

COLLECTIVE AGREEMENT

BETWEEN



ARAMARK CANADA LIMITED

AT



The Ottawa Hospital
Hôpital d'Ottawa

(HEREINAFTER REFERRED TO AS THE "EMPLOYER")

AND



CANADIAN UNION OF PUBLIC EMPLOYEES

(HEREINAFTER REFERRED TO AS THE "UNION")

December 5, 2012

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ARTICLE 1 – OBJECTS OF THIS AGREEMENT

1.01 Preamble

The general purpose of this Agreement is to establish and maintain effective Collective Bargaining relations between the Employer and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is the mutual intention of the parties that the employees work efficiently together with the Employer to secure the best possible service to the Employer's client.

1.02 Feminine/Masculine Pronouns

Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

1.03 Definitions

In this Collective Agreement:

- (a) "Union" means the Canadian Union of Public Employees and its Local 4000.
- (b) "Employer" means ARAMARK Canada Facilities Services Ltd.

ARTICLE 2 – BARGAINING UNIT

2.01 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Employer engaged in cleaning services at the General, Riverside campuses of the Ottawa Hospital, save and except supervisors and persons above the rank of supervisor and office, clerical and sales staff.

2.02 Work of the Bargaining Unit

Persons not covered by terms of the Agreement will not perform work assigned to those employees who are covered by the Agreement except for the purposes of instruction, or in emergencies or when employees are not readily available.

2.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal Agreement with the Employer or its representative(s), which conflicts with the terms of this Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

2.04 Union Membership

Subject to the *Ontario Labour Relations Act* RSO 2000, bargaining unit employees shall, as a condition of employment, become and remain members of the Union.

2.05 Employee Interview

A Union steward or designate will have the opportunity to meet probationary employees for a period of up to 15 minutes during the employees' orientation period. The purpose of the meeting will be to acquaint the employee with such representative of the Union and to provide the new employee with documentation concerning the Union and its role.

2.06 Glass Enclosed Bulletin Boards

The Union will be entitled to glass enclosed bulletin boards with lock and key at its own expense for the exclusive use of the Union in the housekeeping department at the General, and Riverside campuses. The Employer has the right to have the Union remove materials offensive to the Employer or its clients.

2.07 Correspondence

Where the Collective Agreement requires the Employer to forward correspondence to the Local Union it shall be sent to the Local Union office. The Local Union will promptly advise the Employer of any change of address.

2.08 Employer Policies

The Employer shall provide the Union with an electronic copy of policies governing the workplace.

2.09 Printing of Agreement

The Employer and the Union will share equally the costs, associated with the printing of the Collective Agreement. Where possible, the Collective Agreement shall be printed in the printing department of the Hospital, and where not possible in a unionized printing shop. The Union and Employer logos will appear on the cover page in equal size and dimension. The Union will be responsible for arranging for the translation of the Collective Agreement into French and shall submit a copy of the proposed translation to the Employer within eight (8) weeks of the signing of the Collective Agreement for the Employer's review. The cost of the translation shall be borne equally by the parties. The total number of copies printed shall be 500. The bilingual Collective Agreement shall be printed in a pocket size booklet form. The Union shall be responsible for providing one copy of the Collective Agreement to each bargaining unit member. The Employer shall be responsible for distributing its copies of the Collective Agreement to managers and supervisors.

The Collective Agreement shall be signed by the parties no later than sixty (60) days following the date of ratification or award subject to the resolution of any disputes pertaining to its implementation.

2.10 Legal Version

The English version of this Agreement shall be considered the official text.

2.11 Access to Personnel Files

Each employee shall have access to his/her personnel file, within 7 calendar days of making a request in writing, for the purpose of reviewing any documentation contained therein. Any employee has the right to obtain copies of any documentation in this file.

- 2.12** Formal reference to discipline will be removed from the employee's file after twelve (12) months worked, or fifteen (15) calendar months whichever occurs first, provided there has been no occurrence of an infraction of a similar nature requiring disciplinary action within that period.

ARTICLE 3 – RELATIONSHIP

- 3.01** The Employer and the Union agree that no employees shall in any manner be discriminated against because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, same-sex partnership status, family status or disability as outlined in the applicable Human Rights legislation as amended from time to time or be coerced, restrained or influenced on account of membership or non-membership in any labour organization.
- 3.02** The Union agrees that it, its officers, agents, representatives and members will not engage in Union business on Employer time except as authorized by this Agreement or as mutually agreed to by the parties.
- 3.03** All present employees and all new employees in the bargaining unit hired after the date hereof shall have, as a condition of employment, the Employer deduct from each pay an amount equivalent to the regular Union dues and assessments uniformly levied against the members of the Local and to remit same prior to the 15th of the following month to the Treasurer of the Union. The said sums shall be accepted by the Union as the regular monthly dues of those employees who shall become members of the Union, and the sums so deducted from non-members of the Union shall be treated as their contribution toward the expenses of maintaining the Union.

Payment to the Union shall be accompanied by an electronic copy statement listing the employee's name, hourly wage rate, hours worked during the pay period, status (i.e. full-time, regular part-time), seniority the amount deducted for Union dues or assessments for each employee, and the pay period for which the dues have been deducted.

Notice of change in the amount of Union dues or assessments will be provided in writing by the Union to the Operations Manager at least 30 days prior to the commencement of the pay period in which the new rate is to be implemented. The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, or other forms of liability that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice or assignment that shall have been furnished to the Employer under any of such provisions.

3.04 The Union undertakes and agrees:

- (a) To refund to the Employer monies paid in error to the Union pursuant to Article 3.03.
- (b) That the Employer shall not be liable to the Union for any dues inadvertently not deducted. Notwithstanding the foregoing where the Employer has failed to make proper dues deductions, the Employer will deduct such dues in arrears from the earnings of such employee and remit the dues so deducted to the properly authorized officer of the Union.

ARTICLE 4 – UNION REPRESENTATION

4.01 Union Stewards

The Employer agrees to recognize Union Stewards or any CUPE 4000 designate to be elected or appointed by the Union for the purpose of dealing with Union business as provided under this Collective Agreement.

A Chief Steward or any CUPE 4000 designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function.

It is agreed that Union Stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union Steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

4.02 Notification to Employer

The Union shall notify the Employer in writing of the names of the officers and chief steward of the Local Union and the names of the stewards for each department and of any changes that may occur therein from time to time. The Employer shall not be required to recognize a Union officer or steward until his name has been certified to the Employer in writing by the Union.

- 4.03** If an authorized Union representative who is not employed by the Employer wants to speak to a local bargaining unit representative at the Ottawa Hospital during working hours about a grievance or other official Union business relating to this Agreement, he shall first obtain the permission of the Employer. Permission shall not be unreasonably denied.

4.04 The Employer shall recognize and grant a leave of absence from normal duties up to three (3) members to be selected by the Union to be present at meetings with the Employer for the purpose of negotiating the renewal of the Collective Agreement.

The Employer accepts to grant a leave of absence to the above-designated individuals, without loss of pay for a maximum of twenty-one (21) days (e.g. seven (7) days each for three (3) employees, for collective bargaining). The Union agrees to reimburse the Employer for the gross wages including benefit charges and Employer costs of the employee who was granted the leave for any time absence in excess of the above-mentioned days for three (3) members.

4.05 Committees

- (a) The Employer agrees to recognize Union representatives as appointed by the Union.
- (b) The Union will notify the Employer in writing of the names of its representatives and will notify the Employer in writing of any changes.

ARTICLE 5 – MANAGEMENT FUNCTION

5.01 The Union acknowledges it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, classify, assign, transfer, promote, demote and layoff employees and also to discipline or discharge employees for just cause, provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

The exercise of these rights will not be used to conflict with the terms of the Agreement.

5.02 The Union further recognizes the right of the Employer to operate and manage its operations in all aspects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment. The Employer also has the right to make and alter from time to time reasonable rules and regulations to be observed by the employees. Employees and the Union shall be given reasonable notice prior to any change in the rules and regulations, which notice shall be 30 days unless conditions out of the control of the Employer prohibit such a notice. The

Employer shall send to the Union an electronic copy of all amendments to the rules and regulations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement.

ARTICLE 6 – NO STRIKE OR LOCKOUTS

6.04 The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement remains in force. The terms "strike" and "lockout" shall bear the meaning given to them in the *Ontario Labour Relations Act*.

ARTICLE 7 – EMPLOYMENT STATUS DEFINITIONS

7.01 A regular full-time employee is defined as holding a regular work schedule of seventy-five (75) hours per pay period, divided into ten (10) days of seven and one half (7 ½) hours, excluding a ½ hour unpaid meal period.

This meal period shall be an uninterrupted period except in case of emergency.

7.02 A regular part-time employee is defined as holding a regular work schedule of up to sixty (60) hours per pay period.

7.03 A casual employee is defined as an employee who is not regularly scheduled to work a specific number of hours bi-weekly. A casual employee is one who is employed as a relief or on a replacement basis and is available for call-ins as circumstances demand.

7.04 Rest Periods

The Employer will schedule one fifteen (15) minute paid rest period during each period of three and three-quarter (3 ¾) hours of work.

7.05 Additional Rest Periods

When an employee performs authorized overtime work of at least three (3) hours in duration, the Employer will schedule a rest period of fifteen (15) minutes in duration.

7.06 All employees will notify the manager or designate in writing of changes in name, address, telephone number, next of kin, marital status or any change in the number of dependants.

7.07 Pay Day

The Employer shall pay all bargaining unit employees by direct bank deposit to the banking institution of the employee's choice according to the current practice every alternate Wednesday for all monies owing to them arising from their employment for the fourteen (14) calendar day period ending at midnight on the previous Wednesday.

7.08 T4 Slips

The Employer will provide each employee with a T4 supplementary slip showing the dues deducted in the previous year for income tax purposes.

7.09 Pay Stubs

No later than payday, the Employer shall issue to each bargaining unit employee a pay stub with a detailed description of all monies paid and deductions.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 For the purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.

8.02 At the time formal discipline is imposed, or at any stage of the grievance procedure, an employee shall have the right to have his/her steward present. In the case of suspension or discharge, the Hospital shall notify the employee of this right in advance.

8.03 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed his probationary period that has been unjustly disciplined, suspended or terminated shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step 2 within seven (7) calendar days after the date of discipline, suspension or discharge is effected.

Wherever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing.

8.04 Grievance Committee

The Employer will recognize a Grievance Committee composed of the Chief Steward or designate and not more than two (2) bargaining unit representatives selected by the Union. A general representative of the Union may be present at any meeting of the Committee. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.

A bargaining unit employee shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer. It is understood that the Employer shall not be required to pay for more than two (2) bargaining unit employees to attend a meeting at a given time.

The Union shall keep the Employer notified in writing of the names of the members of the Grievance Committee appointed or selected under this Article as well as the effective date of their respective appointment

- 8.05** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. The grievor may have the assistance of a union steward if he or she so desires. Such complaint shall be submitted in writing and discussed with his immediate supervisor within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. The supervisor will deliver his decision within seven (7) calendar days following the day on which the complaint was presented to him. Failing settlement, it shall then be taken up as a grievance within seven (7) calendar days following his immediate supervisor's decision in the following manner and sequence.

Step 1

The employee who may be accompanied by his/her steward may submit a written grievance signed by the employee to his manager or designate. The grievance shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Agreement, which are alleged to be violated. The Site Manager or designate will deliver his decision in writing within seven (7) calendar days following the day on which the grievance was presented to him. Failing settlement, then:

Step 2

Within seven (7) calendar days following the decision in Step 1, the grievance may be submitted in writing to the District Manager or designate. A meeting will then be held between the District Manager or designate and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step 2 unless extended by Agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. The decision of the Employer shall be delivered in writing within seven (7) calendar days following the date of such meeting.

- 8.06** A grievance arising directly between the Employer and the Union shall be originated at Step 2 within seven (7) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee whom such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 8.07** Where two or more employees have identical grievances and each employee would be entitled to grieve separately, the Union may present a group grievance in writing on their behalf identifying each employee who is grieving to the Site Manager or designate within seven (7) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 8.08** The parties agree to follow each of the foregoing steps in the processing of the grievance; if at any step the Employer's representative fails to give his written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. Similarly, if the Union fails to comply with the time limits therein set forth for their part in the grievance procedure, the grievance will be considered to have been abandoned. Notwithstanding the limitations set forth in this clause, the parties agree that the time limits may be extended by mutual consent in writing.
- 8.09** All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

ARTICLE 9 – ARBITRATION PROCEDURE

- 9.01** Failing settlement under the foregoing procedure of any grievance, such grievance may be submitted to arbitration. When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two nominees shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a Chairperson.
- 9.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee(s) concerned.
- 9.04** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.05** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.
- 9.06** Whenever "Arbitration Board" is referred to in this Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 10 – SENIORITY

- 10.01** Seniority shall be determined by an employee's length of continuous service within the bargaining unit, calculated according to hours worked with the Employer at the Ottawa Hospital. One thousand nine hundred and fifty (1,950) hours equalling one (1) year of seniority. New employees shall be considered as probationary, without seniority, during the first three hundred and thirty-seven and a half (337½) hours of work and thereafter shall assume full seniority

dating from the time they were employed. Probationary employees may be dismissed for reasons less serious than those that would justify dismissal of a non-probationary employee. The standard to be applied shall be that the reasons for dismissal shall not be inconsistent with the *Ontario Human Rights Code*.

Notwithstanding the above, an employee cannot accrue more than 1,950 hours seniority in a calendar year for the full-time or 1725 hours for the part-time or casual.

With the written consent of the Employer, the probationary employee and the President of the Local Union or designate, such probationary period may be extended. Any extensions agreed to will be in writing and will specify the length of the extension.

- 10.02** An employee shall cease to have seniority rights and his employee's status with the Employer shall be terminated for all purposes if he:
- (a) Voluntarily leaves the Employer;
 - (b) Is justifiably discharged subject to the grievance procedure;
 - (c) Is laid off by the Employer for a period exceeding twenty-four (24) consecutive months;
 - (d) Fails to signify intention to return to work within five (5) days of the Employer's notice of recall being sent by registered mail to the employee's last known address according to the records of the Employer, and failure in fact to return to work within a further five (5) days. An employee who so fails shall forfeit his claim to re-employment;
 - (e) Fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than for which the leave of absence was granted;
 - (f) Is retired;
 - (g) Is promoted or transferred to a position outside the bargaining unit.
 - (h) is absent from scheduled work for a period of three (3) or more consecutive days without notifying the Employer of such absence and providing to the Employer a satisfactory reason.

10.03 Effect of Absence

((a), (b) and (c) of the following clause are applicable to full-time employees only)

Unless otherwise provided in this Collective Agreement:

- (a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- (b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence in excess of thirty (30) continuous calendar days, the benefits concerned appropriately reduced on a pro rated basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence, except that the Employer will continue to pay its share of the premiums up to thirty (30) months while an employee is in receipt of WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance. Such payment shall also continue while an employee is on sick leave (including the Employment Insurance Period) to a maximum of thirty (30) months from the time the absence commenced.

Notwithstanding these provisions, service shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in W.S.I.B. benefits.

- (c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or layoff shall be suspended and not accrue during the period of absence.

Notwithstanding this provision, seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in WSIB benefits or LTD benefits including the period of the disability program covered by Employment Insurance or while an employee is on sick leave.

- (d) Part-time employees shall accrue seniority for a period of thirty (30) months and service for a period of fifteen (15) weeks if absent due to a disability resulting in WSIB benefits, on the basis of what the employee's normal regular hours of work would have been.

10.04 Seniority shall be accumulated for the purposes of layoff, recall and transfer only, when an employee is absent from work under the following circumstances:

- (a) Annual vacation/statutory holidays;
- (b) Personal illness for a period not to exceed twenty-four (24) months;
- (c) When in receipt of Workplace Safety and Insurance Board (WSIB) for a period not to exceed twenty-four (24) months;
- (d) When on an authorized leave of absence for a period not to exceed twenty four (24) months.

10.05 The Employer shall provide the Union, within thirty (30) days of the signing of this Agreement, with a list in order of seniority of all employees covered by this Agreement. This electronic list should include the name of each employee and his or her date of hiring status (full-time, regular part-time) and accumulated seniority and phone number and address. The Employer will provide an updated list for each four (4) week period.

10.06 Transfer and Seniority Outside the Bargaining Unit

- (a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without his consent, except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- (b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twenty-four (24) months of the transfer, he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within twenty-four (24) months shall forfeit bargaining unit seniority.
- (c) In the event an employee transferred out of the bargaining unit under (b) above is returned to the bargaining unit within a period of six (6) calendar months, he or she shall accumulate seniority during the period of time outside the bargaining unit.

10.07 Transfer of Seniority and Service

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall, service, vacation entitlement and wage progression:

- (a) An employee whose status is changed from full-time to part-time shall receive full credit for his seniority and service;
- (b) An employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each 1,725 hours worked.

The above-noted employee shall be allowed a trial period of up to thirty (30) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return or be returned without loss of seniority to his former duties on the same shift in the same department and at the appropriate rate of pay, subject to any changes which would have occurred had he not transferred.

10.08 Definition of Seniority and Service

The application of seniority is for the purposes of entitlement to promotion, demotion, transfer, layoff, recall, vacation requests, authorized leave of absence, and scheduling.

The application of service is for purposes of determining vacation entitlement and wage progression.

The seniority and service list will be posted for a period of fifteen (15) calendar days. If in disagreement with the accuracy of the list, an employee can appeal in writing to the Union. If no appeal has been lodged or received, the list will be deemed as accurate and final.

ARTICLE 11 – VACANCY, LAYOFF AND RECALL

- 11.01** (a) When a vacancy for a position within the bargaining unit occurs, the Employer will post notice of the opening for a period of seven (7) days and consider applicants from within the bargaining unit who have applied in writing before considering applicants from outside the bargaining unit. The Employer may temporarily fill such positions until a replacement has been appointed.
- (b) Postings for new positions or vacancies shall contain the following: title of position, qualifications and/or normal requirements of the position, skills, wage rate, shift, status (PT or FT), campus and whether shift work could be involved and the job circuit.

For informational purposes only, and subject to change by the Employer, the job circuit.

The Employer agrees that it shall post permanent vacant positions within thirty (30) calendar days of the position becoming vacant, unless the Employer provides the Union notice of its intention to eliminate the position.

- (c) When a position becomes open as a result of a maternity leave or other authorized long-term leave with an expected duration of more than twelve (12) weeks, such position shall be posted as above. Should such position be filled by an employee from within the bargaining unit, that employee shall be returned to their former position at the expiry of said leave.
- (d) The successful applicant for a job posting shall be allowed a trial period of ten (10) days during which the Employer will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return, or in the event of unsatisfactory performance be returned by the Employer to the position formerly occupied. In such cases, the next most senior of the original applicants that satisfy the criteria shall be appointed.
- (e) Vacancies, new positions, temporary vacancies of a duration of twelve (12) weeks or more and successful applicants will be posted on bulletin boards located in the housekeeping department at the General and Riverside campuses for a period of seven (7) calendar days.
- (f) For the purpose of this Article, vacancy does not include temporary positions made available as a result of employees absent from work due to sickness, annual vacation or other absences of twelve (12) weeks or less in duration.
- (g) For vacancies greater than ten (10) consecutive work days and not more than twelve (12) weeks in duration, part-time employees may be released from their regular assignment to fill positions vacated for a period of no less than eleven (11) consecutive days and no more than twelve (12) weeks in duration.

The assignment will be offered by seniority to the part-time employees. If they are no part-time employee available it will go to casual employees in accordance with article 12.07 (d).

The assignment will begin with the schedule posted in accordance with article 12.07

The posting procedure in the collective agreement shall not apply until the recall process has been completed.

11.02 A copy of the work routines shall be made available to the Union and affected employees upon request. When a route is modified or a new route created, a copy of the work routine shall be forwarded to the Union and the affected employee(s).

11.03 In case of layoff, recall, promotion (except to positions outside the bargaining unit), transfer and demotion, seniority shall be the deciding factor where qualifications, ability, suitability and experience are equal.

Seniority will be as per the current seniority list posted in accordance with Article 10.04.

11.04 Before considering applicants from outside the bargaining unit and subject to Article 11.01 (f) employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

11.05 Notice

(a) In the event of a proposed layoff from the Employer of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

(i) provide the Union with no less than five (5) months' written notice of the proposed layoff or elimination of position; and

(ii) provide to the affected employee(s), if any, who will be laid off with no less than five (5) months' written notice of layoff, or pay in lieu thereof.

(b) In a situation where the Aramark contract has been terminated, the notice periods in 11.05(a)(i) and (ii) are reduced to three (3) months.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

11.06 Employees will be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority.

11.07 Laid off employees recalled to temporary assignments do not benefit by an equivalent extension of the delay provided under Article 10.02 (c).

11.08 An employee in receipt of notice of layoff pursuant to Article 11.05 may:
(a) Accept the layoff; or

- (b) Opt to receive a separation allowance as outlined below; or
- (c) Opt to retire, if eligible under the terms of the Hospitals of Ontario Pension Plan (HOOP) as outlined below; or
- (d) Displace another employee who has lesser bargaining unit seniority.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full-time employee whose hours of work are, subject to Article 7.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (b) above.

The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (such notification shall be deemed to be received on the second day following the day of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.

Employees on layoff shall be given preference for temporary vacancies that are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

(11.09): SEPARATION ALLOWANCE:

- (a) Where an employee resigns within 30 days after receiving notice of layoff pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he

or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of sixteen (16) weeks' pay, and, on production of receipts from an approved educational program, within twelve (12) months or resignation, may be reimbursed for tuition fees up to a maximum of three thousand (\$3,000) dollars.

- (b) Where an employee resigns later than 30 days after receiving notice pursuant to Article 9.08(a)(ii) that his or her position will be eliminated, he or she shall be entitled to a separation allowance of four (4) weeks' salary, and, on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty (\$1,250) dollars.

11.10: Retirement Allowance

Prior to issuing notice of layoff, the employer will offer will offer early-retirement allowance to a sufficient number of employees eligible for early retirement under HOOPP in order of seniority, to the extent that the maximum number of employees who elect early retirement is equivalent to the number of employees who would otherwise receive notice of layoff.

Employees who elect early retirement will have the option of selecting either option A or B.

Option A

- (a) An employee who elects an enhanced early retirement allowance shall receive, following completion of the last day of work, a retirement allowance of three (3) weeks' salary for each year of employment plus a prorated amount for any additional partial year of employment, to a maximum of fifty two (52) weeks salary or fifty per cent of earnings to age 65, whichever is less. The option of salary continuance will be made available to those employees who indicate this preference.
- (b) Where the employee who elects an enhanced early retirement allowance in accordance with this provision is part-time, their retirement allowance will be based upon their regular average weekly salary, exclusive of any premium payments, calculated over the twelve (12) month period immediately preceding their last day of work, except that any periods of long term illness/injury or pregnancy/parental leave within that year shall not be considered, and the calculation shall be adjusted accordingly.
- (c) A full-time employee who elects an enhanced early retirement allowance will be given the choice of:

- (i) Receiving an amount of one hundred and twenty-five dollars (\$125.00) per month in lieu of benefits referred to in (ii) below for a period equivalent to one month for each year of employment to a maximum of twelve (12) months or age sixty-five (65), whichever is less, or
 - (ii) Remaining in the semi-private, extended health and dental benefit plans for the length of the severance or to age 65 whichever is less, provided the employee pays to the Hospital any difference between the full premium payment and one hundred and twenty-five dollars (\$125.00)
- (d) A regular part-time employee who elects an enhanced early retirement allowance will be given the choice of:

Receiving an amount of eighty dollars (\$80.00) per month in lieu of benefits, referred to in (ii) below for a period equivalent to one month for each year of employment to a maximum of twelve (12) months or until age sixty five (65) whichever is less, or

Remaining in the semi-private, extended health and dental benefit plans for the length of the severance or to age 65 whichever is less, provided the employee pays to the Hospital any difference between the full premium and eighty dollars (\$80.00).

Option B

An employee who elects an early retirement option shall receive, following completion of the last day of work, a retirement allowance of two (2) weeks' salary for each year of service, plus a prorated amount for any additional partial year of service, to a maximum ceiling of twenty-six (26) weeks' salary, and, in addition, full-time employees shall receive a single lump-sum payment equivalent to \$1,000 for each year less than age 65 to a maximum of \$5,000 upon retirement.

An employee who elects an early retirement option shall continue to be covered by insurance benefits in accordance with Article 15.01.

- (b) Displace another employee who has lesser bargaining unit seniority.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

An employee who is subject to layoff other than a layoff of a permanent or long-term nature including a full-time employee whose hours of work are, subject to Article 7.01, reduced, shall have the right to accept the layoff or displace another employee in accordance with (a) and (b) above.

The Employer agrees to post vacancies during the recall period, as per the job posting procedure, allowing employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (such notification shall be deemed to be received on the second day following the day of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.

Employees on layoff shall be given preference for temporary vacancies that are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

ARTICLE 12 – HOURS OF WORK

12.01 “Work schedule” is a written statement setting forth days and hours upon which the employees are required to work, and the days upon which employees have not been scheduled to work.

Unless otherwise agreed between the parties there will be no split shifts.

There will be no rotating shifts between days, evenings, nights in any regular full-time position.

In the event the Employer requires that the master schedule be modified such that the majority of the employees are directly affected, a notice of thirty (30) calendar days shall be given and the Union will be invited to provide input with respect to the implementation of the schedule.

12.02 Overtime at the rate of time and one-half (1 ½) the employee’s individual hourly rate will be paid for all work performed in excess of seven and a half (7.5) hours per day or seventy-five (75) hours biweekly.

12.03 Overtime premium will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid.

12.04 The Employer shall have the right to schedule overtime when in its discretion it is required. In the case of any individual employee, the Employer will consider any reasonable request to be excused from overtime work on any particular occasion for valid reasons.

12.05 Overtime shall be offered in accordance with seniority within the campus (Riverside/General) amongst the employees who are available on site and, are qualified and able to perform the work to be done. In the event no one volunteers to accept the offered overtime, it will be assigned to the least senior employee of the classification on site qualified and able to perform the work to be done. In the event there is no one on site available to be assigned, it will be offered to the off site employees who have registered in the Employer’s log and, are qualified and able to perform the work to be done.

The Employer shall give notice of overtime work as far in advance as practicable.

12.06 When a full-time or permanent part-time employee reports for work on a regular scheduled working day and upon his arrival at the Hospital finds no work is available for him, unless he has been notified two (2) hours prior to the start of the shift not to report, he shall be paid for four (4) hours at his regular hourly rate.

If the employee is offered other work for which he/she is physically fit, and the employee refuses such work, he/she shall not be eligible to receive the four (4) hours reporting pay provided for above.

The provisions of this Section shall not apply if the failure of the Employer to provide work is due to fire, flood, power failure, labour dispute or other interference with Employer operations beyond the reasonable control of the Employer or where an employee has been sent off duty by the Employer for reasons of illness or WSIB accident.

- 12.07** (a) Work schedules will be posted seven (7) days in advance.
- (b) The Employer will endeavour to provide advance notice of any change to the shift scheduling at least forty-eight (48) hours prior to the commencement of the change.
- (c) When the shift scheduling is changed without forty-eight (48) hours' notice, the employee shall be paid at time and one-half (1 ½) his hourly rate for those hours worked on the first shift of the revised schedule unless the change in shift was beyond the reasonable control of the Employer.
- (d) Relief assignments for part-time and casual employees will be made based on the seniority of the employees as of the pay period preceding the posting of the schedule in accordance with Article 12.07 a).
- (e) Two weeks in advance of the posting of the work schedule, casual and part-time employees shall declare their availability in accordance with the policy of the Employer.
- (f) It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments, compensating leave, and premiums.
- 12.08** Permanent part-time and casual employees who agree to work immediately before or beyond scheduled hours of work will do so at their regular rate of pay unless overtime and/or premium rate apply.

12.09 In the event of a shift change, for full-time and regular part-time employees, a minimum period of twelve (12) hours shall elapse between the end and the resumption of work. Failing this, the employee shall be remunerated at the overtime rate for the number of hours the interval is short of twelve (12) hours.

This shall not apply where a regular part-time employee is offered and voluntarily accepts either an additional shift in accordance with Article 12.07 (d), or additional hours in conjunction with his prescheduled shift.

12.10 Shift Premium and Weekend Premium

As of December 6, 2009, employee will be paid a shift premium of \$1.05 for all hours worked where the majority of the hours fall between 15:00 and 07:00 hours.

This amount will be increased to \$1.10 on December 6th, 2010 and \$1.15 on December 6th 2011.

Employees shall be paid a week end premium of \$1.05 on December 6th, 2009 for all hours worked between 24:00 hours on Friday and 24:00 hours on Sunday.

This amount will be increased to \$1.10 on December 6th, 2010, and \$1.15 on December 6th, 2011.

12.11 Call-Back

Where employees are called back to work after having completed a regular shift, and prior to the commencement of their next regular shift, they shall receive a minimum of four (4) hours of work or four (4) hours pay at the overtime rate.

12.12 Standby

Effective September 18, 2006, an employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three dollars (\$3.00) per hour for all hours on standby.

Standby pay shall, however, cease where an employee is called into work under Article 12.11 above and works during the period of standby.

ARTICLE 13 – VACATIONS WITH PAY

13.01 Vacation Year

For the purpose of vacation entitlement, calculation of payment and scheduling of vacations, the vacation year shall be the period beginning January 1st and ending December 31st.

13.02 Vacation Entitlement

Employees are eligible to begin using their vacation entitlement for the vacation year on January 1st of each year. However, the right to the vacation does not vest in the employee until he/she has completed the required period of service.

Where a full-time or regular part-time employee's entitlement changes in accordance with the provisions of this Article, vacation credits will be adjusted in the month in which the required number of years of service is attained.

13.03 The following clause is applicable to full-time employees only

An employee who has completed less than one (1) year of continuous service shall be entitled to two (2) weeks' annual vacation with pay pro-rated to his accumulated service in the vacation year.

An employee who has completed one (1) year but less than two (2) years of continuous service shall be entitled to two (2) weeks' annual vacation with pay.

An employee who has completed two (2) years but less than five (5) years of continuous service shall be entitled to three (3) weeks' annual vacation with pay.

An employee who has completed five (5) years but less than thirteen (13) years of continuous service shall be entitled to four (4) weeks' annual vacation pay.

An employee who has completed thirteen (13) years but less than twenty-one (21) years of continuous service shall be entitled to five (5) weeks' annual vacation with pay.

An employee who has completed twenty-one (21) years but less than twenty-eight (28) years of continuous service shall be entitled to six (6) weeks annual vacation, with pay.

An employee who has completed twenty-eight (28) years or more of continuous service shall be entitled to seven (7) weeks annual vacation, with pay.

13.04 Part-time Vacation Entitlement, Qualifiers and Calculation of Payment

The following clause is applicable to regular part-time and casual employees

An employee who has accumulated less than 3,450 working hours shall be entitled to vacation pay in the amount of 4% of his/her gross earnings.

An employee who has accumulated 3,450 working hours but less than 8,625 working hours shall be entitled to vacation pay in the amount of 6% of his/her gross earnings.

An employee who has accumulated 8,625 working hours but less than 22,425 working hours shall be entitled to vacation pay in the amount of 8% of his/her gross earnings.

An employee who has accumulated 22,425 working hours but less than 36,225 working hours shall be entitled to vacation pay in the amount of 10% of his/her gross earnings.

An employee who has completed 36,225 hours but less than 48,300 hours of continuous service or more shall receive 12% vacation pay.

An employee who has completed 48,300 hours of continuous service or more shall receive 14% vacation pay.

13.05 Work During Vacation

Should an employee who has commenced his scheduled vacation and agrees upon request by the Employer to return to perform work during the vacation period, the employee shall be paid at the rate of one and one half (1 ½) times his basic straight time rate for all hours so worked. To replace the originally scheduled days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

13.06 Bereavement During Vacation

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 17.

The portion of the employee's vacation, which is deemed to be bereavement leave under this provision, will not be counted against the employee's vacation credits.

13.07 Progression on Vacation Schedule

Part-time employees, including casual employees, shall be credited with service for the purpose of progression on the vacation scale, on the basis of one (1) year for each 1,725 hours worked, effective the date of the Award. Service prior to the date of the Award shall be credited as set out in Appendix B.

- (a) The vacation list shall be prepared and posted on March 1st each year. Employees must indicate their vacation preference on the list before April 15 of each year. Employees who do not indicate a vacation preference before April 15 will have their vacation period assigned. In the event of a dispute concerning vacation allotment, preference will be given to the most senior employee. Vacation will be scheduled at a mutually agreeable time.
- (b) All vacation allotment is subject to the efficient performance of the Employer's responsibilities at the Hospital. Vacation schedules will be approved and posted by April 30th each year.
- (c) In order to ensure that all employees have an opportunity to take vacation during the period of June 1st to September 30th, the Employer will not schedule more than two (2) weeks per employee. Employees will be permitted to request additional vacation weeks during this period. These weeks will be granted in order of seniority only after all employees' requests for two (2) weeks vacation during this period have been scheduled.

13.08 Where an employee's scheduled vacation is interrupted due to a serious illness, which either commenced prior to and during the scheduled vacation period, the period of such illness shall be considered sick leave, provided proof of illness and the hospitalization is submitted in such circumstances and the Employer is notified of the hospitalisation as soon as possible. Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

Vacation days so displaced will be rescheduled base operational needs and taking into consideration the employee's preference. Such a request shall not be unreasonably denied.

ARTICLE 14 – STATUTORY HOLIDAYS

14.01 The twelve (12) paid holidays are as set out below:
New Years Day

Family Day (3rd Monday in February)
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Remembrance Day
Thanksgiving Day
Christmas Day
Boxing Day

Full-time and regular part-time employees who so request, shall be provided at least three (3) consecutive days off inclusive of either Christmas Day and Boxing Day or New Year's Day. This shall not apply to employees who normally work Monday to Friday and who are not scheduled to work on a statutory holiday. Requests for time off under this provision must be submitted at least two (2) weeks prior to posting of the schedule. Preference for either of the periods of time off work will be on the basis of seniority and shall be given priority over requests for vacation or leave of absence for the same period. The schedule incorporating the Christmas Day/New Year's Day period shall be posted no later than December 1st.

14.02 Holiday Pay – Regular Part-Time

Notwithstanding any provision to the contrary, a regular part-time employee described in Article 7.02 shall enjoy entitlements under Article 14.01, 14.02 and 14.03 as herein amended for as long as they maintain their permanent status in their current position. Notwithstanding, if such an employee is displaced from his current position, he shall have the option of continuing to be grandparented with the entitlements under this and other related provisions.

A regular part-time employee described in Article 7.02 who qualifies under 14.02 will receive payment as follows:

- (a) If the employee works on the holiday – payment per 14.03;
- (b) If the employee is regularly scheduled to work on the holiday but does not work – his regular working hours for the day;
- (c) If the employee is not regularly scheduled to work on the holiday and does not work – a prorate of regular full-time hours.

14.03 Definition of Holiday Pay and Qualifiers

Holiday pay will be computed on the basis of the employee's regular straight

time hourly rate of pay times the employee's normal daily hours of work.

In order to qualify for holiday pay for any holiday, or to qualify for a lieu day, an employee must complete her scheduled shift on each of the working days immediately prior to and following the holiday except where absence on one or both of the said qualifying days is due to reasonable cause.

An employee who was scheduled to work on a holiday and is absent shall not be entitled to holiday pay or to a lieu day to which he would otherwise be entitled unless such absence was due to reasonable cause.

An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

- 14.04** If a full-time employee is required to work on any of the holidays, the employee shall be paid at the rate of time and one half (1 1/2) her regular straight time hourly rate of pay for all hours worked on such holiday. In addition, the employee will receive a lieu day off with pay in the amount of the employee's regular straight time hourly rate of pay times the employee's normal daily hours of work.

A lieu day with pay will be taken at a time mutually agreed upon between the employee and the Employer. The employee's request to take a lieu day off with pay on a day of his choice shall not be unreasonably denied. Lieu days off with pay not taken prior to the end of the calendar year in which the statutory holiday occurred will be paid by the Employer to the employee on the last pay day prior to December 31.

- 14.05** An employee on vacation or on a regular scheduled day off when a holiday is observed will receive a substitute day off with pay to be scheduled according to Article 14.03 or, holiday pay in lieu of the day off.
- 14.06** When the majority of a shift occurs between 00:01 and 23:59 on the statutory holiday all hours worked that shift will be paid at time and a half (1 1/2) the regular rate.
- 14.07** Notwithstanding Article 14.02, part-time employees that are eligible for statutory holiday pay will receive their regular wages, including vacation pay, earned in the four (4) week period ending just before the workweek with the statutory holiday, divided by twenty (20).

ARTICLE 15 – HEALTH AND WELFARE

15.01 Insured Benefits

Except where otherwise provided, this clause is applicable to full-time employees only.

The Employer agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Employer under the insurance plans set out below subject to their respective terms and conditions including any enrolment requirements:

The Employer will provide part-time employees with the option of voluntary participation in any and all of the group health and benefit program as set out in the article 15. It is understood that the part-time employees would pay the Employer the full amount of the monthly premium in advance.

(a) Semi-Private

The Employer agrees to pay 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross Semi-Private Plan in effect as of September 28, 1993, or comparable coverage with another carrier.

(b) Extended Health Care

The Employer agrees to contribute 75% of the billed premium towards coverage of eligible employees in the active employ of the Employer under the existing Blue Cross Extended Health Care Benefits Plan in effect as of September 28, 1993 (as amended below), or comparable coverage with another carrier providing for \$15.00 (single) and \$25.00 (family) deductible, providing the balance of monthly premiums are paid by the employees through payroll deductions.

The Benefits Plan coverage includes:

- Vision Care – maximum of \$300.00 every twenty-four (24) months plus bi-annual optometry exams;
-
- Vision Care can be use for laser surgery;
-
- Hearing Aide – acquisition every thirty-six (36) months;
-
- Private Duty Nursing – not to exceed ninety (90) eight-hour shifts to a maximum of \$20,000;

- Drug Formulary 2
-
- Dispensing Fee Cap – at the current rate as that changes from time to time (The Employer will continue to provide a preferred provider network which will not charge in excess of this rate.);
-
- Orthopaedic Shoes – 2 pairs per employee per year to a maximum of \$225 per year;
-
- Coverage for prosthetic appliances and durable medical equipment (no change to current coverage);
-

Out of Country (no change to current coverage).;

Services of a Chiropractor will be covered up to an annual maximum of \$300.00; and services of a licensed or Registered Physiotherapist will be covered up to an annual maximum of \$300.00. Effective December 6, 2011, the annual maximums for Chiropractor and licensed or Registered Physiotherapist will be increased to \$350.00.

(c) Life Insurance

The Employer agrees to contribute 100% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under HOOGLIP, in effect as of September 28, 1993, or an equivalent plan.

(d) Dental Plan

The Employer agrees to contribute 75% of the billed premiums towards coverage of eligible employees in the active employ of the Employer under the Blue Cross #9 Dental Plan, in effect as of September 28, 1993, or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time), providing the balance of the monthly premiums are paid by the employee through payroll deduction.

The employer will provide coverage of eligible employees under the Blue Cross #2 (or equivalent) complete and partial dentures at 50/50 co-insurance to \$1000 annual maximum.

The employer will provide coverage of eligible employees under the Blue Cross Rider #4 (or equivalent crowns, bridgeworks, repairs to same at 50/50 co-insurance to \$1000 annual maximum/

(e) Copy of Master Policies

A copy of all current master policies of the benefits referred to in this Article shall be provided to the Union.

Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP), provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

15.02 Pension

The Employer agrees to pay the applicable premiums as required by the pension plan (HOOPP).

15.03 Part-Time Employees

A part-time employee, including a casual employee, and a temporary employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or in part by the Employer, as part of direct compensation or otherwise, including holiday pay, save and except salary, vacation pay, standby pay, call back pay, reporting pay, responsibility allowance, jury and witness duty, bereavement pay and maternity supplemental unemployment benefits) an amount equal to 14% of his/her regular straight time hourly rate for all straight time hours paid.

15.04 In the event of a layoff of a full-time employee the Hospital shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere whichever occurs first.

In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums up to the end of the month in which the layoff occurs.

ARTICLE 16 – SICK LEAVE

16.01 Sick Leave Plan

The following clause is applicable to full-time employees only.

- (a) The Employer will assume total responsibility for providing and funding a short-term sick leave plan equivalent to that described in the August 1992 booklet (Part A) – Hospitals of Ontario Disability Income Plan Brochure.

The Employer will pay 75% of the billed premium towards coverage of

eligible employees under the long-term disability portion of the Plan (HOODIP or an equivalent plan as described in the August 1992 booklet (Part B)), the employee paying the balance of the billed premium billed through payroll deduction. For the purpose of transfer to the short and long-term portion of the disability program, employees will be credited with their service as of June 1, 2001.

- (b) There shall be no pay deduction from the employee's regular scheduled shifts when an employee has completed any portion of the shift prior to going on sick leave benefits or WSIB benefits.
- (c) The Employer further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- (d) Any dispute that may arise concerning an employee's entitlement to any benefits referred to in Article 16.01, including HOODIP and equivalents, may be subject to grievance and arbitration under the provisions of this Collective Agreement.

The Union agrees that it will encourage an employee to utilize the Medical Appeals Process provided under the plan, if any, to resolve disputes.

- (e) A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent, shall be provided to the Union.
 - (f) The Employer shall pay the full costs of any medical certificate required of an employee.
 - (g) The short-term sick leave plan shall be registered with the Employment Insurance Commission (EIC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.
- 16.02** Sick leave credits may be applied only to absence due to sickness, which is not work-related. Sickness includes accidents.
- 16.03** (a) To be entitled to this remuneration, the employee working the day shift must inform the Employer of his illness at least one (1) hour prior to the beginning of his regular shift, absolute incapacity excepted, and upon his return to work, he must report to his supervisor. An employee working on an evening or night shift must give the Employer two (2) hours notice in order to allow the Employer adequate time to arrange for a replacement. The Employer shall be entitled to request a certificate from the employee's consulting doctor, after three (3) days absence for illness.

- (b) An employee who is sent home by the Employer and the Health Office due to illness shall be paid sick leave provided that he has sick leave entitlement to his credit.
- 16.04** The Employer reserves the right to require satisfactory proof of illness from the employee's consulting doctor for those employees exhibiting a clear pattern of habitual sick leave usage.
- 16.05** If an employee is injured on the job and his supervisor excuses him from further duty for the balance of the shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.
- 16.06** The Employer reserves the right to require a medical certificate attesting to the illness of the employee at any time during the illness, if the Employer has reasonable doubt the sickness is bona fide, or when there is a great deal of absenteeism.
- 16.07** Sick leave is defined as a period of time that an employee is absent from work owing to a state of incapacity, resulting from an illness, including an accident, that requires medical attention, and which renders the employee incapable of performing his or her normal duties or any other work that the Employer may provide.
- 16.08** Employees shall make every effort to schedule medical health and dental care appointments outside scheduled hours of work. In the event this is not possible, employees shall make every effort to minimize their absence from work by scheduling their appointments as close as possible to the beginning or end of their scheduled shift. Employees may use their short-term sick leave entitlement in order to engage in personal preventive medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given and operational requirements are met. On request, employees will be required to provide proof of attendance for the preventative medical or dental care concerned.

ARTICLE 17 – BEREAVEMENT LEAVE

Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for four (4) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent. Any employee who notifies the Employer as soon as possible following a bereavement will be granted bereavement leave for three (3) consecutive working days off without

loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse. An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of his or her aunt or uncle, niece or nephew. The Employer, in its discretion, may extend such leave with or without pay. Where an employee does not qualify under the above-noted conditions, the Employer may, nonetheless, grant a paid bereavement leave. For the purpose of bereavement leave, the relationships specified in the preceding clause are deemed to include a common-law spouse and a partner of the same sex.

An employee may reserve one of the days specified above for future use, to attend the memorial service of the deceased, if that service is scheduled for a later date.

ARTICLE 18 – UNION LEAVE

18.01 Full-Time Position with the Union

Upon application in writing by the Union on behalf of the employee to the Employer, a leave of absence without pay shall be granted to such employee elected or appointed with CUPE, its affiliates, for period(s) of up to two (2) years. It is understood, however, that during such leave the employee shall be deemed to be an employee of the Union. Only one (1) employee in a twenty-four (24) month period may be permitted this leave of absence without pay.

There shall be no loss of service or seniority during such leave of absence and the employee shall accumulate service and seniority on the basis of what their normal regular hours of work would have been. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what their normal regular hours of work would have been, provided the Union reimburses the Employer in the amount of such salary and applicable benefits within (30) days of billing.

The employee agrees to notify the Employer of their intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to their former or to a substantially similar position as held before the leave began and at the appropriate rate of pay subject to any changes which would have occurred had the employee not been on leave.

The Employer may fill the vacancy resulting from such leave on a temporary basis for the duration of the leave in accordance with Article 11.

18.02 Unpaid leaves of absence of not more than sixty (60) calendar days may be

granted for two (2) employees annually but not simultaneously to attend Union conventions, seminars, education classes, meetings or conferences provided that two (2) weeks' notice has been given to the Employer and that the leave does not disrupt the efficiency of the operation. Such leave will not be unreasonably withheld.

The Employer accepts to liberate the above designated individuals, without loss of pay for the designated period and the Union agrees to reimburse the Employer for the gross wages including benefit charges and Employer costs of the liberated employee within thirty (30) days.

ARTICLE 19 – PREGNANCY/PARENTAL/ADOPTION LEAVE

19.01 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Hospital with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Hospital at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Hospital's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave. For part-time employees credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.
- (f) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave. In cases where the employee receives a percentage in lieu of benefits, the Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Hospital will register those benefits as part of the Supplementary Employment Benefit Plan with the Canada Employment Insurance Commission.
- (g) Subject to any change to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

19.02 Parental Leave

- (a) Parental leaves will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13)

weeks of continuous service.

- (b) An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (c) For the purposes of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (d) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

The employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.

- (e) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours, plus any wage increase or salary increment that the employee would be entitled to if he or she were not on parental leave.

In addition to the foregoing, the Employer shall pay the employee ninety-three percent (93%) of his or her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave. For part-time employees credits for service and seniority shall be calculated on the basis of what the employee's normal regular hours of work would have been.
- (g) The Employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave. In cases where the employee receives a percentage in lieu of benefits and its share of the pension contribution for a period of up to ten (10) weeks while the employee is on parental leave. The Hospital will register these benefits with the Unemployment Benefit Plan.
- (h) Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

ARTICLE 20 – JURY DUTY

- (a) (The following clause is applicable to full-time employees only)

If an employee is required to attend jury selection or serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the employer immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

Where a full-time employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the employer. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

In addition to the foregoing, where a full-time employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, the employer will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he is scheduled to work that day, the employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the employer is unable to reschedule the employee and, as a result, he is required to attend during other than his regularly scheduled paid hours, he shall be paid for all hours actually spent at such hearing at his straight time hourly rate subject to (a), (b) and (c) above.

- (b) (The following clause is applicable to part-time employees only)

If an employee is required to attend jury selection or serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the employer immediately on the employee's notification

that he will be required to attend at court;

- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

Where a part-time employee is selected for jury duty, for a period in excess of one (1) week, the employee shall be paid for all hours scheduled and not be expected to attend at work. Upon completion of the process the employee shall be returned to that point on their former schedule that is considered appropriate by the employer. It is understood and agreed that the local parties may agree to different scheduling arrangements for the first week of jury and witness duty.

In addition to the foregoing, where a part-time employee is required by subpoena to attend court of law or coroner's inquest in connection with a case arising from the employee's duties at the Hospital on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to (a), (b), and (c) above.

ARTICLE 21 – PERSONAL LEAVE

21.01 It is agreed that an employee may be granted a leave of absence without pay for personal reasons. Such requests shall be made as far in advance as possible, but no less than two (2) weeks in advance of the leave except in the cases of an emergency. The Employer shall reply in writing within one (1) week of the request.

21.02 The Employer may approve an exchange of shifts within a pay period provided the employees requesting the exchange are qualified and able to perform the work to be done and have submitted a written co-signed request three (3) days in advance. Exchange of shifts shall not result in overtime payments.

Shift exchanges are within the same site (Riverside/General).

ARTICLE 22 – HEALTH AND SAFETY

22.01 The Employer will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Such devices or personal protective equipment as the Employer requires be worn, and other equipment that in the opinion of the Employer is necessary for the safety and

protection of the employees shall be provided by the Employer.

22.02 Health and Safety

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital in order to prevent accidents, injury and illness.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept, as members of its Joint Occupational Health & Safety Committee, representatives selected or appointed by the Union.
- (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer and the Union agree to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held quarterly or more frequently as required at the call of the chair. The Committee shall maintain minutes of all meetings and make the same available for review.
- (f) Health & Safety Committee in accordance with the foregoing shall be granted and Time off for such representative(s) to attend meetings of the Joint Occupational time so spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his regular or premium rate as may be applicable.

In the event the MJHSC of the Ottawa hospital invites a representative to its meeting Aramark will be governed by article 4 of the Collective Agreement and time off for such representative to attend meeting shall be granted without loss of pay.

- (g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) Where the Hospital identifies high-risk areas where employees are exposed to Hepatitis B or other infectious diseases for which the Hospital provides vaccinations to Hospital staff, ARAMARK will provide vaccinations to prevent such diseases.
- (i) The Employer accepts that one CUPE member on the Joint Occupational Health & Safety Committee will be trained as a certified worker under the Occupational Health and Safety Act to ensure that each campus has minimally one certified worker. Any costs associated with the training of a

certified worker will be paid by the Employer, or as may be prescribed pursuant to the Occupational Health and Safety Act.

22.03 Worker's Compensation

The Employer agrees to provide the employee and the Union Health and Safety representative with a copy of Workplace Safety and Insurance Board Form 7 at the same time it is sent to the WSIB.

22.04 Modified Work

When it is medically determined that an employee is unable to return to the full duties of his or her position, the Employer will meet with a representative of Local 4000, together with the employee, to discuss the circumstances surrounding that employee's return to suitable work. The Employer will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. Such devices or personal protective equipment as the Employer requires be worn, and other equipment that in the opinion of the Employer is necessary for the safety and protection of the employees shall be provided by the Employer.

22.05 Workload

- (a) The parties agree that patient care is enhanced if concerns relating to professional practice, patient acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.
- (b) Employees are encouraged to raise their workload concerns with their immediate supervisor. In the event that an employee or group of employees, are assigned an excessive workload they shall express their concerns to their supervisors. Failing resolution of the workload issue with the supervisors, the employee shall discuss the issue with the manager (or designate). If no satisfactory resolution is reached the employee's shall complete a Workload Complaint Form which shall be provided to the manager. Within fifteen (15) business days of receipt of the Workload Complaint Form (WCF) the manager will provide a written response to the employee and forward a copy of WCF to the human resources and the union. The WCF will be attached as an Appendix to the collective agreement and will be made available in hard copy.
- (c) In the event of an unresolved acute workload complaint, the employee (or group of employees), the supervisor, the manager and a representative of the Union shall meet within 4(four) business days of the initial receipt of the complaint to attempt to resolve the workload issue. In the event of an unresolved chronic workload complaint, the employee or group of employees, the manager, and a representative of

the union shall meet within (15) business days of the initial receipt of the complaint to attempt to resolve it.

- (d) Failing to resolve in c) the complaint will be forwarded for investigation and resolution to either the Joint Health and Safety Committee (as constituted under the Collective Agreement Local Appendix) or the Labor Management Committee.

22.06: Violence in the Workplace

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a healthy workplace requires a high degree of cooperation between the employer, employees, physicians and the Union. Employees should feel empowered to report incidents of disruptive behaviour, including physician behaviour, without fear of retaliation. The parties are both committed to a harassment-free environment and recognize issues in a timely and effective manner as set out below;

1. Violence as defined in the Hospital's *Violence in the Workplace* policy ADM VI 210 is as follows: "Any act of force or aggression which may threaten, assault, or abuse any staff member in the course of their association with the employer. It also includes psychological violence such as bullying, mobbing, teasing, ridicule, or any other act or words that could psychologically hurt or isolate a person in the workplace."
2. ...The employer agrees to develop formalize policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
3. ..In dealing with complaints, the employer shall ensure that the process is fair for all.
4. . In dealing with physician conduct, the employer may incorporate recommendations from the Guidebook for Managing Disruptive Physician Behaviour, College of Physician and Surgeons of Ontario and Ontario Hospital Association, issued April 2008, or more recent editions as may be released.
5. The employer will, at a minimum, review with the Joint Health and Safety Committee all incidents of violence that result in an employee being disabled from their usual work or requiring medical attention and that occurred while the employee

was performing work. The employer shall provide written notice of these incidents to the Union and the JHSC within four days of the occurrence.

6.The employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons.

ARTICLE 23 – LABOUR MANAGEMENT COMMITTEE

23.01 Where either party has matters of concern and interest which could be beneficial if discussed at a Labour/Management Committee meeting during the term of this Agreement, the following shall apply:

- (a) A number of representatives of each party shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of grievances or negotiations for the amendment or renewal of this Agreement.
- (b) Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. It is understood that the Employer will not pay more than three (3) bargaining unit employees to attend such meetings. At the request on one of the party, the meeting will be held within two weeks whenever possible.

ARTICLE 24 – TECHNOLOGICAL CHANGES

24.01 The Employer will inform the Union of technological changes that will substantially modify the status of employees of the bargaining unit.

24.02 The Employer will discuss with the Union the effects of technical changes on the status of employees, and will examine the ways they can minimize negative effects, if any.

24.03 The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce that will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effects of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

Where, due to a technological change, new or greater skills are required than are already possessed by affected employees, the Employer will provide the employees an opportunity to be trained on the new equipment. The Employer will assume the costs of the training. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

Employees with one (1) or more years of continuous service who are subject to layoff under conditions referred to above will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 25 – UNIFORMS AND PROTECTIVE FOOTWEAR

25.01 Uniforms

The Employer shall provide on July 1st five (5) uniforms to full-time employees.

For each part-time employee including casual employees, the Employer shall provide July 1st, a minimum of three (3) uniforms. Additional uniforms shall be provided at the discretion of the Employer based upon the employees' average hours of work. Employees shall not be unreasonably denied additional uniforms.

The Employer shall provide a replacement uniform to an employee when it is damaged or becomes worn out from use such that the number of uniforms provided to employees as described above is maintained.

Employees will be required to return uniforms in their possession upon termination of employment.

25.02 Protective Footwear

The Employer shall provide, based on departmental requirements, protective footwear to employees to a maximum of:

Full-time employees	\$120.00 yearly
Part-time employees	\$ 65.00 yearly

This payment shall be payable July 1st, on the year payable, upon proof of payment. It is understood that the footwear is for work use only, and will be replaced, if damaged or worn during its use.

ARTICLE 26 – WAGE RATES AND CLASSIFICATIONS

26.01 The Employer agrees to pay and the Union agrees to accept the wage rates specified in "Appendix A" attached hereto.

26.02 Should an error attributable to the Employer in payment occur of \$50 or more, it will be rectified within three (3) working days after the employee notifies the Employer in writing of the error. Errors under \$50 will be corrected on the following pay period.

26.03 In the event of a payroll error resulting in overpayment, the Employer will recover the entire overpayment from the employee through payroll deductions beginning no later than the pay period following the discovery of the overpayment. Or, by such other arrangement as concluded between the employee and the Employer.

ARTICLE 27 – DURATION

27.01 This Agreement shall be binding and shall continue in effect from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of December 5, 2012. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.

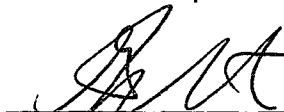
IN WITNESSETH WHEREOF THE PARTIES HAVE HERETO SIGNED.

Signed and dated in Ottawa, Ontario, this 17th day of AUGUST, 2011.

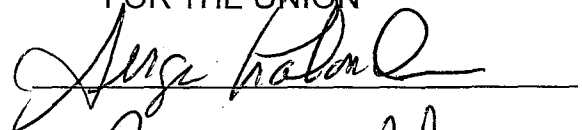
FOR THE EMPLOYER

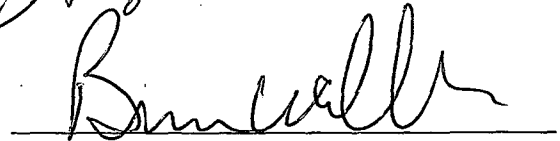
Paul Zwicker


Donna Bishop

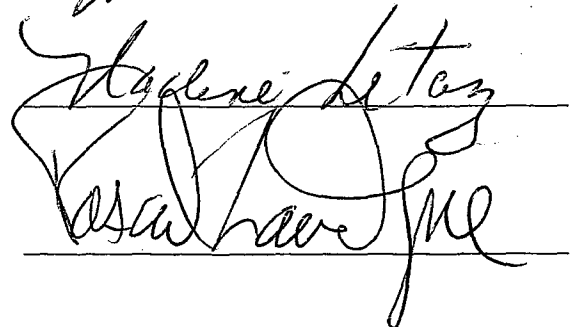

George MacMaster

FOR THE UNION









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July 20, 2011

APPENDIX A – WAGE

<u>Effective</u>	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
<u>December 6, 2009(2.00%)</u>	<u>\$19.53\$</u>	<u>\$19.95</u>	<u>\$20.40</u>	<u>\$20.83</u>
<u>December 6, 2010(2.00%)</u>	<u>\$19.92</u>	<u>\$20.35</u>	<u>\$20.81</u>	<u>\$21.25</u>
<u>December 6, 2011 (2.00%)</u>	<u>\$20.32</u>	<u>\$20.76</u>	<u>\$21.22</u>	<u>\$21.67</u>

GE RATES AND CLASSIFICATIONS

Retroactivity

Retroactivity will only apply to wages and shift/weekend premiums as set out above. Retroactive payments shall be made within three (3) pay periods of the ratification, by separate cheques if possible that itemize the categories of payment. In the case of employees who have left Aramark, the Employer will send notice to the last known address of the employee, with a copy to the Union, advising that the employees have thirty (30) days to claim payment.

Lead Hand

Members of the bargaining unit will be entitled to sign up for lead hand opportunities.

These opportunities will be offered to the most senior employee from within the bargaining group having the ability to fulfill the role.

The premium rate for the Lead Hand will be 7.5% of the regular hourly rate applicable as of ratification.

WORKLOAD COMPLAINT FORM/FORMULAIRE DE SURCHAGE DE TRAVAIL

SECTION 1: GENERAL INFORMATION/INFORMATION GENERALE

..... (Please Print/Lettres Moulées S)

Name(s) of Employee(s) Reporting / Nom(s) des Employé(e)(s): _____

Employer/ Unit/Area/Program:
Employeur: _____ Unité/Service/Secteur: _____

Date of Occurrence: _____ Time: _____ 7.5 Hr. Shift
Date de l'incident: _____ Heure: _____ Quart de 7,5 h
Name of Supervisor: _____ Date/Time Submitted: _____
Nom du/de la Superviseur (e) _____ Date et heure de soumission : _____

SECTION 2: DETAILS OF OCCURRENCE/DÉTAILS DE L'INCIDENT

Provide a concise summary of the occurrence/Faites une brève description de la situation: _____

Check one/Cochez une seule case: Is this an isolated incident? Est-ce un incident isolé? An ongoing problem? Une situation continue?

Regular Staff/# Effectif permanent:

If there was a shortage of staff at the time of the occurrence, please check one or all of the following that apply:
S'il y avait une pénurie de personnel au moment de l'incident, veuillez cocher les cases qui s'appliquent à la situation:

Leaves/Vacation/Congés/Vacance Sick Call(s)/Maladie(s) Vacancies/Postes vacants

SECTION 3: FACTORS CONTRIBUTING TO THE OCCURRENCE/FACTEURS QUI ONT CONTRIBUÉ À L'ÉVÈNEMENT

WORKLOAD COMPLAINT FORM/FORMULAIRE DE SURCHARGE DE TRAVAIL

SECTION 4: REMEDY/RÈGLEMENT

(A) At the time the workload issue occurred, did you discuss their issue with your supervisor? Yes/Oui No/Non
Au moment où la question de la surcharge de travail s'est présentée, en avez-vous discuté avec votre superviseur(e)?
Provide Details:/Expliquez: _____

Was it resolved? A-t-elle été résolue? Yes/Oui No/Non

(B) Failing resolution at the time of the occurrence did you seek assistance from the person designated by the employer as having responsibility for timely resolution of workload issues?
À défaut de résolution au moment auquel l'incident s'est produit, avez-vous demandé l'aide de la personne désignée par l'Employeur comme responsable de la résolution rapide des problèmes de charge de travail?

Yes/Oui No/Non

Provide details/Expliquez : _____

Was it resolved? A-t-elle été résolue? Yes/Oui No/Non

SECTION 5: RECOMMENDATIONS/RECOMMANDATIONS

Please check-off one or all of the areas you believe should be addressed in order to prevent similar occurrences:
Veuillez cocher les cases ci-dessous que vous croyez qu'il faut aborder pour empêcher une répétition de ces incidents:

Change Start/Stop times of shift(s). Please specify Change work routine/quotas/Changement de routine/quotas
Changement d'heure d'entrées/de fin de quart de travail. Veuillez préciser:

Adjust staffing/Ajustez le personnel Replace sick calls/vacations time
Remplacez le personnel absent à cause de maladie pour temps
de vacances

Equipment (Please specify):/Équipement (Veuillez préciser): _____

Other:/Autre: _____

SECTION 6: MANAGEMENT COMMENTS/COMMENTAIRES DE LA DIRECTION

(Please provide any information/comments in response to this report, including any actions taken to remedy the situation, where applicable: Veuillez fournir toutes les informations et commentaires en réponse à ce rapport, y compris toute action prise pour corriger la situation, si applicable:

Management Signature:/Signature de la direction: _____ Date/Date: _____

SECTION 7: EMPLOYEE SIGNATURES/SIGNATURE DES EMPLOYÉ(ES)

I/We do not believe the response adequately addresses our concerns. I/We therefore request these concerns be forwarded to Labor relation Committee in accordance with the collective agreement.
Je crois/Nous croyons que les mesures prises sont insuffisantes pour régler la situation Je demande/Nous demandons donc que la question soit portée devant le comité en relation de travail en conformité avec la convention collective.

Signature:/Signature: _____

Signature:/Signature: _____

Signature:/Signature: _____

Date Submitted:/Date soumis : _____

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