION, CHANGE, RENEWAL**

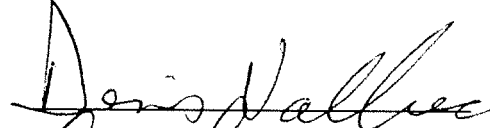

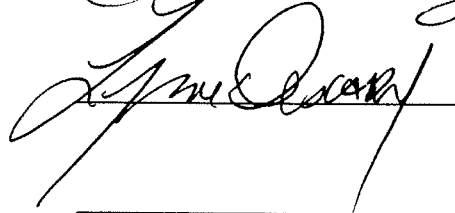
- 24.01 This collective agreement shall be effective and in force from August 3, 2012, until August 2, 2015 and thereafter from year to year unless either party notifies the other party of its intention to amend, modify, change or terminate this collective agreement.
  
- 24.02 Either party desiring to amend, modify, change or terminate this collective agreement shall notify the other party in writing of its desire not more than ninety (90) days nor less than thirty (30) days of this collective agreement.
  
- 24.03 Should any part of this collective agreement or any provision herein be rendered or declared invalid, such invalidation of such part or provision shall not invalidate the remaining parts or provisions hereof; provided, however, that upon such invalidation, the parties shall meet within thirty (30) days to attempt to mutually agree to amending the parts or provisions affected.

SIGNED IN ONTARIO THIS \_\_\_\_\_ day of \_\_\_\_\_, 2012 .

FOR THE COMPANY

  
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FOR THE UNION

  
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