

# COLLECTIVE AGREEMENT

BETWEEN

ARAMARK CANADA LTD. (FOOD SERVICES MANAGEMENT) AT  
THE ABERDEEN HOSPITAL, NEW GLASGOW, NOVA SCOTIA

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3988

November 1, 2011 - October 31, 2014

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## ARTICLE 1 - PURPOSE

- 1.01 The intention of this Agreement is to strengthen and maintain the existing harmonious relations between the Company and the Union, to promote efficiency in operations, to recognize the value of joint discussions and negotiations on all matters pertaining to working conditions, hours of work and scale of wages; to promote the morale, security and well being of all employees, to provide for the carrying out of the aims and objectives of the Company in a manner beneficial to both parties and ultimately to provide for the care, health and safety of patients in the hospital.

## ARTICLE 2 - DEFINITIONS

- 2.01 The term "employees" shall mean all employees of the Company who are covered by the terms of this Agreement.
- 2.02 "Probationary employees" shall mean all employees who have not completed three months employment with the Company. A month of employment shall be deemed to be 165.3 hours worked. Probationary employees shall not have the right to claim seniority privileges and may be dismissed at any time without recourse to the grievance or arbitration procedures provided there exists no evidence of discrimination during the probationary period.
- 2.03 "Part-time Employees" shall mean those employees who are regularly employed by the Company but are not required to work the number of hours specified in this Agreement.
- 2.04 Throughout this Agreement, the masculine gender when used, will apply equally to the feminine gender, and the singular shall include the plural and vice versa, as the context may require.
- 2.05 "Spouse" means in relation to another person; a person who at the relevant time was married to that other person, or a person who was living and co-habiting with that other person in a marriage like relationship, including a marriage like relationship between persons of the same gender and who had been living and co-habiting in that relationship for a period of at least two years immediately preceding the relevant time.
- 2.06 A year of service is defined as a 12-month period commencing on the employee's last date of hire.
- 2.07 For the purposes of determining wage rates, a complete year is defined as 1950 hours paid.

### ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that subject to the terms of this Agreement, the Company retains all the rights, functions and responsibilities invested in it as operator of the Dietary Department, Aberdeen Hospital, including:
- a) The right to operate and manage the Dietary Department and the working force of this Department in a fair and reasonable manner.
  - b) The management of the Company's operations and the employment, direction and supervision of employees, including transfer, promotion, layoff, suspension, discipline and discharge for just cause, subject to the terms of this Agreement is vested in the Company providing the foregoing shall not be exercised in a discriminatory manner.

## ARTICLE 4 - RECOGNITION

4.01 The Company, or any one authorized to act on its behalf, agrees to recognize the Canadian Union of Public Employees, Local 3988, as the sole collective bargaining agent for the employees covered by and included in this Agreement but excluding the following employees:

Dietitian and administration staff and those equivalent to the rank of supervisor and above, and those expressly excluded by the Trade Union Act of Nova Scotia.

4.02 The Company hereby consents and agrees to negotiate with the Union, or any authorized committee thereof, in any or all matters affecting the relationship between the parties to this Agreement looking forward to a peaceful and amicable settlement of any grievance that may arise.

4.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees, when dealing with or negotiating with the Company or its agent.

4.04 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except in cases of emergency, experimentation, training, or situations outside the control of management.

4.05 No employee shall be required or permitted to make a written or verbal Agreement with the Company or its representatives which may conflict with the terms of this Collective Agreement.

## ARTICLE 5 - NO DISCRIMINATION

5.01 Both parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced by reason of race, creed, colour, national origin, political or religious affiliation, sex, marital status, or pregnancy, nor by reason of the employee's membership in a Labour Union, or for any other reason defined under the Human Rights Act of Nova Scotia.

5.02 The parties are committed to providing a work environment free from harassment and discrimination based on race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relationship and disability.

A. Definition

Harassment is a form of unlawful discrimination and is defined as any comment or conduct that is known or ought reasonably to be known to be unwelcome.

Harassment may result from one incident or a series of incidents. It may be directed at specific individuals or groups but may also include any comments or conduct which create an environment that is hostile, intimidating or offensive.

The workplace includes all locations where business or social activities of the organization are conducted. Workplace harassment can also include incidents that happen away from work. Aramark Canada is also committed to protecting employees from harassment by clients, customers or members of the public.

Harassment can include, but is not limited to, the following examples:

- racial or ethnic slurs;
- written or verbal abuse or threats;
- unwelcome remarks, jokes, taunts, suggestions about a person's attire, age marital status, ethnic or racial origin, religion, sexual orientation, etc.;
- displays racist or other offensive or derogatory material (e.g. graffiti or pictures);
- practical jokes which result in embarrassment or insult;
- vandalism of personal property;
- patronizing or condescending behaviour;
- abuse of authority which undermines performance or threatens.

## ARTICLE 6 - UNION SECURITY

- 6.01 All employees of the Company shall as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-laws of the Union. As a condition of employment, all new employees shall immediately become and remain members in good standing of the Union.
- 6.02 The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in Articles 6 and 7 dealing with Union Security and Dues Check-off.
- 6.03 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his union steward or representative. The parties will set aside time without loss of salary to acquaint the new employee with collective agreement and the policies of the employer.

## ARTICLE 7 - CHECK-OFF

- 7.01 The Company agrees to deduct Union dues from the wages of all employees, in keeping with this Agreement, and to deduct any assessment authorized in writing by the Union, from the wages of the employees. All amounts so deducted, shall be transmitted, together with a list of names of the employees from whose wages such deductions were made, to the National Secretary Treasurer of the Union no later than fifteenth (15) of the month following the month the deduction was made.

## ARTICLE 8 - SENIORITY

8.01 Seniority is defined as the length of service with the employer since the first date of hire. Seniority shall take effect after completion of the probationary period and shall be retroactive to the date of employment. Time-worked shall mean all paid leaves of absence but excluding premium pay. Seniority shall be applied on a bargaining-unit-wide basis.

8.02 Seniority List

The seniority list containing the names of Employees and their seniority (from date of employment) shall be posted in a conspicuous place within sixty (60) days of the signing of the Collective Agreement and from year to year thereafter. A thirty (30) day appeal period shall be allowed following posting to question alleged errors. A copy of the list shall be forwarded to the Union Secretary at the time of posting.

8.03 Seniority shall be deemed lost and employment to have been terminated if:

- a) an employee voluntarily resigns his employment;
- b) an employee retires;
- c) is discharged for just cause and is not reinstated;
- d) is laid off and fails to inform Management each six (6) months of his desire to return;
- e) fails to return to work or indicate that he will return to work within one (1) week after recall by registered mail;
- f) fails to return to work upon the conclusion of a leave of absence or extension of same unless proof is furnished to the Company as to bona fide sickness or disability preventing such return;
- g) is absent from work for five (5) days or longer unless a reasonable explanation is given to Management;
- h) is absent due to sickness or accident in excess of 24 months from the first date of absence. The above absence may be extended to provide additional accommodation in accordance with obligations under the *Nova Scotia Human Rights Act*.

- 8.04 If it is necessary to reduce staff or regular scheduled hours of work, employees will be laid off first in reverse order of seniority. In the event of a layoff, seniority will be the guiding factor so long as it does not prevent the Company from maintaining a satisfactory level of service and providing that employees who are retained are qualified to do the work available. By virtue of this article, bumping is permitted laterally and downward, subject always to the ability of the person exercising the bumping mechanism to do the work of the person being bumped.
- 8.05 When recalling employees to work after a layoff, he/she shall be recalled in the inverse order to what in which they were laid off providing they possess the qualifications to do the work available.
- 8.06 New employees shall not be hired until those laid off are given an opportunity of recall.
- 8.07 The refusal of a laid off employee, who is employed elsewhere, to accept a recall to a temporary vacancy of less than four (4) weeks duration will not result in forfeiture of seniority and employment as specified in Article 8.04 and will not prejudice recall in the future.
- 8.08 Grievance on Layoff and Recalls  
Grievances concerning layoffs and recall shall be initiated at Step 3 of the Grievance Procedure.

## ARTICLE 9 - VACATIONS

- 9.01 The Company agrees that full-time employees who have less than twelve (12) months service, shall be credited with one and one quarter (1 1/4) day's vacation with pay for each month of service.
- 9.02 Full-time employees having completed one (1) year continuous service will be granted fifteen (15) days vacation with pay.
- 9.03 Full-time employees having completed five (5) years service shall be granted twenty (20) days vacation with pay.
- 9.04 Full-time employees having completed fifteen (15) years continuous service with the Company shall be granted twenty-five (25) working days vacation with pay.
- 9.05 Full-time employees having completed twenty-five (25) years continuous service with the Company shall be granted thirty (30) days vacation with pay.
- 9.06 (a) Part-time employees shall be allowed vacation time in accordance with: Articles 9.01, 9.02, 9.03, 9.04, 9.05; and shall be paid on an appropriate percentage basis as follows:

Less than twelve (12) months service	6%
Over one (1) calendar year service	6%
Over five (5) calendar year service	8%
Over fifteen (15) calendar years service	10%
Over twenty-five (25) calendar years service	12%

- (b) An employee will not be required to take unpaid vacation.

Vacation pay shall be calculated as follows: Annual Salary from April 1 to March 31:

TIMES:  
appropriate %  
DIVIDED BY:  
current rate of pay  
DIVIDED BY:  
7.5 hours  
EQUALS:  
days owed

Employees are given full credit for any fraction of a day over 1/2.

- 9.07 Provided that there is sufficient relief staff available and it is operationally feasible, employees with five or more years of seniority are entitled to take two (2) weeks of vacation during the period June 1, to August 31. Once available part time employees have been offered the opportunity to work the available hours up to the equivalent of a full time schedule the employer may employ casual employees to cover the remaining shifts within this period.
- 9.08 Qualifying service for vacation entitlement shall be calculated as of close of day, March 31<sup>st</sup>, in any one year.
- 9.09 Vacation pay shall be at the rate of straight time for the classification affected and, for employees that have changed status or classification during the reference year ending March 31, will be calculated according to the percentages as indicated at article 9.05(a) and (b).
- 9.10 The Employer will have Vacation Request Forms available for the employees February 1<sup>st</sup> of each year. Employees will complete and return the forms no later than March 31<sup>st</sup> and vacation schedules will be posted by May 1<sup>st</sup> of each year.

Vacation, once posted, shall not be changed unless, by mutual agreement between the Employee and the Employer, or due to circumstances beyond the control of the Employer.

- 9.11 In the event of a workplace accident that occurs and prevents the employee from returning to work prior to commencement of their scheduled vacation, employees may have their vacation rescheduled prior to March 31, taking into consideration the needs of the organization and, if possible, the stated preferences of the employee. In the event that the employee, due to the workplace injury, is unable to return to work prior to March 31, he/she will receive the remaining vacation pay and be deemed to be on vacation for the unused portion of vacation days ending March 31.
- 9.12 When leaving the employ of the Company, an employee shall be paid any unused vacation credits on a pro rata annual basis.
- 9.13 In the event of a serious illness requiring the employee to be confined to hospital or their home prior to commencement of vacation, or during vacation, employees shall have the right to revert to sick leave solely for the period of confinement. They may reschedule the unused portion of their vacation at a later time mutually agreed upon.

They may reschedule the deferred portion of their vacation at a later time mutually agreed upon.

- 9.14 Vacations shall be scheduled to start immediately following an employee's scheduled days off.
- 9.15 Vacation credits shall be prorated if an employee is absent and does not receive pay from the Company.
- 9.16 Exceptionally, and upon receipt of written request specifying the reason and the vacation dates requested, no later than January 1 of each year, the Employer may permit the Employee to carry over five (5) days of vacation into the next vacation year that must be scheduled and exhausted by June 30.

## ARTICLE 10 - HOLIDAYS

10.01 Employees covered by this Agreement shall be granted the following holidays with pay:

New Year's Day	Victoria Day
Christmas Day	Canada Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Boxing Day	Remembrance Day

Festival of the Tartans or 1st. Monday in August if Festival of the Tartans is not proclaimed.

And any other day proclaimed as a Public Holiday by the Town of New Glasgow, Province of Nova Scotia, or the Government of Canada, but not to exceed one (1) extra holiday.

10.02 (a) Qualifying for Holiday Pay

For Full-Time Employees, holidays shall be paid at the rate of straight time if not worked. When a fulltime Employee works on a holiday, he will be paid time and one-half for such work in addition to his regular pay or, if mutually agreed, have a day added to his vacation, or another day off. If any of the above mentioned holidays should occur during the Employee's annual vacation period an extra day with pay shall be added to such vacation period. When any of the above mentioned holidays fall on an employee's scheduled day off, the employee shall receive an additional day off. In order to qualify for premium compensation on holidays the employee must have worked on the day prior and the day following the holiday unless he/she is on scheduled days off duty or is receiving authorized sick leave pay or on an authorized leave under articles 9, 13.01, 13.02, 13.04, 14, 15, 16.

(b) Part-Time Payment for Working on a Holiday

Effective the date of signing of this Collective Agreement, when a Part-Time employee works on a holiday, he/she will be paid time and one-half (1 ½) times for all hours worked. In order to qualify for premium compensation on holidays, the Employee must have worked on the day prior and the day following the holiday unless he/she is not scheduled or is absent and is receiving authorized sick leave pay or on an authorized leave under Articles 9, 13.01, 13.02, 13.03, 13.04, 14, 15, 16.

In lieu of the above-mentioned holidays, the Part-Time employee will receive prior to January 30th a lump sum payment equal to 4.2% of the wages calculated on regular hours worked between January 1 to December 31, to be paid on a separate cheque.

10.03\* Holiday Premium Pay

If a Full-Time or Part-Time Employee is required to work an established shift on a holiday listed in Article 10.01 which the Employee is scheduled to be off and has received less than seventy-two (72) hours' notice, the Employee shall be compensated at the rate of two (2) times the Employee's regular hourly rate for the shift worked. Full-Time Employees shall receive seven and one-half (7.5) hours off later in lieu of the holiday.

If notice has been given at least seventy-two (72) hours prior to the holiday, the Full-Time/Part-Time Employee will be paid one and one-half (1.5) times the Employee's regular hourly rate for all hours worked. Full-Time Employees shall receive seven and one-half (7.5) hours off later in lieu of the holiday.

10.04 Days off in lieu of holidays and accrued days off shall be taken within three (3) months of the date they occurred or they will be paid out with the next regular pay.

10.05 Holidays and Sick Leave

A Holiday scheduled in respect of Article 10 shall not revert to sick time. Conversely if an employee is scheduled to work on a Holiday and becomes ill they will be eligible to use sick leave benefits for that day in accordance with Article 11.

## ARTICLE 11 - SICK LEAVE

11.01 The Company agrees to grant cumulative sick leave with pay to all employees on the following basis:

- a) After three (3) months continuous service, employees will be credited with one and one-half (1 1/2) days sick leave a month retroactive to the date of hiring, with a maximum accumulative entitlement of ninety (90) days at any one time.
- b) For paid sick leave, the Company shall have the right to require proof of illness, and the right to require the employee to produce a medical certificate, such certificate to be signed by a licensed medical practitioner, which shall describe the nature of the illness.
- c) Part-time employees shall accumulate sick leave on the basis of eleven and one-quarter (11.25) hours for every 165.3 hours worked to a maximum of 670 hours. Payment of sick leave shall be prorated.
- d) Employees shall not lose sick leave credits while off work due to injuries covered by Workers' Compensation.
- e) Absence for sickness or accident in respect of which an employee received compensation from the Workers' Compensation Board will not be charged against full sick leave credits, but during the period the employee is on compensation pay, the Company will deduct one-quarter day of the employee's sick leave credits and will pay the employee an amount equal to the difference between compensation pay and the employee's regular wages. This will only apply to an employee who has accumulated sick leave credits. Employees will provide the Employer with a copy of their WCB cheque stub to determine the amounts to be paid by the Employer. When the sick leave credits expire then the employee will only be paid compensation pay, and in no event will the payment by the Company exceed the accumulated sick leave credits.
- f) In case of absence due to sickness, the employee shall report the matter not later than the beginning of his work shift, to his immediate Management Supervisor; an employee who does not report as aforesaid, may be excused if he justifies his failure to so report, and does report as soon as possible. An employee when on sick leave shall give reasonable notice of his intention to return to work to his immediate Management Supervisor, so that he may be fitted into his proper schedule.

- g) An employee, subject to his/her established sick leave credits shall receive his/her normal income for all days lost due to illness; provided, however, that the employee shall provide the Employer with a medical certificate from his/her doctor upon request.
- h) Continuation of Benefits While on WCB  
Continue the eligibility of the employee and the Employer's cost sharing relationship with the employee so as to allow the Employee to continue in the Group Health and Group Life Plans. The Employee must agree to pay the usual cost shared amount for participation in the plans. The entitlement shall be reviewed by the Employer on a year-to-year basis, in no case shall the employer be required to cost share the benefits for a period longer than eighteen (18) months following the onset of the WCB period. This shall not determine the employee's eligibility to participate in the Plans.
- i) Employees shall be covered by Workers' Compensation in case of accident while working. No sick leave may be claimed for time lost due to accidents that do not incapacitate an employee for more than two (2) days, but in this case regular pay shall continue.

This article will continue in force until such time as the WCB act is modified and then will be applied in conformity with the act as modified.

11.02 An employee with more than five (5) years of service who has exhausted his sick leave credits may be allowed in the event of illness, in excess of fifteen (15) days, an extension of his sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon his return to duty from his normal monthly accumulations.

11.03 Preventative Medical, Dental and Family Leave

(a) Subject to 11.03 (b) and (c), an employee who is required to:

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

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

- (b) In order to qualify for family leave, the employee shall:
  - (i) provide as much notice to the Employer as is reasonably possible;
  - (ii) provide to the Employer valid reasons why such leave is required; and
  - (iii) where appropriate, and in particular with respect to (i), (iv) (v) and (vi) of 11.03 (a), have endeavoured to a reasonable extent to schedule such events during off duty hours.
- (c) Employees shall not be permitted to change any other leave to family leave but shall be entitled to change family leave to bereavement leave.

#### 11.04 Leave for States of Emergency, Storm Or Hazardous Conditions

- (a) It is the responsibility of the Employee to make every reasonable effort to arrive at his/her work location as scheduled, however, during storm conditions, when such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the Employee has the option to:
  - (i) take the absent time as unpaid; or
  - (ii) deduct the absent time from accumulated overtime, holiday time or vacation; or
  - (iii) when the Employee has no entitlement to accumulated paid leave, the Employee may, with prior approval of the Employer, make up the absent time as the scheduling allows.
- (b) Employees assigned to provide services which require travel shall not be required to perform such assignments during hazardous travelling conditions and shall report to his/her facility for reassignment.

## ARTICLE 12 - ALCOHOLISM, GAMBLING AND DRUG DEPENDENCY

12.01 The Union and Employer shall co-operate in encouraging employees to undergo a recognized program of rehabilitation for their alcoholism, gambling or drug dependency where a diagnosis of alcoholism or drug addiction is established.

The decision for such participation shall be directed to the objective of their employment and rehabilitation.

## ARTICLE 13 - LEAVE OF ABSENCE

- 13.01 One member of the Union may be absent at any one time to service a grievance up to and including Grievance Mediation; two (2) members may be absent at any one time for purposes of negotiations up to and including Conciliation. These employees may leave their employment temporarily without loss of pay.
- 13.02 Upon the request of the Executive Committee and subject to proper notice being given, members of the Union shall be granted leave of absence without pay, to attend to legitimate local Union business.
- 13.03 (a) Leave of absence without pay and without loss of seniority for up to ten (10) working days shall be granted upon request to the Company, to employees elected or appointed to represent the Union at Union Conventions, Conferences or Schools. Two (2) weeks notice must be given to the Company and, where possible, employees agree to provide one (1) month's notice to assist in shift scheduling. Days absent (8 hours/day) will be credited to the total seniority. No more than one (1) employee per classification may attend at any one time.
- (b) The Employer shall continue to pay the gross salary including benefits of any Employee who is granted leave under Article 13.03(a). The Union will reimburse the Employer at a rate of 120% of an Employee's regular hourly rate within thirty (30) days of receipt of the invoice.
- 13.04 An employee who is required to serve on a jury, or who is subpoenaed to appear as a witness in any proceedings for an employment related matter will be liberated from their normally scheduled hours without loss of regular pay to attend to this duty. The employee shall have deducted from his salary an amount equal to the amount that the employee receives for such duty. Such employee will be expected at all time to keep the Employer advised as to the dates and times that he is required to serve as either juror or witness and the amount of documented compensation received as a result of these duties.
- 13.05\* ~~Education Leave~~ LEAVE of EDUCATION
- (a) The Employer may grant leave of absence for employees to further their education related to their employment. Such leave may be granted where operational requirements permit.

- (b) When an Employee is on duty and authorized to attend an education program during the Employee's regularly scheduled working hours, the Employee shall suffer no loss of regular pay.

## ARTICLE 14 - COMPASSIONATE LEAVE

14.01\* If a death occurs in the immediate family of an employee, said employee shall be granted seven (7) **calendar** days leave of absence, effective midnight following the death and shall be paid for **all shifts** the employee is scheduled to work during the seven (7) **calendar day** period thereafter.

**Requests made by Employees to use a portion of their paid and/or unpaid bereavement leave days at a later date, due to extenuating individual circumstances related to funeral or service arrangements, shall not be unreasonably denied. All such requests shall include the commencement date and length.**

14.02 (a) For the purpose of ascertaining compassionate leave with pay, the members of the employee's immediate family shall not include any persons other than parents, step parent, legal guardian, sister, brother, step sister, step brother, spouse, common-law spouse, son, daughter, step child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, step-grandparents, grandchildren, step-grandchildren or a person for whom the employee is a legal guardian. For the purpose of this provision, common-law spouse shall be defined to mean a person with whom the employee has cohabited in the same residence for a period of at least twelve (12) months and whom the employee has declared as the spouse.

(b) In the event of the death of an aunt or uncle or anyone permanently residing in the employee's household or anyone with whom the employee permanently resides, the employee shall be granted one (1) day compassionate leave granted on the day of the funeral. The employee shall not have a loss of regular pay for a shift not worked on that day.

14.03 One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

14.04 Reasonable additional travel time may be granted, if requested, and if the funeral is held outside Pictou County.

14.05 If the death occurs for which compassionate leave is provided under this article, and the employee has scheduled vacation days, holidays, sick leave or time in lieu, during the bereavement period, compassionate leave shall be substituted for the scheduled vacation days, holidays, sick leave or time in lieu.

## ARTICLE 15 - MATERNITY LEAVE

- 15.01 The Pregnancy and Parental Leave provisions of the Nova Scotia Labour Standards Code, as amended from time to time, shall be incorporated in this Agreement.
- 15.02 Employees who avail themselves of Pregnancy and Parental Leave in accordance with Article 15.01 shall continue to accumulate service\* and seniority credits at the same rate as before the leave for the duration of the leave.

\*Service doesn't equate hours worked for the purposes of determining salary scale.

- 15.03 Special Leave – Birth  
Where an employee's spouse gives birth to a child, the employee shall be granted special leave without loss of regular pay up to a maximum of fifteen (15) scheduled hours during the confinement of the mother. This leave may be divided into periods and granted on separate days. This provision is not applicable to a Casual Employee.
- 15.04 Special Leave – Adopted Child  
Special leave with pay up to a maximum of fifteen (15) scheduled hours shall be granted to an employee when an adopted child arrives in the Employee's home. This leave may be divided into periods and granted on separate days. This provision is not applicable to a Casual Employee.

## ARTICLE 16 - HOURS OF WORK

- 16.01 The Union and the Company recognize the Hospital is a seven (7) day week, 365-366 day operation and hours of work, holidays and scheduled days off and all other leave must be subject to the provision of a high standard of patient care.
- 16.02 The normal hours of work for full-time employees are seven and one-half (7.5) hours per day or seventy-five (75) hours per two (2)-week pay period.
- 16.03 Noon period shall be of an unpaid thirty (30) minute duration and shall be in addition to the seven and one-half (7.5) hour shift.
- 16.04 (a) Time worked in excess of seven and one-half (7.5) hours per day or seventy-five (75) hours per two (2) week period shall be at the rate of time and one-half. An employee shall be paid at the rate of two (2) times the straight time rate for all hours worked in excess of eleven and one-quarter (11.25) continuous hours in any one (1) day. If mutually agreed, equivalent time off at the applicable overtime rate may be taken at a mutually agreed day within ninety (90) days following such overtime.
- (b) Overtime that can be anticipated four (4) hours prior to the beginning of a shift will be offered in accordance with seniority provided the employee is qualified to do the work. If no qualified employee is willing to perform the work, it will be assigned to the most junior qualified employee.
- For overtime that cannot be scheduled in advance, it will be offered first to the employees on shift in the classification by seniority, then employees in all other classifications by seniority qualified to do the work. If no other employee accepts the offer of overtime, it shall be assigned to the most junior employee in the bargaining unit.
- 16.05 There shall be no broken shifts.
- 16.06 (a) Days off for full-time employees shall be consecutive and shall be scheduled in such a way as to equally distribute weekends. Full-time employees shall receive two (2) days off each week. Part-time employees shall not be compelled to work more than seven (7) consecutive calendar days.
- (b) Should a shift having a greater number of hours become available, the senior Part-Time employee shall be offered the opportunity to fill the shift provided

the granting of such shift does not result in overtime. No employee shall be permitted to work on a job for which he/she has not been trained.

- (c) If a Senior Part-Time Employee is available and is overlooked for a shift and/or extra hours due to scheduling errors, that Employee will be paid by the Employer for the lost hours, providing that the Employer has not been able to offer the maximum hours available to a Part-Time Employee within the same pay period.

In interpreting this article, the parties agree to be guided by the MOA on Page 45.

- 16.07\* Any employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a seven and one-half (7.5) hour shift. **Should an employee be required to work more than ten point three (10.3) consecutive hours, a third (3<sup>rd</sup>) fifteen (15) minute break shall apply.**
- 16.08 Employees called back to work after completing their regularly scheduled hours shall be paid either a minimum of three and three-quarters (3.75) hours pay at their normal rate or, time and one half (1 1/2) for the hours worked, whichever is greater.
- 16.09 Employees shall not be laid off for the purpose of avoiding overtime payments.
- 16.10\* An employee who is recalled to work shall receive a transportation allowance of **twelve dollars (\$12.00)** per call.
- 16.11 An employee required by the Company to work ten point three (10.3) or more hours shall be provided with a free meal.
- 16.12 Work schedules shall be posted at least two (2) weeks in advance and will not be changed unless mutually agreed to by the Company and the employee; however, in the event the schedule needs to be changed as a result of sickness or emergency, employees will be expected to accept each change unless they can justify refusal. The Company would notify affected employees of such changes as soon as possible.
- 16.13 Employees shall be called in for emergencies and operational requirements in order of the seniority list for part time employees up to a maximum of seventy-five (75) hours per two-week pay period. The first person willing and available to do the work will be assigned provided he has the necessary training and ability to do the job.

16.14 Employees will declare their availability to the Employer so that the Employer can schedule shifts and offer additional hours accordingly. Employees who have provided their availability will be allowed to reasonably refuse offers of additional shifts. Employees can alter their availability at any time prior to the posting of the schedule.

The provisions of call back shall not apply to a part-time employee assigned to work shifts that have been assigned as a result of their indicated availability for extra shifts.

**16.15\* Shift Premium**

Effective November 1, 2011, Employees who work between 1800 and 0600 will receive a shift premium of one dollar and seventy-five cents (\$1.75) for all hours worked, pro-rated for partial hours worked within the premium period.

**16.16\* Weekend Premium**

Effective November 1, 2011, Employees who work between Midnight Friday evening and 0700 Monday morning will receive a weekend premium of one dollar and seventy-five cents (\$1.75) for all hours worked, pro-rated for partial hours worked within the premium period.

## ARTICLE 17 - JOB VACANCIES

- 17.01 When a new position is created, or a vacancy occurs inside the bargaining unit, the Company shall notify the Union in writing and post notice of the position on all bulletin boards for a period of not less than seven (7) calendar days. Interested employees shall make written application, and provide proof of their qualifications for such positions within the posting period.
- 17.02 No position will be filled from outside the bargaining unit until the applications of the present employees have been fully processed.
- 17.03 Such notice shall contain the following information: nature of position, qualifications, skills, projected shift, projected hours of work and wage rate. Such qualifications may not be established in an arbitrary or discriminatory manner.
- 17.04 Both parties recognize the principle of promotion within the service of the Company and that job opportunity should increase in proportion to length of service. Therefore, in making staff changes, transfer or promotions the said appointments shall be made of the applicant with the greatest seniority and who possesses the required qualifications.
- 17.05 The successful applicant shall be placed on a trial period for a period of two (2) months. Conditional on satisfactory service, the Company shall confirm the employee's appointment after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if he/she is unable to perform the duties of the position, he/she shall be returned to his/her former position without loss of seniority and to his/her former rate of pay. Any other employee moved as a result of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and to his/her former rate of pay.
- 17.06 Temporary Vacancies  
Temporary vacancies that are of four (4) to twenty-four (24) weeks of duration will be offered to the most senior employee qualified to do the available work and will be effective on the commencement of the next posted schedule. No employee shall be permitted to work on a job for which he/she has not been trained.
- 17.07 In order to assist employees in upgrading their employment skills and thus become eligible for advancement opportunities as they arise, the Company will post notices of all approved training programs and accept applications for such training on the basis of seniority provided the applicants possess the required qualifications to

undertake such training. Where possible, training to be conducted on employee paid time.

17.08 Relief Shifts

For relief shifts requiring special training and/or certificates priority will be given to the most senior employee possessing the appropriate certificate or the required training or who is enrolled in a recognized Certification Program.

17.09 Notice of promotions or transfer shall be posted three (3) days before such promotions become final. The name of the successful applicant shall be forwarded to the Union Secretary within one (1) week of appointment.

17.10 The Union shall be notified of all employees leaving the bargaining unit.

## ARTICLE 18 - CLASSIFICATION OF WAGES

18.01 The Company agrees to pay and the Union agrees to accept the scale of wage rates for employees in the classifications set forth in Schedule "A" attached hereto and forming part of this Agreement.

18.02 Movement along the Increment Scales

- (a) Newly-hired Permanent Employees are assigned to a classification and move along that wage grid based on 1950 hours paid.
- (b) When these Employees are cross-trained to work in another classification, they will be placed on that corresponding wage grid at a step that is higher than their current rate of pay. These Employees, or current Employees who work in more than one classification, will progress along each independent classification scale based on 1950 paid hours in each classification.
- (c) Notwithstanding the above, in the event that the Employee progresses to a new step on their original wage scale, they will be reviewed to ensure that the rate they are receiving in their cross-trained classifications is still higher. Should this result in an adjustment, the Employee's wage rate will be adjusted to the higher rate and will progress to the next step on that cross-trained grid once the remainder of the 1950 paid hours has been earned.

18.03 Movement to a Lower Increment Level

Where an employee is temporarily assigned by the Employer to perform work in a classification paying a lower rate than that Employee's regular rate while there is work available in that Employee's own classification, the Employee shall be paid his/her regular rate.

18.04 Movement to a Higher Increment Level

When an Employee is temporarily assigned by the Employer to perform work in a classification paying a higher rate, the Employee shall receive the rate for that classification. Where the classification rate is on an increment scale, the Employee shall receive the rate of pay immediately superior to their current rate.

18.05 Any full-time or part-time employee asked to fill in a higher or lower classification temporarily shall have the privilege of refusing the request without fear of reprisal or penalty. However, should all qualified employees exercise their refusal on any one occasion, the Employer reserves the right to be able to direct a qualified

employee to fill the position in question. The Employer agrees to use its discretion fairly and equitably in such circumstances.

18.06 Wage Parity Maintenance

Wage parity with CUPE Acute Care will be maintained. Exclusive of market adjustments and general economic increases, the parties agree that wage parity will be maintained with respect to the CUPE Collective Agreements in District Health Authorities 1-8.

## ARTICLE 19 - GENERAL

- 19.01 The Company shall provide bulletin boards for the posting of notices of Union matters in an appropriate place accessible to all employees. It is understood that the information posted will not be detrimental to the interests of the Employer.
- 19.02 Hair nets or caps required to be worn shall be supplied by the Company.
- 19.03 (a) Paydays shall be every second Wednesday as early or as possible.
- (b) In the event of a payroll error in the amount of fifty dollars (50\$) or more, the employer at the request of the employee will correct the error within seventy-two (72) hours. In the event of an overpayment, the parties agree that the employer is entitled to recover the amount from monies owed the employee.
- (c) Payment is by Direct Deposit.
- 19.04 The Employer agrees to provide, upon request, job descriptions for employees in the Dietary Department.
- 19.05 Labour-Management Committee  
A Labour-Management Committee will be made up of two representatives of the Employer and Union. It is agreed that where such a committee is established it shall prescribe its terms of reference. The Committee shall meet at the request of either party for the purpose of discussing matters of mutual concern. The Committee may make recommendations to the Union and to the Employer. Employees attending committee meetings shall suffer no loss of pay for the purpose of attending such meetings. This Committee does not have the power to alter, amend, add to or modify this Agreement.

### Meetings of Committee

Meetings shall be called as necessary at the request of either party but not less than three (3) times per year. Committee members shall receive a notice and agenda of the meeting from the requesting party at least forty-eight (48) hours in advance of the meeting.

### Minutes of Meeting

Minutes of each meeting of the Committee shall be signed by the parties and sent to the Committee members within fourteen (14) calendar days after the close of the meeting.

## ARTICLE 20 - UNIFORMS

20.01 Uniforms shall be provided by the Company at no cost to the employee, when required to be worn on duty.

The employer will cost-share 50-50 the purchase of one ARAMARK Canada sweater for regular full-time and part-time employees.

## ARTICLE 21 - EMPLOYEE RECORDS

21.01 The record of an employee shall not be used against him at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

21.02 Access to Record

An employee may, by appointment, review the contents of his/her personnel file. The employee may, in presence of the manager or his designate, make a copy of documents contained therein.

## ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 The Union will appoint and the Company will recognize a Grievance Committee of two (2) members. This committee shall represent all employees within the scope of the Agreement and shall deal with complaints and grievances. The names of the committee members shall be forwarded to the Company. The Company shall be informed of any change in the Committee.

22.02 Alleged complaints or grievances shall be dealt with in the following manner:

Step 1: The employee shall discuss the matter with his Operations Manager or Representative within seven (7) calendar days.

Step 2: If the matter is not settled satisfactorily seven (7) calendar days after introduction in Step 1, the employee may refer the matter to the Grievance Committee. If the Grievance Committee considers it to be a legitimate grievance they will submit the grievance in writing to the Operations Manager or his Representative within seven (7) calendar days and the parties will set a date to review the grievance.

Step 3: If the matter is not settled within seven (7) calendar days of receipt of the grievance, the Grievance Committee may submit the grievance in writing by registered mail or personal delivery to the District Manager with copies to the Area Vice-President and the Operations Manager within fourteen (14) calendar days. The parties will schedule a meeting between the District Manager and the Grievance Committee within the following fourteen (14) calendar days.

Step 4: If the matter is not settled satisfactorily within the fourteen (14) calendar days referred to at step 3, or as extended by mutual agreement of the parties, the Grievance Committee may refer the grievance to Arbitration within fourteen (14) calendar days. In the event the parties fail to mutually agree on the choice of a single Arbitrator, he/she shall be appointed by the Minister of Labour. Nothing in this Article shall prevent either party from electing to refer the grievance to a Board of Arbitration in which case the following shall apply:

The Arbitration Board shall consist of three (3) members, one appointed by the union and one by the Company, and the third member who shall be the Chairman shall be mutually agreed upon by the first two. Should either party fail to appoint a member or the appointed members fail to agree upon a Chairman, the Minister of Labour for Nova Scotia shall be requested to appoint a member or the Chairman. A decision of the majority of the Board shall be the decision of the

Board. In the event of no majority decision being reached the decision of the Chairman shall be the decision of the Board. Each party shall assume the cost of its representative of the Board of Arbitration and the cost of the Chairman shall be shared jointly.

- 22.03 Any employee who feels that he has been unjustly suspended or dismissed may notify the Chairman of the Grievance Committee. The matter then becomes a grievance and may be dealt with in accordance with the grievance procedure starting with Step 3.
- 22.04 Pending settlement of any grievance all employees will continue to perform their duties in a proper and faithful manner.
- 22.05 The Arbitration Board shall have the power to add, modify or set aside any penalty imposed by the Company relating to disciplinary measures before them but shall not have the power to add, subtract, or modify any terms of this Agreement.
- 22.06 Any employee shall have the right to have his steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his steward to be present at the interview. A steward or local union officer shall have the right to consult with a CUPE staff representative and to have him present at any discussion with supervisory personnel, which might be the basis of disciplinary action.
- 22.07 No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical or similar technical error, or by the inadvertent omission of a step in the grievance procedure.
- 22.08 An employee required to attend meetings with the employer regarding a grievance, up to and including mediation, during their normally scheduled hours, will be allowed to attend the meeting without loss of pay.

The Grievor shall be able to attend all steps of the Grievance procedure (including Mediation) without loss of pay.

## ARTICLE 23 - RETIREMENT ALLOWANCE

- 23.01 (a) Effective the signing of this Collective Agreement, an Employee who retires because of age, or mental or physical incapacity, in accordance with the Aramark Pension Plan or as provided by the Canada Pension Plan or, who is terminated after forty-eight (48) months absence due to illness shall be granted a Retirement Allowance the equivalent of one (1) week of pay for each complete year of service to a maximum of twenty-six (26) weeks of pay.
- (b) The hourly rate which shall be used to calculate the amount of Retirement Allowance in accordance with this Article shall be the regular hourly rate of the regular classification held by the Employee prior to the termination of employment. In the event of the death of an employee, the allowance will be paid to the Employee's estate unless the Employee indicates to the Employer in writing that the Allowance is to be otherwise paid out.

A complete year shall mean 1950\* regular hours paid. A month shall mean 162.5\* regular hours paid. Employees working less than full-time during his/her employment shall have his/her retirement allowance pro-rated in direct proportion to the total of the regular hours paid during his/her length of service. Service shall not be pro-rated.

(\*as adjusted for the time employees were paid in accordance with 2080 hours)

- (c) Where an Employee dies and he/she would have been entitled to receive a Retirement Allowance as if he/she had retired from the Employer immediately before his/her death, the Retirement Allowance to which he/she is entitled shall be paid to the Employee's estate unless the Employee indicates to the Employer in writing that the Allowance is to be otherwise paid out.
- (d) Employees receiving the retirement allowance shall have the option to either:
- (i) receive the money in a single lump sum payment; or
  - (ii) roll the money into a Registered Retired Savings Plan (RRSP); or
  - (iii) exceptionally, and in the event there are mitigating circumstances, the employer may consider an individual request that the payment be made bi-weekly.
- (e) This provision is not applicable to a Casual Employee.

THE RETIREMENT ALLOWANCE LIST ON PAGE 47 IS RECOGNITION OF SERVICE AS OF JANUARY 1, 2003.

ARTICLE 24 - NO STRIKE, NO LOCKOUT

24.01 It is agreed there shall be no strike and no lockout during the term of this Agreement.

**ARTICLE 25 - GROUP INSURANCE PLAN**

**BENEFIT SUMMARY - ABERDEEN HOSPITAL**

<b>Basic Life</b>	2 times Annual Salary
<b>Accidental Death &amp; Dismemberment</b>	Up to 2 times Annual Salary
Cost of this benefit:	65% Company Paid; 35% Employee Paid
<b>Dependent Life</b>	\$5,000 for Spouse \$1,000 for Child aged 14 days or less \$2,000 for Child
Cost of this benefit:	65% Company Paid; 35% Employee Paid
<b>Optional Life</b>	Available in units of \$10,000 to maximum of \$250,000
Cost of this benefit:	100% Employee Paid
<b>Medical Plan</b>	
Annual Deductible:	None
Reimbursement Level:	100% of reasonable and customary expenses for eligible medically necessary services, supplies and prescription drugs
Annual Maximum:	Unlimited, except where applicable for specified services and supplies
Lifetime Maximum:	None
Prescription Card:	Yes
<b>Vision Care</b>	\$150 per person per 2 years
<b>Hearing Aids</b>	\$500 per person per 5 years
Cost of Medical Plan including Vision Care and Hearing Aids:	65% Company Paid; 35% Employee Paid

**Dental Plan**

Annual Deductible:	None
Reimbursement Level:	<b>Part I: 100%</b> Basic; preventative endodontic and minor restorative services <b>Part II: 80%</b> (up to \$1,500 per year) Periodontal and prosthodontic services <b>Part III: 50%</b> (up to \$1,500 lifetime) Orthodontics for children up to age 18
Fee Guide:	Current Provincial Dental Fee Guide
Annual Maximum:	Part I and II Combined Annual Maximum \$1,500 per person per calendar year
Part I & II Lifetime Maximum:	None
Part III Lifetime Maximum:	\$1,500 per child
Cost of Dental Benefit:	65% Company Paid; 35% Employee Paid

**EAP**

Employees with exceptional needs should bring their issue to the manager, either directly or through their Union Representative.

**EI PREMIUM REDUCTION**

Any EI premium reduction resulting from registering the weekly indemnity plan with the EI shall be applied to the cost of Employee benefits.

ARTICLE 26 - OCCUPATIONAL HEALTH AND SAFETY

26.01 The Provincial Health and Safety Act, as legislated, will govern the terms and conditions of Health and Safety in the work place.

ARTICLE 27 - DURATION

27.01 Technological Change

The Employer undertakes to notify the Union in advance of any technological changes, which the Employer has decided to introduce which will impact on the Bargaining Unit.

27.02\* Duration

This Agreement shall remain in full force and effect for the period from **November 1, 2011 to October 31, 2014** for wages and overtime only, all other changes to be effective at the date of signing and thereafter. This Agreement shall continue in effect automatically from year to year, unless one party gives notice in writing to the other party of their intention to negotiate a new Agreement or amend this Agreement.

DATED THIS 24<sup>th</sup> DAY OF January, 2013.

FOR THE UNION

FOR THE EMPLOYER

Alison Green

Alain Paul

Paul M. Redden

Jennifer Mace

\_\_\_\_\_

Paul Sten  
[Signature]

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## SCHEDULE 'A' - WAGES

### \*Economic Adjustment

2.0% increase effective and retroactive to November 1, 2011

2.5% increase effective and retroactive to November 1, 2012

3.0% increase effective and retroactive to November 1, 2013

<b>SCHEDULE 'A'</b>										
<b>Effective November 1, 2011</b>										
<b>2.0%</b>										
	START		After 1950 Hrs.		After 3900 Hrs.		After 5850 Hrs.		After 7800 Hrs.	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Hostess/Utility	15.50	29,444	15.41	30,058	15.73	30,671				
Cook's Helper/ Baker/Salad	17.89	34,891	18.29	35,666	18.69	36,442	19.29	37,605	19.88	38,768
Cook 1 / Cook 2	17.89	34,891	18.29	35,666	18.69	36,442	19.29	37,605	19.88	38,768
Cook 3	19.43	37,891	20.00	39,002	20.57	40,116	21.14	41,226	21.72	42,340
Cafeteria Worker (includes Dietary Aide)	16.80	32,711	17.15	33,422	17.49	34,133	17.85	34,832	18.23	35,529

<b>SCHEDULE 'A'</b>										
<b>Effective November 1, 2012</b>										
<b>2.5%</b>										
	START		After 1950 Hrs.		After 3900 Hrs.		After 5850 Hrs.		After 7800 Hrs.	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Hostess/Utility	15.47	30,180	15.80	30,810	16.12	31,438				
Cook's Helper/ Baker/Salad	18.34	35,763	18.75	36,558	19.15	37,353	19.77	38,545	20.38	39,737
Cook 1 / Cook 2	18.34	35,763	18.75	36,558	19.15	37,353	19.77	38,545	20.38	39,737
Cook 3	19.92	38,838	20.50	39,977	21.09	41,118	21.67	42,257	22.26	43,399
Cafeteria Worker (includes Dietary Aide)	17.22	33,529	17.57	34,258	17.93	34,987	18.30	35,703	18.68	36,417

SCHEDULE 'A'										
Effective November 1, 2013										
3.0%										
	START		After 1950 Hrs.		After 3900 Hrs.		After 5850 Hrs.		After 7800 Hrs.	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
Hostess/Utility	15.94	31,086	16.27	31,734	16.61	32,381				
Cook's Helper/ Baker/Salad	18.89	36,836	19.31	37,655	19.73	38,473	20.36	39,702	20.99	40,929
Cook 1 / Cook 2	18.89	36,836	19.31	37,655	19.73	38,473	20.36	39,702	20.99	40,929
Cook 3	20.51	40,003	21.12	41,176	21.72	42,352	22.32	43,525	22.93	44,701
Cafeteria Worker (includes Dietary Aide)	17.74	34,535	18.10	35,286	18.47	36,036	18.85	36,774	19.24	37,509

SCHEDULE "A"

NOTES

- 1. The hourly rates shall be computed by dividing the annual rate by 1950.
- 2. Delete
- 3. Delete
- 4. Delete
- 5. Delete
- 6. Delete

7. An example of how to calculate vacation pay for part-time employees:

General Worker Annual Salary .....	\$10,871
Vacation entitlement from Article 9.05(a) .....	6%
Hourly Wage Rate .....	\$10.46

Using the formula from Article 9.05(b) the vacation pay would be calculated as follows:

$$\begin{aligned} & \$10,871.00 \times 6\% = \$562.26 \\ & (\$562.26) \div \$10.46 = 62.4 \text{ hours} \\ & (62.4 \text{ hours}) \div 7.5 = 8.3 \text{ days} \end{aligned}$$

## SCHEDULE 'B' - PENSION PLAN

### ARAMARK CANADA - ABERDEEN HOSPITAL NOVA SCOTIA

#### PENSION PLAN - OUTLINE

1. Money Purchase Pension Plan
2. Eligibility - Full time employees. Part-time employees regularly working 20 hrs. or more per week. Must complete probationary period.
3. Participation - Optional for current eligible employees shall be mandatory for all eligible new employees upon their completion of two (2) years' service. Once a plan member, cannot cease or suspend contributions.
- 4.\* Effective **April 1, 2012** - Employee Contributions - **7.8%** of earnings up to the YMPE level and **10.18%** of earnings in excess of the YMPE.
- 5.\* Effective **April 1, 2012** - Company Contributions - **9.22%** of earnings up to the YMPE level.
6. Vesting - 2 years' participation in the Plan.
7. Locking In - 2 years' participation in the Plan.
8. Death Before Retirement - Value of Fund
9. Normal Retirement - Age 65
10. Termination of Contract - Participant to receive full value of fund, regardless of vesting.
11. Termination of Employment - Prior to vesting, employee's contribution plus interest  
- Post vesting, full value of fund.

Re: Aberdeen Hospital  
Aramark Canada

## MEMORANDUM OF AGREEMENT

**BETWEEN:** ARAMARK CANADA LIMITED (FOOD SERVICES MANAGEMENT) at the ABERDEEN HOSPITAL, NEW GLASGOW, NOVA SCOTIA

**AND:** CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3988

### RE: SICK LEAVE

The Company agrees to grant cumulative sick leave with pay to employees hired prior to April 1, 1995 on the following basis:

- a) After three (3) months continuous service, employees will be credited with two and one-half (2 1/2) days sick leave a month retroactive to the date of hiring, with a maximum accumulative entitlement of one hundred and fifty (150) days at any one time.
- b) For paid sick leave, the Company shall have the right to require proof of illness, and the right to require the employee to produce a medical certificate, such certificate to be signed by a licensed medical practitioner, which shall describe the nature of the illness.
- c) Part time employees shall accumulate sick leave on the basis of eighteen point seven five (18.75) hours for every 165.3 hours worked to a maximum of 1125 hours. Payment of sick leave shall be prorated.
- d) Employees shall not lose sick leave credits while off work due to injuries covered by Workers' Compensation.
- e) Absence for sickness or accident in respect of which an employee received compensation from the Workers' Compensation Board will not be charged against full sick leave credits, but during the period the employee is on compensation pay, the Company will deduct one-quarter day of the employee's sick leave credits and will pay the employee an amount equal to the difference between compensation pay and the employee's regular wages. This will only apply to an employee who has accumulated sick leave credits. Employees will

provide the Employer with a copy of their WCB cheque stub to determine the amounts to be paid by the Employer. When the sick leave credits expire then the employee will only be paid compensation pay, and in no event will the payment by the Company exceed the accumulated sick leave credits.

- f) In case of absence due to sickness, the employee shall report the matter not later than the beginning of his work shift, to his immediate Management Supervisor; an employee who does not report as aforesaid, may be excused if he justifies his failure to so report, and does report as soon as possible. An employee when on sick leave shall give reasonable notice of his intention to return to work to his immediate into his proper schedule.
- g) An employee, subject to his established sick leave credits shall receive his normal income for all days lost due to illness; provided, however, that the employee shall provide the Employer with a medical certificate from his/her doctor upon request.
- h) Employees shall be covered by Workers' Compensation in case of accident while working. No sick leave may be claimed for time lost due to accidents that do not incapacitate an employee for more than two (2) days, but in this case regular pay shall continue.

Paragraph e) and paragraph h) will continue in force until such time as the WCB act is modified and then will be applied in conformity with the act as modified.

DATED THIS 24<sup>th</sup> DAY OF January, 2013.

FOR THE UNION

Alicia Green

Jim M. Rodick

\_\_\_\_\_

FOR THE EMPLOYER

Alampare

Jennifer Mercer

Gary [Signature]

MEMORANDUM OF AGREEMENT

**BETWEEN:** ARAMARK CANADA LIMITED (FOOD SERVICES MANAGEMENT) at the ABERDEEN HOSPITAL, NEW GLASGOW, NOVA SCOTIA

**AND:** CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3988

RE: RETIREMENT ALLOWANCE

In accordance with Article 23, attached is the listing of employee retirement service.

Attached as per the Employer Document.

DATED THIS 24<sup>th</sup> DAY OF January, 2013.

FOR THE UNION

FOR THE EMPLOYER

Maureen Innes

Albany

Ann M. Boddie

Jennifer Mera

\_\_\_\_\_

Paul J. [Signature]  
[Signature]  
[Signature]

# Retirement Allowance Worksheet

ARAMARK Canada Ltd.

Aberdeen Hospital

Component #4171

Employee Name	Seniority Date	Hours to Dec. 31/02	Dec. 31, 2003	Dec. 31, 2004	Dec. 31, 2005	Dec. 31, 2006	Dec. 31, 2007	Dec. 31, 2008	Dec. 31, 2009	Dec. 31, 2010	Dec. 31, 2011	Total Hours	Years for RA
Sandra Roberts	5-Jun-73	55,483.83	1,949.00	1,948.50	1,920.00	1,889.00	1,957.50	1,965.00	1,957.50	1,950.00	1,897.50	72,917.83	37.4
Mary MacGregor	17-Mar-75	51,187.97	1,940.75	1,943.00	1,929.75	1,942.50	1,945.75	1,936.75	1,937.00	1,966.50	1,938.50	68,668.47	35.2
Sartae Sukhram	18-Aug-78	46,491.56	1,939.50	1,869.00	1,863.00	1,854.25	1,866.50	1,859.50	1,735.25	1,809.00	1,861.00	63,148.56	32.4
Priscella Stewart	12-Oct-78	46,866.80	1,877.78	1,920.75	1,904.75	1,897.75	1,903.25	1,892.00	1,906.75	1,978.00	1,951.00	64,098.83	32.9
Dolly MacIsaac	15-Nov-79	37,694.77	1,756.66	1,896.00	1,887.25	1,835.50	1,911.25	1,909.25	1,939.50	1,554.75	0.00	52,384.92	26.9
Ann Reddick	12-Mar-80	43,938.05	1,947.89	1,957.50	1,905.00	1,942.50	1,687.50	1,966.25	1,935.00	2,019.25	1,950.00	61,248.94	31.4
Sheryl Cyr	2-Apr-81	38,982.42	1,943.97	1,925.25	1,249.25	1,796.75	1,923.00	1,877.75	1,294.75	1,765.25	1,197.25	53,955.64	27.7
Doreen Jordan	24-May-84	32,953.36	1,908.00	1,932.00	1,932.00	1,897.25	1,900.50	1,905.00	1,852.00	1,914.00	0.00	48,194.11	24.7
Stan Murphy	25-Mar-85	34,057.03	1,895.53	1,827.00	1,825.50	1,796.00	1,748.50	1,750.75	1,726.00	1,796.25	1,063.75	49,486.31	25.4
Gail Smith	6-Jun-86	27,259.22	1,842.81	1,733.50	1,832.00	1,864.00	1,716.75	1,902.75	1,898.50	1,797.50	1,919.50	43,766.53	22.4
Isabel Kennedy	19-Jun-86	28,483.36	1,802.00	1,916.50	1,813.25	1,751.00	1,793.50	1,679.00	1,848.50	1,741.75	1,677.00	44,505.86	22.8
Diane Treen	3-May-88	18,222.89	1,623.53	1,778.75	1,865.25	1,762.25	1,775.25	1,857.25	1,810.50	1,906.50	1,916.25	34,518.42	17.7
Diane Lorge	28-Oct-88	14,765.63	1,668.27	1,608.75	1,705.25	1,500.00	1,731.25	1,780.50	1,844.50	1,824.50	1,133.25	29,561.89	15.2
Susan Martin	26-Feb-98	5,255.16	1,459.28	1,583.25	1,701.50	1,753.75	1,756.25	1,846.50	1,877.75	1,385.75	931.75	19,550.94	10.0
Marcie Harb	22-Jul-98	5,044.69	1,363.42	1,518.50	1,500.50	1,282.75	1,336.75	1,708.00	1,131.12	0.00	0.00	14,885.73	7.6
Bessie Wheeler	26-May-00	2,604.61	898.88	1,123.50	1,288.75	1,154.50	1,270.50	1,652.00	1,829.75	1,792.25	1,894.50	15,509.23	8.0
Theresa Eldridge	19-Jul-07	0.00	0.00	0.00	0.00	0.00	316.50	1,285.75	1,649.00	1,632.00	1,843.50	6,726.75	3.4
Lacey O'Neill	3-Nov-07	0.00	0.00	0.00	0.00	0.00	58.75	677.25	1,160.75	1,157.00	573.50	3,627.25	1.9
Stephanie Moser	12-Feb-08	0.00	0.00	0.00	0.00	0.00	0.00	461.25	811.25	704.00	1,411.50	3,388.00	1.7
Rose MacDonald	15-Feb-08	0.00	0.00	0.00	0.00	0.00	0.00	485.25	1,220.50	1,448.00	1,379.50	4,533.25	2.3
Brittany Vacheresse	14-Oct-08	0.00	0.00	0.00	0.00	0.00	0.00	175.25	902.00	0.00	1,360.50	2,437.75	1.3

# Retirement Allowance Worksheet

ARAMARK Canada Ltd.

Aberdeen Hospital

Component #4171

Employee Name	Seniority Date	Hours to Dec. 31/02	Dec. 31, 2003	Dec. 31, 2004	Dec. 31, 2005	Dec. 31, 2006	Dec. 31, 2007	Dec. 31, 2008	Dec. 31, 2009	Dec. 31, 2010	Dec. 31, 2011	Total Hours	Years for RA
Lisa Burge	21-Apr-09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	214.50	704.40	1,262.25	2,181.15	1.1
Leanne Bent	27-Oct-09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	191.50	1,135.50	1,302.25	2,629.25	1.3
Laurie Hewey	1-Mar-10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	566.50	825.25	1,391.75	0.7
Amy Conway	7-Dec-10	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	49.50	16.00	65.50	0.0
Amanda Worthen	20-Jan-11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,311.00	1,311.00	0.7
Sarah Veenhuis	6-Feb-11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,027.00	1,027.00	0.5
Pamela Irving	8-Apr-11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	499.00	499.00	0.3
Ashley Tree	11-Apr-11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	401.50	401.50	0.2
Doreen Jordan	16-Jul-11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	347.00	347.00	0.2
Ashley Gower	18-Jul-11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	155.50	155.50	0.1

Employee Name	Hours Worked to May 27/03	Conversion Factor	Hours with Conversion	Hours worked May 28 - Dec.31/03	Total For 2003
Sandra Roberts	832	0.9375	780.00	1,169.00	1,949.00
Mary MacGregor	836	0.9375	783.75	1157	1,940.75
Sattae Sukhram	864	0.9375	810.00	1129.5	1,939.50
Priscella Stewart	811.5	0.9375	760.78	1117	1,877.78
Dolly MacIsaac	797.5	0.9375	747.66	1009	1,756.66
Ann Reddick	837.75	0.9375	785.39	1162.5	1,947.89
Sheryl Cyr	836.5	0.9375	784.22	1159.75	1,943.97
Margaret Barreto	794	0.9375	744.38	1050.75	1,795.13
Doreen Jordan	848	0.9375	795.00	1113	1,908.00
Stan Murphy	815.5	0.9375	764.53	1131	1,895.53
Gail Smith	811	0.9375	760.31	1082.5	1,842.81
Isabel Kennedy	820	0.9375	768.75	1033.25	1,802.00
Diane Treen	659.5	0.9375	618.28	1005.25	1,623.53
Diane Lorge	739.75	0.9375	693.52	974.75	1,668.27
Susan Martin	707.5	0.9375	663.28	796	1,459.28
Marcie Harb	493.25	0.9375	462.42	901	1,363.42
Bessie Wheeler	362	0.9375	339.38	559.5	898.88
Ashley Sinnis		0.9375	0.00		0.00

## MEMORANDUM OF AGREEMENT

**BETWEEN:** ARAMARK CANADA LIMITED (FOOD SERVICES MANAGEMENT) at the ABERDEEN HOSPITAL, NEW GLASGOW, NOVA SCOTIA

**AND:** CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3988

### RE: PROCEDURE FOR THE RE-SCHEDULING OF PART-TIME EMPLOYEES

The parties agree to be guided by the following in interpreting Article 16.06.

In addition to their regular assignment, the Part-Time employee may also have the opportunity, as additional shifts become available, of obtaining shifts of a higher-rated classification or having a greater number of hours. These shifts will be assigned as outlined below.

In the event that, prior to or subsequent to the posting of the schedule, additional hours become available as a result of a newly vacated shift or an increase in the available hours, a Part-Time employee based on seniority, availability and eligibility may be reassigned to a shift having a greater number of hours than that of the original assignment.

#### Eligibility

Employees who have commenced their daily assignments will be considered unavailable if the rescheduling of hours results in more than 7.5 hours per day.

Employees will not be offered additional hours if the assignment causes them to surpass 75 hours in a pay period.

#### Replacement of Scheduled Shifts

The most senior, qualified, eligible Part-Time employee moves into the vacated shift regardless of whether they are scheduled to work that day or not.

If an employee refuses the shift, the shift is offered in descending order of seniority to the next eligible employee until it is accepted or the Employer assigns the shift to the most junior qualified eligible employee.

In cases where the senior qualified Part-Time employee is available for more than one

Full-Time shift, the employee will be offered the assignment of the highest rated classification.

Shifts that become vacant as a result of the application of this article are then subject to this provision.

**Additional Hours**

Blocks of work known to be available by the Employer prior to 16:00 of the day preceding the first assignment.

The Employer agrees to offer these additional hours to the most senior eligible Part-Time employees available and qualified to perform the work in accordance with the above.

**Additional Hours which occur during the course of the day**

Wherever possible, additional hours will be assigned to the most senior eligible Part-Time employee, available on site that day, who is qualified to perform the work.

To the extent that it serves the operational requirements, additional hours may be offered to the most senior part time employee working either mornings or evenings that day, such that the additional hours are contiguous to their scheduled hours.

DATED THIS 24<sup>th</sup> DAY OF January, 2013.

FOR THE UNION

FOR THE EMPLOYER

Alison Green

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[Signature]

[Signature]

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[Signature]  
[Signature]

MEMORANDUM OF AGREEMENT

BETWEEN: ARAMARK CANADA LIMITED (FOOD SERVICES MANAGEMENT) at the ABERDEEN HOSPITAL, NEW GLASGOW, NOVA SCOTIA

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3988

RE: BENEFITS UPON EARLY RETIREMENT

Effective April 10, 2008, an employee that takes Early Retirement will be entitled to a one time lump sum payment of fifteen hundred dollars (\$1,500.00) for family coverage and six hundred dollars (\$600.00) for single coverage provided that the retiring employee applies for and provides proof that they are covered by an individual medical insurance plan.

DATED THIS 24<sup>th</sup> DAY OF January, 2013.

FOR THE UNION

FOR THE EMPLOYER

Heleen Green

Altaf Ahmad

Sam M. Boudier

Jennifer Munn

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[Signature]

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MEMORANDUM OF AGREEMENT

**BETWEEN:** ARAMARK CANADA LIMITED (FOOD SERVICES MANAGEMENT) at the ABERDEEN HOSPITAL, NEW GLASGOW, NOVA SCOTIA

**AND:** CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3988

RE: SCHEDULING FOR FULL-TIME EMPLOYEES

It is agreed by both parties that the schedule for Full-Time Employees will rotate between early and evening shifts on a bi-weekly basis.

Provided that all the permanent Full-Time Employees working in either the Cook, Cafeteria, Hostess (Dishwasher) rotation mutually agree in writing, they may set aside the above provision.

Notwithstanding Article 16.13, vacated early shifts will be offered to the permanent Full-Time Employee scheduled on the later shift prior to such shifts being offered to Part-Time Employees.

Given this new process, any issues or concerns should be addressed through the Labour Management Committee.

DATED THIS 24<sup>th</sup> DAY OF January, 2013.

FOR THE UNION

FOR THE EMPLOYER

Elaine Green

[Signature]

[Signature]

Jennifer Mason

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[Signature]  
[Signature]