

COLLECTIVE AGREEMENT

BETWEEN



ARAMARK CANADA LIMITED at
Regional Hospital Center - COMPONENT NO. 4122
BATHURST, NB

hereinafter referred to as the "EMPLOYER"

AND



THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 871-02
hereinafter referred to as the "UNION"

Expires: June 30, 2015

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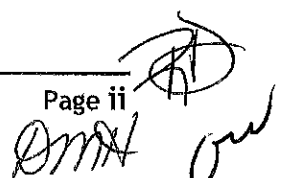
TABLE OF CONTENTS

	Page
ARTICLE 1 - PREAMBLE	2
ARTICLE 2 - DEFINITIONS.....	2
ARTICLE 3 - RECOGNITION	3
ARTICLE 4 - PRECEDENCE OF LEGISLATION.....	4
ARTICLE 5 - APPLICATION OF AGREEMENT	4
ARTICLE 6 - PART-TIME AND CASUAL EMPLOYEES	4
ARTICLE 7 - CONTINUANCE OF OPERATIONS	6
ARTICLE 8 - DISCRIMINATION, RESTRICTION OR COERCION	6
ARTICLE 9 - MANAGEMENT RIGHTS	6
ARTICLE 10 - BULLETIN BOARD	7
ARTICLE 11 - COPIES OF AGREEMENT	7
ARTICLE 12 - CONTRACTING OUT	7
ARTICLE 13 - MERGER AND AMALGAMATION	8
ARTICLE 14 - SAFETY AND HEALTH.....	8
ARTICLE 15 - CHECK-OFF	9
ARTICLE 16 - LABOUR-MANAGEMENT COMMITTEE	10
ARTICLE 17 - GRIEVANCE AND ADJUDICATION PROCEDURE.....	10
ARTICLE 18 - DISCIPLINARY ACTION.....	13
ARTICLE 19 - RESIGNATION.....	15
ARTICLE 20 - LAYOFF AND RECALL	16
ARTICLE 21 - HOURS OF WORK.....	17
ARTICLE 22 - OVERTIME.....	19
ARTICLE 23 - STANDBY AND CALL BACK	20
ARTICLE 24 - HOLIDAYS	21
ARTICLE 25 - VACATIONS	23
ARTICLE 26 - SICK LEAVE	25
ARTICLE 27 - MATERNITY LEAVE.....	27

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TABLE OF CONTENTS (cont'd)

	Page
ARTICLE 28 - LEAVE OF ABSENCE	31
ARTICLE 29 - TEMPORARY ASSIGNMENT	34
ARTICLE 30 - VACANT POSITIONS.....	35
ARTICLE 31 - SENIORITY	36
ARTICLE 32 - RETIREMENT.....	37
ARTICLE 33 - RETIREMENT ALLOWANCE	38
ARTICLE 34 - EMPLOYEE R.R.S.P.....	38
ARTICLE 35 - GROUP INSURANCE	39
ARTICLE 36 - UNIFORMS.....	39
ARTICLE 37 - PAY ADMINISTRATION	40
ARTICLE 38 - POSITION CLASSIFICATION GRIEVANCE PROCEDURE.....	41
ARTICLE 39 - TECHNOLOGICAL CHANGE.....	41
ARTICLE 40 - INJURED ON DUTY	42
ARTICLE 41 - DURATION AND TERMINATION	44
LETTER OF INTENT 1	45
LETTER OF INTENT 2	46
LETTER OF INTENT 3	47
LETTER OF INTENT 4	48
APPENDIX A - SALARY INCREASE	49
APPENDIX B - SALARY INCREASE (ALL INCLUSIVE).....	50
APPENDIX C - PART-TIME AND CASUAL EMPLOYEES.....	51
APPENDIX D - MODIFIED HOURS OF WORK.....	52
LETTER OF AGREEMENT.....	53

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THIS Agreement made and entered into this _____th day of _____ 2014.

BETWEEN: THE CANADIAN UNION OF PUBLIC EMPLOYEES and its Council of Hospital Unions, hereinafter called the "Union",

AND: ARAMARK CANADA LIMITED at Regional Hospital Center, Bathurst

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ARTICLE 1 - PREAMBLE

- 1.01 It is the intention and purpose of the parties to this Agreement to set forth terms and conditions of employment affecting employees covered by this Agreement.

ARTICLE 2 - DEFINITIONS

- 2.01 (a) Employer shall mean ARAMARK CANADA LTD at the Regional Hospital Center, Bathurst, N.B.
- (b) "Union" shall mean the Canadian Union of Public Employees local 871-02, New Brunswick Council of Hospital Unions.
- (c) "Employee" shall mean a person who is in the bargaining unit and who, in conformity with the Industrial Relations Act, corresponds to the definition of an employee.
- (d) "Day" - In all cases in this Agreement where the term "calendar day" is not used "workday" will apply.
- (e) "Singular and Plural" - A word in the singular includes the plural and a word in the plural includes the singular.
- (f) "Gender" - Throughout this Agreement words importing the masculine or feminine gender shall apply interchangeably.
- (g) "Leave of Absence" shall mean the period an employee is absent from work with the approval of the Employer.
- (h) "Regular Hours" shall mean any hours for which an employee
- (i) is paid the straight time rate in accordance with Appendix A;
 - (ii) is paid the all inclusive rate in accordance with Appendix B;
 - (iii) receives compensation benefits under the Workers' Compensation Act as provided in clause 28.04; or
 - (iv) is granted leave of absence pursuant to clause 28.06.

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2.02 Employees shall be subdivided into the following categories:

- (a) "Full-time employee" - A person who normally works the number of hours provided for in the present Agreement and who is hired for an indeterminate period.
- (b) "Part-time employee" - A person who normally works on a regular basis a lesser number of hours than provided for in the present Agreement, but more than fifty hours within two consecutive pay periods and is hired for an indeterminate period.
- (c) "Temporary employee" - A person hired for a fixed period and may be required to work on a full-time or part-time basis.
- (d) "Casual employee" - Shall mean any person employed within the bargaining unit but who is neither a Full-time nor Part-time employee as defined above.

2.03 The Employer agrees that no person shall be terminated or laid off for the sole purpose of preventing him from attaining the status of an employee pursuant to Article 2.02 (d).

2.04 Probationary Period:

- (a) All employees shall, from date of hire, undergo a probationary period of 650 working hours **unless an extension is mutually agreed to by the Employer and the Union**. During the probationary period employees are paid 80% of the rate for the classification as per Appendix "B" (All inclusive rate). Upon completion of their probation employees are credited with 650 hours of seniority.
- (b) During their probationary period, employees shall benefit from all of the provisions of this Collective Agreement with the exception of the grievance and adjudication procedures in the case of termination of employment.

ARTICLE 3 - RECOGNITION

3.01 The employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer save and except Director of Food Services, Assistant Director, Dietitian, Chef, and all persons above the rank of Chef.

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ARTICLE 4 - PRECEDENCE OF LEGISLATION

- 4.01 In the event that any law passed by the Legislature of the Province applying to employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement. Either party may request the negotiation of a new provision by giving written notice to the other party within sixty (60) days of the law being proclaimed. Such negotiations shall be conducted in accordance with the New Brunswick Industrial Relations Act.

ARTICLE 5 - APPLICATION OF AGREEMENT

- 5.01 This Agreement applies to and is binding on the Union, the Local, the employees, the Employer and its agents and supersedes any other verbal or written Agreement.
- 5.02 No employee shall be required or permitted to make any written or verbal Agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 6 - PART-TIME AND CASUAL EMPLOYEES

- 6.01 Part-time employees shall be paid in accordance with Appendix A or B subject to the following provisions.
- (a) Part-time employees who are presently paid in accordance with Appendix B (all inclusive rate) may elect at any time to be paid in accordance with Appendix A. Once such an employee elects to be paid on this basis he cannot later revert back to Appendix B.
 - (b) For part-time employees paid from the designated hourly schedule in Appendix B, vacation leave, sick leave and statutory holidays shall only apply without pay.
 - (c) Part-time employees paid the regular rate in Appendix "A" or "C" shall accumulate vacation, statutory holidays and sick time for all hours worked on a pro-rated basis. Statutory holidays shall accumulate at the rate of .042 x regular hours on a bi-weekly basis.

- (d) All employees hired into part-time positions through job postings subsequent to the signing of this Agreement shall be paid in accordance with the designated hourly schedule in Appendix A.
 - (e) A part-time employee who has completed his probationary period may apply for a position on the full-time staff as provided for in Article 30 (Vacant positions).
 - (f) If the full-time position is within the same classification, no further trial period shall be required.
 - (g) Overtime for part-time employees shall only apply for any hours worked in excess of the regular hours of work as defined in Article 21.01.
- 6.02 (a) All temporary and casual employees are subject to the terms of this Agreement except that Article 19 (Resignation), Article 20 (Layoff and recall), Article 21 (Hours of work), except as provided in Article 2.02 (d), Article 23 (Standby and call-back), Article 24 (Holidays), Article 34 (Employee R.R.S.P.), and Article 35 (Group insurance) do not apply.

Such employees shall be paid at time and one-half the regular rate for any hours worked in excess of their assigned daily shift. However, no overtime shall be paid unless the employee works in excess of 150 hours in a four week period. The remainder of Article 22 (Overtime) does not apply.

Article 25 (Vacations), Article 26 (Sick leave), Article 28 (Leave of absence) shall only apply without pay.

- (b) (i) Casual employment shall be offered as equitably as possible among part-time employees who are available and who are employed for that type of work. There is no obligation to offer casual employment to part-time employees if it might interfere with their regular employment as part-time employees. Any casual employment which may be worked by part-time employees will not affect their normal rate of pay or benefits for hours worked as part-time employees such as payment of overtime. There is an obligation on part-time employees who want to be considered for casual employment to submit their names to the Employer and to make themselves available for work whenever possible and reasonable.

Casual hours remaining shall be offered as equitably as possible among those casual employees that are qualified for the work available.

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- (ii) If the distribution of employment to part-time employees as outlined above creates a problem, the Employer experiencing the problem may refer it to the Local Labour-Management Committee for a suitable resolution.
- (c) The Employer upon request from the Local shall provide **documentation of the equitable offers** for the previous three (3) month period.
- (d) Disputes arising between the parties under this clause are to be settled pursuant to Article 17.10.
- (e) (i) Any person employed on a casual basis and who has successfully completed their probationary period (650 hours) shall be paid the all-inclusive rate as contained in Appendix B.
- (ii) Casual employees are entitled to benefits in accordance with Labour Standards Act for the Province of New Brunswick.

ARTICLE 7 - CONTINUANCE OF OPERATIONS

7.01 There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 8 - DISCRIMINATION, RESTRICTION OR COERCION

8.01 The Parties agree that there shall be no discrimination, restriction or coercion exercised or practised with respect to the Union, the Local, the employees, the Employer and its agents for any reason.

ARTICLE 9 - MANAGEMENT RIGHTS

9.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 10 - BULLETIN BOARD

10.01 Suitable space on the bulletin board(s) shall be made available for the posting of notices by the Union and the Local in the Food Service department.

ARTICLE 11 - COPIES OF AGREEMENT

- 11.01 The printing of the English Agreement shall be the responsibility of the Employer. The cost of printing will be shared equally between the Employer and Union.
- 11.02 Sufficient copies of the printed bilingual Agreement shall be supplied to the Union.
- 11.03 Six weeks after the signing of the Collective Agreement, sufficient copies of the Agreement shall be distributed as follows:
- (a) Each employee shall be provided with a copy of the Agreement on the first pay day following delivery, provided that the delivery is made at least 24 hours prior to the pay day.
 - (b) In the event delivery of the copies of the Agreement is made within the 24 hour period specified in subparagraph (a), the Employer may provide each employee with a copy in accordance with subparagraph (a); otherwise the Employer shall provide each employee with a copy of the Agreement on the first pay day immediately following thereafter.
- 11.04 Both the English and French texts of this Agreement shall be official.

ARTICLE 12 - CONTRACTING OUT

12.01 No employee as described in Article 2.02 shall be laid off or suffer a reduction in pay or have his hours of work reduced as a result of the Employer contracting out, subcontracting, transferring, leasing or assigning any work or services of the bargaining unit, except in emergency situations.

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ARTICLE 13 - MERGER AND AMALGAMATION

- 13.01 Except in cases of emergency should the Hospital merge, amalgamate or combine any of its operations or functions with another Hospital, or should any Hospital take over any of the operations or functions of another Hospital, the Hospital agrees to give the Local notice in writing ninety (90) calendar days prior to implementation of any such plan.
- 13.02 Discussion will commence between the parties within ten (10) calendar days of such notice and every reasonable effort will be made to provide continuous employment for employees affected in the bargaining unit. Any employee affected by such takeover shall be offered alternate employment, if available, with their present Employer or the other Employer and, in the latter case, seniority of employees in the amalgamated companies or service shall be considered as one list. If alternate employment is not available for some employees, the layoff shall be in accordance with Article 20. However, no employee with four years or over seniority shall be laid off.
- 13.03 The employer agrees not to hire new employees until existing, qualified employees have had the opportunity to apply for the vacancy.

ARTICLE 14 - SAFETY AND HEALTH

- 14.01 It is mutually agreed that the Employer and the Local shall cooperate to the fullest extent possible towards the prevention of accidents and the promotion of safety and health, Therefore, a safety committee shall be established in accordance with the provisions of the New Brunswick Occupational Safety Act. Committee members will not suffer any loss of pay while performing committee business. Furthermore, such committee shall:
- (a) have representation from the Local;
 - (b) be involved in the establishment and enforcement of policies involving safety practices;
 - (c) keep the employees informed of all policies involving safety practices;
 - (d) shall maintain an appropriate bulletin board for the exclusive use of the safety committee;
 - (e) carry out safety inspections and investigate reported unsafe conditions;
 - (f) post minutes of all safety committee meetings on bulletin board.

- 14.02 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer. It is further agreed that a Local safety representative may accompany the New Brunswick Occupational Safety Officer on his inspection tour. Such arrangement will be the responsibility of the Officer.
- 14.03 The Employer recognizes its responsibility to ensure that employees are properly trained and instructed to work on any job or operate any piece of equipment.
- 14.04 The Employer, the Local and the employees shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations.
- 14.05 The Employer shall not discharge or discipline or threaten to discharge or discipline any employee for the reason that the employee has sought the enforcement of the Occupational Safety Act, the regulations or an order or has acted in compliance with the Occupational Safety Act, the regulations or an order.
- 14.06 In the event an employee who through illness and who is not covered by WSNB is quarantined from work by a Medical Officer of Health and who has exhausted their sick bank, they will not suffer a reduction in salary for their regular assignment for the period of quarantine.

ARTICLE 15 - CHECK-OFF

- 15.01 The Employer shall deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit.
- 15.02 (a) The Local will notify the Employer in writing of the exact amount of dues to be deducted and will provide fifteen (15) days notice of any modifications required..
- (b) By mutual Agreement between the Local and the Employer, union dues may be deducted twice monthly.
- 15.03 The sums deducted pursuant to this Article shall be remitted to the Secretary-Treasurer of the Union not later than the 15th day of the month following the month in which the deductions were made.
- 15.04 The Employer shall keep the Union informed of the name of the employees from whom deductions are being made and the amount deducted from each employee.

- 15.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of the Article.
- 15.06 Employees who are members or who become members of a Local shall maintain this membership in accordance with the constitution and bylaws of the Union as a condition of continuing employment.
- 15.07 The Employer shall indicate on each employee's T-4 slip the amount of dues paid by the employee during the previous year.

ARTICLE 16 - LABOUR-MANAGEMENT COMMITTEE

- 16.01 A Labour-Management committee will be made up of the Employer and Union representatives. 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 Collective Agreement.

ARTICLE 17 - GRIEVANCE AND ADJUDICATION PROCEDURE

- 17.01 Definition of a Grievance - A grievance means a dispute or difference of opinion concerning any of the following:
- (a) the interpretation or application in respect to him of a provision of this Collective Agreement or a related arbitral award;
 - (b) disciplinary action resulting in discharge, suspension or a financial penalty;
 - (c) the interpretation or application of a provision of a regulation, direction or other instrument made or issued by the Employer dealing with terms and conditions of employment;
 - (d) any occurrence or matter affecting terms and conditions of employment other than those terms and conditions of employment covered in the three preceding paragraphs and for which there is no administrative procedure for redress provided for in or under an Act of the Legislative Assembly.

17.02 If an employee or a group of employees feel that they have been treated unjustly or consider themselves aggrieved, they shall be encouraged to discuss the matter with their Food Service Director before the first step in the grievance procedure is implemented. Where it appears that a decision cannot be given below a particular level of authority, the Employer is encouraged to involve other personnel in the discussions in an attempt to solve the dispute.

17.03 Where an employee alleges that he has a grievance as outlined under 17.01 above, the following procedure shall apply. However, in cases as outlined in 17.01(a) the employee must have the written consent of a steward or a member of the Local Executive.

17.04 Grievance procedure

Within the time limits as prescribed below, the employee may present his grievance in writing by personal service or by registered mail to the Food Service Director or to a person designated by the Employer.

LEVEL	EMPLOYEES TIME TO PRESENT GRIEVANCE	PRESENT GRIEVANCE TO	EMPLOYERS TIME TO ANSWER GRIEVANCE
FIRST	15 days after the alleged grievance has arisen or has come to his attention OR discussion in accordance with 17.02 has failed	Food Service Director or person designated by the Employer	10 days from receipt of written grievance
SECOND (where such a level is established)	5 days from receipt of reply from first level or date reply should have been received	District Manager or Regional Manager	10 days from receipt of written grievance
FINAL	5 days from receipt of reply from second level or date reply should have been received OR In case of suspension or discharge as prescribed in Article 18	Vice-President	10 days from receipt of written grievance
ADJUDICATION	20 days from receipt of reply from final level or date reply should have been received	G-1 Form to Industrial Labour Relations board with copy to Board of Management	

In the calculation of time limits, Saturdays, Sundays and designated holidays are excluded.

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- 17.05 The employee and the Employer may agree to the extension of any of the time limits providing that such Agreement is in writing. Failure to comply with the prescribed time limits shall mean that the grievance has been abandoned.
- 17.06 If a grievance is one which aggrieves more than one employee, a single grievance may be presented, providing the grievance is signed by the employees who feel aggrieved.
- 17.07 The employee has the right to be assisted by a Shop Steward when presenting a grievance at any level including the discussion step as outlined in clause 17.02.

Should the Employer wish to discuss the grievance after it is presented, the Employer shall notify the employee to arrange for a meeting and the employee may exercise his right to be accompanied at such a meeting by either a Shop Steward or a member of the local Union Executive, if either is available.

- 17.08 The Local will inform the Employer in writing of the names of its executive members and Stewards with the work areas which each steward will normally represent within thirty (30) days of the signing of this Agreement. Subsequent changes will also be given to the Employer.
- 17.09 When either party requests that a grievance be submitted to Arbitration, it shall make such request by registered mail addressed to the other party to this Agreement and, at the same time, nominate an Arbitrator.

Within five (5) working days thereafter, excluding Saturdays, Sundays and holidays, the other party shall nominate an Arbitrator. The two Arbitrators so nominated shall meet immediately, and shall attempt to select, by Agreement, a Chairman of an Arbitration Board. If they are unable to agree upon such Chairman of an Arbitration Board within a further period of five (5) working days, they may then request the Minister of Labour for the Province of New Brunswick to assist them in selecting an impartial Chairman.

- 17.10 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 17.11 Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will jointly bear the expense of the Chairman of the Arbitration Board, if any.
- 17.12 No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the grievance procedure, except as amended under 17.03.

- 17.13 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement.
- 17.14 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority of such Board will be final and binding upon the parties hereto. Should a majority decision not be possible, then the decision of the Chairman shall be final and binding on the parties hereto.
- 17.15 The parties may mutually agree that a single Arbitrator shall be appointed in the place of a Board of Arbitration. In the event that the parties agree on a single Arbitrator, the Arbitrator shall have the same powers as a Board of Arbitration under this Agreement.
- 17.16 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision which it shall do within three (3) days.
- 17.17 The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed.
- 17.18 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have the Clients premises to view any working conditions which may be relevant to the settlement of the grievance. Such access will be subject to the approval of the Regional Hospital Center, Bathurst.

ARTICLE 18 - DISCIPLINARY ACTION

- 18.01 Disciplinary action shall mean any action taken by the Employer against an employee which results in:
- (i) written reprimand;
 - (ii) suspension;
 - (iii) discharge;
 - (iv) financial penalty.

18.02 No employee who has completed his probationary period shall be disciplined except for just cause.

18.03 When an employee is disciplined in accordance with Article 18.01 the employee has the right to receive such discipline in the presence of either a Shop Steward or a member of the Local Union Executive, if either is available. At that time, the employee will be advised of the reasons for such disciplinary action. The Employer shall, within seven (7) calendar days thereafter, weekends and holidays not included, give written particulars of such disciplinary action to the employee involved. A copy shall be given to the local.

In the event the employee does not attend the meeting, the Employer shall impose the discipline through a means that provides documentation of the delivery and/or receipt of the document.

18.04 (a) Where an employee alleges that he has been disciplined by suspension, discharge or financial penalty in violation of clause 18.02, he may within ten (10) days of the date he was notified in writing or within twenty (20) days of the date of the disciplinary action, whichever is later, invoke the grievance procedure including adjudication as set out in this Agreement.

For the purposes of a grievance alleging violation of clause 18.02, and resulting in suspension, discharge or financial penalty, he shall lodge his grievance at the final level of the grievance procedure.

(b) Written reprimand is not adjudicable, however, the employee may submit a grievance questioning any written reprimand in violation of clause 18.02. Such grievance if submitted will be lodged at the First Level of the Grievance Procedure and may be processed to the final level of the grievance procedure.

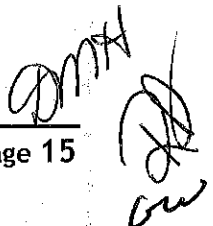
18.05 Where it is determined that an employee has been disciplined in violation of clause 18.02, that employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been disciplined. One of the benefits which he shall not lose is his regular pay during the disciplinary period and it shall be paid to him at the end of the next complete pay period following his reinstatement.

18.06 Nothing in this Article prevents the Employer from disciplining an employee for just cause without prior notice and with payment only up to and including the last day worked.

- 18.07 When a formal assessment of an employee is done, the employee concerned must be given an opportunity to sign the forms to indicate that its contents have been read and understood. The employee's signature will signify that he has read and understood the assessment and will not be evidence that he agrees or disagrees with the appraisal. Formal appraisals are not disciplinary in nature. Copy of the assessment is given to the employee.
- 18.08 The Employer agrees not to introduce as evidence, in a hearing relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware six (6) working days prior to the time of said hearing and in the case of an adjudication hearing prior to the date on which the G-1 form was filed.
- 18.09 A record of disciplinary action shall be removed from the file of an employee after the expiration of a period of eighteen (18) months after the disciplinary action has been taken, providing no other instance of disciplinary action in respect of the employee has been recorded during that period.
- 18.10 Upon request, an employee shall be given an opportunity to read and make a copy of any document in his personal file relating to a work assessment of his conduct, work performance and warnings. The employee shall, if he so requests, be accompanied by a Local Representative.
- 18.11 Where a written reprimand is placed against the record of an employee, one (1) copy shall be initialled by the employee as the Employers receipt and shall be placed in the employees personal file and the original shall be given to the employee.

ARTICLE 19 - RESIGNATION

- 19.01 If an employee wishes to resign he shall notify the Employer in writing at least fourteen (14) calendar days before his termination date. Failure to give notice or failure to work any scheduled work day during the term of notice will result in forfeiture of one day's pay for each day not worked from moneys owing to the employee. The application of this clause will be waived for any reason deemed justifiable by the Employer.
- 19.02 The Employer shall notify the Local of all resignations and retirements occurring during the previous month.



ARTICLE 20 - LAYOFF AND RECALL

- 20.01 A. Except in cases of emergency, layoffs due to lack of work for reasons other than contracting out or mergers of Hospitals or services of Hospitals, will only take place after the employees affected and the Local have been given a minimum of thirty (30) calendar days' notice of intent. In conjunction with the notice to the union, the employer and the Local will meet to discuss the layoffs.
- B. If an employee is to be laid off, the Employer shall notify the employee and the Local, in writing, at least fourteen (14) calendar days before the layoff is to be effective. If the employee is not given the opportunity to work the scheduled work days during the term of notice, he shall be paid in lieu thereof for such days.
- 20.02 The Employer will meet with the Local to discuss the disposition of staff so affected. Discussion will commence between the parties within ten (10) calendar days of such notice and every reasonable effort will be made to provide continuing employment for employees in the Food Service Department.
- 20.03 Subject to 20.04, in the event of a layoff, employees shall be laid off in the reverse order of their Employer seniority.
- 20.04 An employee who is affected by the application of Article 20.03 will be entitled to claim the job of another employee in any classification subject to the following conditions:
- (a) that such other job is held by an employee with less seniority;
 - (b) that such employee claiming the job has sufficient qualifications to perform the job. The Employer shall not assess the qualifications of the employee in an arbitrary manner.
- Such employees meeting the requirements under (b) above shall be given a reasonable familiarization period.
- 20.05 When an Employer arbitrarily assigns an employee to another position which constitutes a major change in the employee's duties, the employee shall have the right to exercise his seniority in accordance with 20.04.
- 20.06 No new applicant shall be hired in a Food Service Department in which there has been a layoff until those laid off for less than eighteen (18) consecutive months have been given an opportunity for a job, for which they are qualified under Article 30. Those qualified laid off employees shall be deemed to have applied for such vacancies.

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20.07 Unless the employee was notified in writing at the time of hiring that the position was a temporary appointment:

- (a) the Employer shall not layoff any employee for any reason other than lack of work; and
- (b) the Employer shall not demote any employee for the sole purpose of replacing him with an employee of a higher paid classification.

20.08 Part-time and full-time employees who are laid-off shall be offered casual and/or temporary employment during their period of recall by order of seniority provided they are available and were employed for that type of work.

ARTICLE 21 - HOURS OF WORK

21.01 The regular daily hours of work for full-time employees in each shift shall be seven and one-half (7 1/2). The regular weekly hours of work shall be thirty-seven and one-half (37 1/2) averaged over a four-week period. Meal periods shall not be considered hours of work.

21.02 Meal periods shall be thirty (30) minutes unless mutually agreed. Any employee who is required to remain at his place of duty during his meal period shall be compensated at the regular rate of pay.

Unless otherwise mutually agreed, the meal period of all employees shall not commence until they have completed at least one-half hour's work of their daily shift.

21.03 No employee shall be required to work more than seven (7) consecutive calendar days except as provided under Article 22.01 (d). As far as possible, each employee shall receive two (2) consecutive days off each week. However, no employee shall have these days off split more than once in any four (4) week period unless otherwise mutually agreed.

21.04 In order to provide employees with as many weekends off as possible, schedules shall be arranged so as to equally distribute weekends off unless otherwise mutually agreed between the employee and the Employer. The Employer agrees to provide at least one weekend off in three.

21.05 Work schedules shall be posted in the appropriate department at least three (3) weeks in advance, except for casual hours of work.

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- 21.06 The Employer shall schedule two (2) rest periods of fifteen (15) minutes each during each full shift. An employee who is not scheduled to have a rest break during his regular shift shall, in addition to his regular pay, receive an extra payment of one-half time for the rest period not received.
- 21.07 Rotation from one shift to another shall be effected as equitably as possible among the employees. Such rotation will not apply to employees hired for permanent evening or night shifts or to those who, by mutual Agreement between the employee and the Employer, are assigned to work evening or night shifts. Prior to entering into an agreement regarding shift rotation the employer must advise the union local in writing. Only the employer, the incumbent, or an employee originally affected may terminate the agreement.
- 21.08 Except by mutual Agreement between the employee and the Employer, time off between rotating shift changes shall not be less than sixteen (16) hours.
- 21.09 The Employer agrees to make every effort to eliminate present split shifts where such exist. No new split shifts will be created where none now exist.

Employees required against their wishes to work on a shift which is split by an off-duty period in excess of two hours, shall receive a premium for any additional off-duty hours at the rate of one dollar twenty-five cents (\$1.25) per hour.

- 21.10 "Schedule of Working Hours" means a written statement setting forth the days and shifts upon which employees are normally required to work and the days upon which employees are normally scheduled to be off work.
- 21.11 Provided sufficient advance notice is given and with the approval of the immediate supervisor, employees may exchange shifts if there is no increase in cost to the Employer. Approval shall not be unreasonably withheld.
- 21.12 (a) On an experimental basis and without committing either party to a permanent change in the existing hours of work, the Local and the Employer, may jointly establish a schedule providing for a compressed work week. Such an Agreement must be ratified by the Employer and the Union before implementation.
- (b) On an experimental basis and without committing either party to a permanent change in the existing hours of work, the Local and the Employer may jointly establish a schedule providing for modified hours of work in accordance with Appendix "D".
- 21.13 Employees shall not be required to punch a clock at the beginning and end of each shift.

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- 21.14 No employee shall be rotated from one shift to another more than once in any one week unless mutually agreed.
- 21.15 The changing of Standard time to Daylight saving time or vice-versa shall not be considered to affect the normal scheduled daily hours of work per week and no overtime or loss of time shall be credited or deducted as a result of such change during the week such change takes place.

ARTICLE 22 - OVERTIME

22.01 Any work performed while

- (a) on vacation;
- (b) on holiday;
- (c) on a scheduled day off;
- (d) in excess of seven (7) consecutive workdays, unless otherwise mutually agreed;
- (e) in excess of the regular hours of work as defined in clause 21.01;
- (f) on the fourth and subsequent consecutive weekend (Saturday and Sunday) unless otherwise mutually agreed;
- (g) within sixteen (16) hours of a previously worked shift except as provided in clause 21.08;

shall constitute overtime and be compensated for in accordance with 22.05.

22.02 When a work schedule is altered within two (2) weeks of a scheduled day, any work performed on that day, at a time not originally scheduled, shall constitute overtime unless:

- (a) the change is made through mutual Agreement between the employee and the Employer; or
- (b) the change was required as a result of the illness, injury, death, compassionate leave, resignation without two weeks notice, or unapproved absence of another employee. In these cases, any work performed at a time not originally scheduled, and within forty-eight (48) hours of the employee being notified of the change, shall constitute overtime; or
- (c) the change was required to accommodate a request for a leave of absence in accordance with 28.06 when two (2) weeks notice was not given.

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- 22.03 Overtime shall be authorized by the Employer in advance and in writing if possible.
- 22.04 Overtime shall be offered as equitably as possible among the employees who are available and who are employed for that type of work.
- 22.05 Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay, or time and one-half (1 1/2) off for each of the overtime hours worked. The employee shall choose the method of compensation. Any time banked at the end of the fiscal year (September 30) not taken shall be paid out.
- 22.06 No employee shall be paid overtime more than once for the same hours so worked.

ARTICLE 23 - STANDBY AND CALL BACK

- 23.01 An employee who is scheduled for standby duty shall be available during his period of standby at a known telephone number. If called, such an employee must report for work as quickly as possible.
- 23.02 An employee on standby duty shall be compensated at the rate of **two dollars (\$2.00) per hour** for each hour of scheduled standby duty.
- 23.03 An employee who is called to work while on standby duty and who reports for work shall be paid in accordance with clause 23.04. In addition, he shall receive standby duty pay in accordance with clause 23.02.
- 23.04 When an employee who has left the Hospital is called back to work, or when an employee is on standby duty and is called back to work, he shall be paid a minimum of two (2) hours pay to a maximum of eight (8) hours pay at the overtime rate during any eight hour period.
- 23.05 An employee who is called back to work shall be paid an allowance to assist in defraying the cost of transportation as follows: an amount that is equal to the actual taxi fare from his place of residence to the Hospital and return, for the use of a privately-owned vehicle, but not to exceed \$11.00 for the round trip.
- 23.06 Clause 23.05 does not apply when transportation is provided or arranged by the Employer.

ARTICLE 24 - HOLIDAYS

- 24.01 All full-time employees shall receive one day paid leave for each of the following holidays each year. This benefit shall be pro-rated for part-time employees in accordance with Article 6.01.
- (a) New Year's Day;
 - (b) Good Friday;
 - (c) Easter Monday;
 - (d) the day fixed by proclamation of the Governor-General-in- Council for the celebration of the birthday of the Sovereign;
 - (e) Canada Day;
 - (f) New Brunswick Day;
 - (g) Labour Day;
 - (h) the day fixed by proclamation of the Governor-General-in- Council as a general day of Thanksgiving;
 - (i) Remembrance Day;
 - (j) Christmas Day;
 - (k) Boxing Day; and
 - (l) all other days proclaimed as holidays by the Governor-General of Canada or the Lieutenant-Governor of the Province of New Brunswick.
- 24.02 (a) Any work performed by full-time or part-time employees on a statutory holiday listed in Article 24.01, excluding December 25 and January 1, shall be compensated at one and one-half (1½) times the employee's hourly rate and the holiday shall be rescheduled.
- (b) Any work performed by full-time or part-time employees on December 25 and/or January 1 shall be compensated at two (2) times the employee's hourly rate and the holiday shall be rescheduled.
- (c) If a holiday falls on an employee's scheduled day off, he shall be given an alternate day off with pay.

- (d) The alternate day off shall be given within thirty days of the actual holiday listed under 25.01, and that day shall be the employee's holiday. Whenever possible, such day shall be given immediately preceding or following his regular day off. If the alternate day off is not given within thirty days, payment shall be made at the overtime rate.
- (e) By mutual Agreement between the Employer and the employee the alternate day off may be scheduled at a later date.
- (f) Each employee shall have either Christmas Day or New Year's Day off, unless otherwise mutually agreed.

24.03 To be eligible for holiday pay, an employee must have worked on the scheduled workday prior to his holiday and his scheduled workday immediately after his holiday unless such absence occurs during an approved paid leave or an approved unpaid leave of absence to a maximum of four (4) days.

24.04 Employees on approved leave of absence without pay, in accordance with 28.06 shall be eligible for holiday pay.

24.05 (a) If an employee is required to work on a holiday, as defined in 24.01, when he was not scheduled to work, he shall receive overtime pay at the rate of one and one-half ($1\frac{1}{2}$) times the regular rate of pay, and he shall have his holiday rescheduled. If notice for such work is not given at least forty-eight (48) hours preceding the shift, then the employee shall receive overtime pay at the rate of double the regular rate of pay, and he shall have his holiday rescheduled.

(b) An employee who works on his scheduled holiday other than one of the official days as listed in 24.01 shall receive his paid holiday and in addition shall be compensated at one and one-half ($1\frac{1}{2}$) times his regular rate of pay for all hours worked; and hours equivalent to the paid holiday (7.5 hours or as pro-rated for part-time employees) shall be taken as time off at a later date. If notice for such work is not given at least forty-eight (48) hours preceding the shift, then the employee shall receive overtime pay at the rate of double the regular rate of pay for all hours worked, and hours equivalent to the paid holiday (7.5 hours) shall be taken as time off at a later date.

(c) The rescheduled holiday off shall be governed as provided in Clause 24.02 (d), (e) and (f).

- 24.06 (a) Any work performed by part-time employees paid in accordance with Appendix B (all inclusive) and temporary employees who are paid in accordance with Appendix B (all inclusive) on a statutory holiday listed in Article 24.01, excluding December 25 and January 1, shall be compensated at one and one-half times (1½) the employee's hourly rate.
- (b) Any work performed by part-time employees paid in accordance with Appendix B (all inclusive) and temporary employees who are paid in accordance with Appendix B (all inclusive) on December 25 and/or January 1 shall be compensated at two (2) times the employee's hourly rate.

ARTICLE 25 - VACATIONS

- 25.01 Every employee who has completed his probationary period and who, on the 30th day of June, the last day of the vacation year, has seniority of:
- (a) less than one year, shall be entitled to vacation with pay at his regular rate calculated on the basis of one and one-quarter (1 1/4) days per month of continuous service completed to the final day of the vacation year;
 - (b) one year but less than five years, shall be entitled to a vacation of three (3) weeks with pay at his regular rate;
 - (c) five years but less than sixteen years, shall be entitled to vacations of four (4) weeks with pay at his regular rate;
 - (d) sixteen years but less than seventeen years shall be entitled to vacation of twenty-one (21) days with pay at his regular rate;
 - (e) seventeen years but less than eighteen years shall be entitled to vacation of twenty-two (22) days with pay at his regular rate;
 - (f) eighteen years but less than nineteen years shall be entitled to vacation of twenty-three (23) days with pay at his regular rate;
 - (g) nineteen years but less than twenty years shall be entitled to vacation of twenty-four (24) days with pay at his regular rate;
 - (h) twenty years or more, shall be entitled to vacation of twenty-five (25) days with pay at his regular rate.
- 25.02 Entitlement to vacation shall be assessed as of the 30th day of June, with the said vacation to be taken in accordance with Clause 25.05.

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- 25.03 If one of the holidays referred to in Clause 24.01 falls or is observed on a regular working day during an employee's vacation, he shall be granted an additional day's vacation on what would have been his first succeeding working day following his vacation in lieu of such holiday. An employee hospitalized or sick at home for five (5) consecutive days or more, during his vacation period, will qualify for use of sick leave credits upon production of a Doctor's certificate.
- 25.04 An employee whose employment is terminated for any reason shall be paid with his final pay an amount of money equivalent to any vacation which may have accrued to his benefit in accordance with clause 25.02.
- 25.05 Unless otherwise mutually agreed, vacation time earned in one vacation year shall be taken in the following vacation year. An employee who wishes to carry his vacation entitlement forward shall request the Employer's permission to do so, in writing, prior to the expiry of the year in which the employee ordinarily would take the vacation.
- 25.06 Where a continuous period of absence from work on leave of absence without pay or suspension from duty, exceeds eleven (11) working days in any one month, no vacation credit shall accumulate for that month, but the employee shall retain any vacation credits.
- 25.07 Employees shall receive any regular pay that would fall due during their vacation prior to their vacation period providing fifteen (15) days' written notice is given to the Employer.
- 25.08 The Employer shall post, no later than April 1st each year, a departmental list on which employees will indicate their choice of vacation periods at any time during the leave year. Employees who do not indicate their choice of vacation period by April 15th will be assigned a vacation period by the Employer. Employees shall be given a choice of vacation period according to seniority.
- 25.09 Vacation schedules shall be posted by May 15th each year and shall not be changed unless mutually agreed to by the employee and the Employer.
- 25.10 Two regularly scheduled days off shall be given either immediately preceding or immediately following vacations. Where possible, days off shall be given both immediately preceding and immediately following vacation.
- 25.11 All vacation leave periods must be approved by the Employer.

25.12 In accordance with Article 25.08, part-time employees paid the regular rate in Appendix "A" shall have their vacation entitlements scheduled and paid at the rate accumulated (i.e. regular and casual hours worked). By mutual agreement the employee shall have vacation entitlement scheduled and paid on a full time basis.

ARTICLE 26 - SICK LEAVE

26.01 Each full-time employee in the bargaining unit shall accumulate sick leave credits at the rate of one and one-half (1 1/2) workdays per month for each calendar month of continuous employment up to a maximum credit of two hundred and forty (240) working days. Part-time employees paid in accordance with Appendix "A" or "C" shall accumulate sick leave credits on a pro-rata basis on regular hours worked.

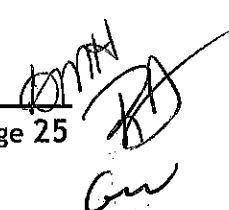
26.02 An employee appointed before the sixteenth (16th) of the month shall be eligible to accumulate sick leave credits for that month.

26.03 An employee appointed after the fifteenth (15th) of the month shall be eligible to accumulate sick leave credits from the first day of the following month.

26.04 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 18 exceeds eleven (11) working days in any one month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits prior to such leave or suspension from duty.

26.05 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) days on which the employee is on vacation;
- (b) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;
- (c) days on which the employee is on paid sick leave pursuant to the terms of this Agreement;
- (d) days on which the employee is absent from work while receiving Workers' Compensation Benefits; and
- (e) days on which the employee is absent from work while on leave in accordance with Article 28.06.



- 26.06 In any case of absence due to sickness or accident the matter must be reported as soon as possible to the Supervisor or Department Head.
- 26.07 An employee is eligible for sick leave with pay when he is unable to perform his duties because of illness or injury providing that he submits proof of illness in accordance with 26.08 and has the necessary sick leave credits.
- 26.08 The Employer may require an employee to submit a certificate signed by a medical doctor for a period when the employee is absent in excess of two (2) consecutive days, or for any period when the employee has used seven (7) days of sick leave (made up of two (2) consecutive days or less) in a calendar year. If such a certificate is required, it shall be asked for during the illness, but an employee may be notified, in advance, on an individual basis, that such a certificate will be required in the future.

An employee may be required to sign a sick leave form, confirming the absence and the date(s) for any period of illness.

Upon receipt of proof of payment, the Employer will reimburse the cost of the Employer's Medical certificate or attending Physician's report.

- 26.09 Any request for sick leave may be investigated by the Employer. The parties agree that abuse of sick leave may result in disciplinary action.
- 26.10 When a celebrated or alternate holiday under Article 24 occurs while an employee is on paid sick leave, no deduction from the accumulated total shall be made for that day. If an employee is scheduled to work and calls in sick on a celebrated holiday, the employee shall be eligible for sick leave as outlined in Article 27.07.
- 26.11 Where an employee is absent for all or part of his shift because of illness, deduction from sick leave credits shall be made in accordance with the number of hours, or part thereof, absent.
- 26.12 **Leave for medical and dental appointments**
- Sick leave shall be granted for medical or dental appointments which cannot be arranged outside of an employee's normal working hours in accordance with Article 26.11. The employee shall notify the Employer of the time of the appointment as soon as the appointment is confirmed. Appointments occurring during an employee's normal working hours shall not be calculated in sick leave incidents for the purposes of Article 26.08.
- 26.13 Should the Employer determine that modified work is available that respects the employees' medical limitations, the employee must co-operate with the employer at re-entering the workforce.

26.14 An employee who has used all of his accumulated sick leave through prolonged illness and is still unable to work shall, upon request, be granted a leave without pay, and without loss of seniority, for a period equal to his seniority, but not to exceed one (1) year. This article shall not apply to probationary employees. Such leave shall be extended by mutual agreement between the Employer and the Local if medical documentation indicates the employee will be able to return to productive work upon completion of treatment. This total leave period should not exceed the seniority of an employee or, twenty-four (24) months whichever is less.

ARTICLE 27 - MATERNITY LEAVE

- 27.01 (a) No later than twenty (20) weeks prior to the expected delivery date, an employee who becomes pregnant shall forward to the Employer a written request for maternity leave. This leave may commence prior to the anticipated date of delivery but shall commence no later than the date of delivery.
- (b) Maternity leave shall not exceed seventeen (17) weeks. An employee returning to work from maternity leave shall be reinstated to her previously held position or, in the event it no longer exists, Article 20 shall apply.
- 27.02 An employee who is granted maternity leave shall be permitted to use ten (10) days of her accumulated sick leave credits, at the commencement of her maternity leave.
- 27.03 Should the employee not return to work following her maternity leave, the employee shall compensate the Employer for such sick leave granted.
- 27.04 At the employee's request, maternity leave shall commence eight (8) weeks before the anticipated delivery week.
- 27.05 Where prior to the commencement of the employee's requested maternity leave under Article 27.01 an employee in accordance with Article 26 submits proof that, for medical reasons related to her pregnancy, she is unable to accomplish all or part of the normal duties and the Employer is unable to provide work that accommodates the limitations, she will be eligible for sick leave.
- 27.06 The Employer may direct an employee who is pregnant to proceed on maternity leave at any time where, in its opinion, the interest of the operation so requires.

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27.07 Maternity leave shall terminate not less than eight (8) weeks following the delivery week. Upon production of a medical certificate that she cannot commence her duties, leave shall be extended to a maximum of seventeen (17) consecutive weeks following delivery. An employee returning to work from maternity leave shall be reinstated to her previously held position.

27.08 The total number of weeks an employee is eligible for maternity leave may be advanced, delayed or shortened by mutual Agreement between the Employer and the employee.

27.09 While on maternity leave, the employee may, if permissible under the relevant plan, continue contributions, including that of the Employer, during the period of such leave.

During the period of up to seventeen (17) weeks only specified in 27.01 (b) and 27.05 hereof:

- (a) An employee continues to earn seniority and continuous service credits based on what her regular hours of work would have been.
- (b) An employee maintains previously accumulated sick leave and vacation leave credits but does not accrue sick leave or vacation leave credits for any calendar month in which she is absent on maternity leave exceeding eleven working days in that month.
- (c) Where the employee participates in group insurance plans of the Employer, the employee and Employer shall, upon request by the employee to continue participation in such group insurance plans, continue their contributions to premiums as required by and subject to the terms of such plans. The employee shall provide the Employer with post-dated cheques covering the employee's share of such contributions.

27.10 Supplementary Employment Benefit Plan

- (a) After completion of one (1) year continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for employment insurance benefit eligibility.

- (b) In respect of the period, maternity leave payments made according to the Supplementary Employment Benefit Plan will consist of payments equal to the difference between the Employment Insurance benefits the employee is eligible to receive and seventy-five percent (75%) of her regular rate of pay averaged on the regular earnings over the six-month period prior to the date maternity leave commences, less any other monies received during the period which may result in a decrease in Employment Insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.
- (c) "Regular rate of pay" shall mean the rate of pay the employee was receiving at the time maternity leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, shift premium, overtime or any other form of supplementary compensation.
- (d) An applicant under Article 27.10 (a) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months, the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro-rata basis.
- (e) An employee who is absent from work and is receiving Workers' Compensation Benefits is not entitled to any benefits under this Article.
- (f) This Article does not apply to temporary employees or persons working on a casual basis.

27.11 Child Care Leave

- (a) Upon notification, at the earliest opportunity, by the employee
 - (i) who is the natural parent of a newborn or unborn child or
 - (ii) who is adopting or has adopted a child,

the Employer shall grant the employee a leave of absence without pay for thirty seven (37) consecutive weeks or such shorter period as the employee indicates so as to enable the employee to care for the child.

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An employee who is the natural parent and who intends to take the leave must:

1. Provide the employer with a medical certificate indicating the anticipated date or actual date of birth, and
2. Except in the case of an emergency give the employer four (4) weeks notice in writing of the date the leave will begin and end.

An employee who is an adopting parent and who intends to take the leave must:

1. Provide the employer with proof that the child has been or will be placed in his care for eventual adoption,
 2. Advise the employer of the beginning and end of the leave as soon as he is informed of the date the child will be placed in the employee's care for eventual adoption, and
 3. Except in the case of an emergency give the employer four (4) weeks notice in writing prior to the anticipated date the child will be placed in the employee's care in the case of a private adoption, or as soon as he is accepted in conformity with the Family services Act as a potential adoptive parent.
- (b) The employee who is the natural mother of a child and who intends to take the Child Care Leave in addition to her maternity leave must commence the child care leave immediately on the expiry of the maternity leave, unless the Employer and employee agree otherwise. If the newborn child is hospitalized when the maternity leave expires, the taking of the leave may be delayed.
- (c) Adoptive or natural parents are entitled to Child Care leave. If both parents are employees they may share the leave up to thirty- seven (37) weeks, without restriction on the manner the leave is shared however it must be taken consecutively.
- (d) The combined Maternity leave of 17 weeks and the Child Care leave of 37 weeks taken by either or both parents may not exceed 52 weeks.
- (e) A Child Care leave of absence shall commence no earlier than the date on which the newborn or adopted child comes into the employee's care and custody and end no later than fifty-two (52) weeks after that date.

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- (f) The employer may not terminate, suspend or layoff an employee during the leave or for reasons deriving uniquely from the leave.
- (g) An employee returning to work from child care leave shall be permitted to return to his or her previously held position or an equivalent position and rate of pay.
- (h) An employee granted child care leave pursuant to Article 27.11 above may, where permissible under the relevant benefit plans, continue contributions, including those of the Employer, during such leave.

ARTICLE 28 - LEAVE OF ABSENCE

28.01 Bereavement Leave

- (a) Where a member of his immediate family dies, an employee shall be entitled to special leave with pay for the period from notification of death up to and including the day following the funeral.
- (b) For the purpose of Article 28.01 (a) the immediate family is defined as father, mother, brother, sister, spouse, common-law spouse, child of the employee or spouse, or common-law spouse, ward, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- (c) An employee is entitled to special leave with pay, up to one (1) day in the event of the death of the employee's uncle, aunt, niece, nephew or spouse's grandparent for the purpose of attending the funeral.
- (d) Where the burial occurs outside the province special leave may be granted for the purpose of travel to a maximum of two (2) days.
- (e) Additional special leave with pay may be granted upon request to the Employer.
- (f) An employee who on annual vacation suffers a loss covered by bereavement leave shall be entitled to use his bereavement leave on the same basis as if he had been scheduled to work during his vacation.

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28.02 Leave for other reasons

- (a) Leave of absence with or without pay, for reasons other than those specified above, may also be granted at the discretion of the Employer.
- (b) In order that the work of the Food Service Department shall not be unreasonably interrupted, it is agreed that grievances will be serviced outside of working hours whenever possible.
- (c) If it is necessary to service a grievance during working hours, employees will not leave their jobs without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld nor will the employee suffer a loss of pay. When resuming the regular work, each employee shall report to his immediate Supervisor and, if requested in the event of undue delay, will give him a reasonable explanation of his absence.
- (d) One (1) Union member selected to represent the Union at any adjudication shall be granted leave of absence with pay while performing these duties.
- (e) An employee scheduled to work who attends the birth of his child or who wants to be at home when the child is discharged shall be granted one (1) day leave without loss of pay for one of the above mentioned days.
- (f) Where operational requirements permit and upon request, an employee may be granted leave for family commitments. Such leave shall not be unreasonably withheld. An employee shall, at his discretion, use vacation, holidays or accumulated overtime for this leave.

28.03 Inclement weather

Any employee who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such day by accumulated statutory holiday, accumulated overtime, accumulated vacation, or by working on one of his regular days off or statutory holidays if staffing patterns permit.

28.04 Court leave

The Employer shall pay the employee who is required to serve as a Juror, or Court Witness, the difference between normal earnings and the payment received for jury service or as Court Witness. The employee shall produce proof of service and the amount of pay received.

28.05 Leave for union business

- (a) Leave of absence without pay shall be granted, upon request to the Employer to employees selected by the Union, or by the Local for the purpose of attending:
 - (i) official negotiating sessions with the Employer;
 - (ii) national executive and committee meetings of the Canadian Union of Public Employees and its affiliated or chartered bodies;
 - (iii) official union business other than that specified in (i) and (ii) above.
- (b) The number of employees from any one department entitled to take leave at the same time, in accordance with Clause 28.05 (a) (iii), shall be at the discretion of the Employer and determined by the number of employees available. The Employer shall maintain the full salary and benefits of the employee during leave of absence in accordance with Clause 28.05. The Union shall then reimburse the Employer. Application for such leave shall be made at least four (4) weeks in advance whenever possible.

28.06 Leave for Union Employment

One employee who is elected for a full-time position with the Union or the Local shall be granted leave of absence without pay and without loss of seniority for a maximum period of one (1) year.

Such leave of absence shall be renewable for a further term upon request. If it is permissible under the pension and group life insurance plan and any other welfare plan, the employee shall have the right to pay the full costs, including the Employers share, during the period of such leave of absence.

28.07 Termination of Leave

Failure to report to work upon termination of leave of absence will result in severance of employment unless the leave is extended by mutual agreement.

28.08 Educational leave

When an employee requests leave for educational purposes related to his employment he may be granted leave of absence without pay for up to one (1) year. Seniority will be maintained but will not accumulate during such unpaid leave.

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The employer shall grant paid leave, at straight time, to employees for the purpose of actually writing exams in courses sanctioned or required as upgrading by the employer. Article 22 Overtime is not applicable to such leaves.

When the employer requires incumbents to acquire new or additional skills or qualifications, beyond those necessary for certification/re-certification/licensure, to maintain their present employment incumbents shall be granted leave with pay at their regular rate and be reimbursed for reasonable travel expenses as per the travel policy or, be provided opportunities for training by the employer during regularly scheduled hours.

ARTICLE 29 - TEMPORARY ASSIGNMENT

- 29.01 Extra pay for temporary assignment to a position of a higher classification shall apply to eligible employees who are assigned to the higher rated position for a period of three (3) consecutive working days. Such pay to be retroactive to the first day of assignment.
- 29.02 Where a position is temporarily vacant for a period of three (3) consecutive working days, the Employer shall not assign more than one employee for the sole purpose of avoiding payment of temporary assignment pay.
- 29.03 Eligible employees shall be paid that step on the pay scale of the higher classification which will allow a minimum increase of five per cent (5%). Should that step in the higher scale exceed ten per cent (10%), then a maximum of ten per cent shall be paid. In no case shall the eligible employee be paid an amount greater than the maximum for that higher classification to which he is assigned.
- 29.04 An employee, required to fill temporarily a classification for which is paid a lower rate than that paid for such employee's regular work, shall not receive any reduction in pay by reason thereof, provided that work was available during the same period at the employee's regular occupation.
- 29.05 When a full-time or part-time employee is assigned to a temporary position and the temporary employment is terminated, the employee will be returned to his or her former position. Should the position no longer exist the employee may exercise his rights under clause 20.04.

ARTICLE 30 - VACANT POSITIONS

30.01 When any vacancy occurs or a new position is created within the bargaining unit, within a reasonable delay the Employer shall post notice of the vacancy for a minimum of seven (7) calendar days. Such notice may be forwarded by the Employer to the Local.

30.02 Such notices shall contain the following information:

- (a) duties of the position;
- (b) essential qualifications as per class specifications;
- (c) other job requirements;
- (d) hours of work;
- (e) salary; and
- (f) date of posting.

The job requirements must be relevant to the position.

30.03 Appointment to the position shall be made of the applicant with the greatest seniority from among those who meet the necessary job requirements as posted.

30.04 The successful candidate, if already an employee as defined in this Agreement, shall be placed on a trial basis in the new classification or position for a period of **three hundred (300) hours**. If the employee proves unsatisfactory during the aforementioned trial period or if the employee satisfies the Employer he is unable to perform the duties of the new position, he shall be returned to his former position without loss of seniority or former salary, and any other employee promoted or transferred because of the rearrangement of positions shall be returned to his former position without loss of seniority or former salary. Conditional on satisfactory service, such trial promotion shall become permanent after the period of **three hundred (300) hours**.

30.05 Within fourteen (14) calendar days of the close of competition, notice shall be posted for a minimum of seven (7) calendar days of either the name of the successful candidate, or the fact that the position has not been filled. Such notice shall also be sent to the Local.

30.06 An employee must have at least nine (9) months service in her present position in order to be able to apply for a lateral transfer. A lateral transfer is a transfer to the same classification, hours of work and employee status as previously held by an employee.

- 30.07 When an employee, who has become incapacitated by a handicap, an illness, advancing years or a temporary disability, is unable to perform his regular duties, the Employer will make every reasonable effort to relocate the employee in a position or job consistent with his disability, incapacity, or age. The Employer shall not displace any other employee, except a probationary employee, from his position in order to effect this relocation.
- 30.08 In the event there is no applicant from within the bargaining unit, further postings for the same classifications in the same department need not be made for a period of thirty (30) days, but the Employer may hire any qualified applicant.
- 30.09 (a) Where an employee is temporarily promoted or transferred to a position outside the bargaining unit and is later returned to the bargaining unit, he shall return to his former classification and shall not suffer any loss of seniority or pay as a result of the temporary promotion or transfer.
- (b) Where an employee is employed in a position listed in Appendix A but is designated as excluded by Agreement of the parties or by the Industrial Labour Relations Board, he shall not lose his seniority and shall benefit from this Agreement.
- (c) Where an employee is promoted or transferred to a position not covered by Appendix A he shall lose his seniority and shall not benefit from this Agreement.

ARTICLE 31 - SENIORITY

- 31.01 (a) Seniority for the purpose of this Agreement is defined as the total number of regular hours from the date of hiring. Unless otherwise mentioned, Food Service Department seniority shall be used in determining priorities in all matters measured by length of service. An employee can only accumulate a maximum of 1,957.5 hours in any one year.
- (b) Notwithstanding Article 32.01 (a), an employee who is granted maternity leave shall not lose her seniority and shall accumulate seniority up to a maximum of seventeen (17) weeks on the basis of what her normal regular hours would have been. An employee who is granted Child care leave shall not lose his or her seniority and shall accumulate seniority up to a maximum of thirty seven (37) weeks on the basis of what his or her normal regular hours would have been.

31.02 A seniority list of all employees covered by this Agreement, showing the name, classification, date of hiring and the number of credited regular hours to the service of the Employer, shall be posted no later than March 1st of each year in a place accessible to all employees so affected. A thirty (30) calendar day protest period respecting revision shall be allowed following such posting. A copy of the revised seniority list shall be forwarded to the Local upon request.

31.03 An employee shall not lose accumulated seniority rights while on approved leave of absence or in the event of an involuntary transfer. An employee shall lose his seniority in the event:

- (1) he is discharged for just cause and is not reinstated;
- (2) he resigns or retires;
- (3) he is suspended for just cause for which event the loss of seniority shall be for the period of suspension;
- (4) he is laid off for a period longer than eighteen (18) consecutive months.

ARTICLE 32 - RETIREMENT

32.01 The normal retirement age shall be sixty-five (65). An employee's employment may be extended beyond the age of sixty-five (65) provided that:

- (a) the employee requests such extension in writing a minimum of three (3) months prior to reaching the normal retirement age, and
- (b) there shall be no interruption and/or discontinuation of service.

32.02 If an employee's employment is extended beyond age sixty-five (65), the employee shall receive all benefits and conditions of employment as provided under this Agreement.

DMW
[Signature]
Gu

ARTICLE 33 - RETIREMENT ALLOWANCE

- 33.01 When an employee, having continuous service of five (5) years or more, retires, or has his employment terminated due to disability, death, age or is laid off, the Employer shall pay such an employee or beneficiary a severance allowance equal to five (5) day's pay for each full year of continuous service, but not exceeding one hundred and twenty-five (125) days' pay, at the employee's regular rate of pay, such allowance to be pro-rated with respect to part-time employees. In the case of layoff, such payment will only take place at the end of the 18 month period provided for under Article 20.06.
- 33.02 When an employee has a permanent disability and requests to retire, or when the Employer requires an employee to retire due to a permanent disability, and in the absence of mutual Agreement a Board of Directors whose decision shall be final and binding on the parties to this Agreement, shall be composed as follows:
- one doctor appointed by the Local,
 - one doctor appointed by the Employer and one doctor selected by the two so appointed, who shall be the Chairman.

If the decision of the Board is that the employee has a permanent disability, the said employee shall receive pay for any accumulative severance leave entitled to under this Article. The expenses of this board shall be paid for in the same manner as if it were an Adjudication Board. If the permanent disability of an employee has been established under the Workers' Compensation Act or the Canada Pension Act, a further board decision under this Article shall not be required.

- 33.03 An employee may retire at 55 with full severance pay and R.R.S.P. accumulation.

ARTICLE 34 - EMPLOYEE R.R.S.P.

- 34.01 The Employer agrees that it will match a full-time or part-time (working twenty (20) hours or more) employee's contribution to an R.R.S.P. Fund of up to 4% of the employees salary. The parties agree that should an employee withdraw funds from the shared R.R.S.P. Retirement Fund, the Employer will cease to make any further contributions.

ARTICLE 35 - GROUP INSURANCE

- 35.01 (a) The Employer agrees to make available to all regular full-time and part-time employees who work twenty (20) hours a week or more its Group Insurance Plan at no cost to the employees.

The Group Insurance Plan provides the following :

1. Life Insurance of \$30,000;
2. Accidental death and dismemberment insurance up to \$30,000; and
3. Major Medical Insurance

- (b) The Employer will make available a Dental Plan equivalent to the one currently in effect. Reimbursement will be calculated on the Dental fee schedule as follow;

date of ratification Dental fee schedule 2010

The Employer and the employee will share the cost 50/50.

- (c) Optional vision care including eye exam and, up to 200\$ each 24 month period for eyeglasses required due to a change in the prescription.

The Employer and the employee will share the cost 50/50.

Employer will provide leaflet to employees, on details of benefits.

ARTICLE 36 – UNIFORMS

- 36.01 The Employer shall provide two uniforms, per year, maintain and launder, without cost to the employee, all uniform clothing required to be worn on duty. Uniforms shall remain the property of the Employer and shall not be worn off duty or removed from the Hospital premises unless the Hospital fails to provide facilities for the changing of uniform clothing.

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ARTICLE 37 - PAY ADMINISTRATION

37.01 The wages of all the classifications covered by this Agreement are shown in Appendix "A" or "B" which shall form part of this Agreement. Except in cases which have received prior approval of the Employer, no employee shall make any assignment of his pay to any third party.

37.02 No employee shall receive any reduction in his salary rate as a result of this Agreement.

37.03 Shift Premium

An evening shift premium of **five dollars and sixty cents (\$5.60)** per evening shift will be paid to all employees who work a shift where 50% or more of the hours worked are between 1600 hours and 2400 hours. Part-time employees shall be paid on a pro-rated basis.

A night shift premium of **seven dollars and forty cents (\$7.40)** per night shift will be paid to all employees who work a shift where 50% or more of the hours worked are between 2400 hours and 0800 hours. Part-time employees shall be paid on a pro-rated basis.

A weekend day shift premium of **five dollars and sixty cents (\$5.60)** per shift will be paid to all employees who work a shift where 50% or more of the hours worked are between 0800 hours and 1600 hours on Saturday and/or Sunday. Part-time employees shall be paid on a pro-rated basis.

37.04 Payroll Period

- (a) The Employer agrees to maintain a biweekly pay period.
- (b) When the regular pay day falls on a holiday, the pay day shall be the last banking day prior to such holiday.
- (c) The Employer agrees to make available the pay cheque of employees assigned to the night shift as they come off duty.
- (d) If a mistake is made on a pay cheque, it shall be rectified within forty-eight (48) hours provided the amount is fifty dollars (\$50) or more and is requested by the employee.
- (e) The parties agree that should the Employer introduce a direct deposit payroll system, it will be applicable to all employees.

37.05 The Employer shall advise each employee of the amount of his sick leave, and vacation credits once a year.

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ARTICLE 38 - POSITION CLASSIFICATION GRIEVANCE PROCEDURE

- 38.01 The Employer agrees to provide the Union with sample job specifications for classifications listed in Appendix A as they are created and revised.
- 38.02 When any position not covered in Appendix A is established by the Employer during the term of this Agreement, the rate of pay shall be subject to negotiation between the Employer and the Union. If the parties are unable to agree such dispute shall be settled as provided in clause 38.05.
- 38.03 Where the Union and/or the Employer feels that the employee has been unfairly or incorrectly classified, the employee and/or the Union may submit the matter for review to the District Manager. If the District Manager's decision is not satisfactory, the dispute shall be settled by arbitration as provided for under Article 38.05.
- 38.04 Where a matter raised in clause 38.02 or clause 38.03 above cannot be settled within two (2) calendar months from the origination of the complaint, the matter shall be referred to arbitration as provided for under Article 38.05.
- 38.05 Any dispute arising out of Articles 38.02 and 38.03 shall be referred to a Board consisting of three (3) persons, one (1) representing the Union and one (1) representing the Employer. Such persons shall not be employed in the Hospital involved in such dispute. The two (2) persons nominated above shall, within five (5) days of the appointment of the second of them, nominate a third person to be Chairperson of the Board. Failing Agreement of the nominees on the appointment of the Chairperson, the Chairperson of the Labour Relations Board shall appoint the Chairperson.

ARTICLE 39 - TECHNOLOGICAL CHANGE

- 39.01 In this Article "Technological Change" means the introduction of equipment or material of a different nature or kind than that previously used by the Employer, and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment or material.

[Handwritten signatures and initials]

- 39.02 Where the equipment or material so introduced is to be operated by employees of the same classification as those formerly carrying on the operation, the incumbents are to be given a reasonable opportunity for training, at the Employer's expense, without loss of pay or benefits to the employee, in the operation of the equipment or material in question, with the intent that they may be retained in their positions.
- 39.03 If after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence, the Employer will make every effort to retain the employee in such position as may be available within the competence of the employee (including the exercise of such rights as are otherwise contained in this Agreement).
- 39.04 The Employer, in planning technological change will make every effort to absorb consequential redundancies by attrition.
- 39.05 The Employer agrees to give the Union thirty (30) days notice of the introduction of technological change that is expected to result in the displacement of employees in the bargaining unit, or substantial changes in the hours of work or the duties performed by employees in the bargaining unit.
- 39.06 Notwithstanding Articles 31.01 and 31.03, an employee who is affected by a layoff because of technological change shall have recourse to the entitlement conferred through the application of Article 20.06.

ARTICLE 40 - INJURED ON DUTY

- 40.01 (a) An employee who is injured on job or suffers a recurrence of an injury on the job shall, as soon as possible, report the matter to the Supervisor or Department Head and file a Workers' Compensation claim.
- (b) An employee who is injured on the job or suffers a recurrence of an injury on the job and who has his Workers' compensation claim approved shall receive benefits pursuant to the Workers Compensation Act.
- (c) The absence of an employee who is injured on the job or suffers a recurrence of an injury on the job and who is waiting for approval of a Workers Compensation Act shall not be charged against the employees sick leave credits, vacation credits, or any other accumulated credits except as provided in (d).

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- (d) Notwithstanding Article (c), an employee, who as a result of having suffered an injury on the job is without revenue while waiting to receive compensation benefits pursuant to the Workers Compensation Act, may apply for a monetary advance from the Employer subject to the following conditions:
- (i) that he has requested such advance at least three days before each of his regular pay days;
 - (ii) that he agrees to assign compensation payments equal to the same amount and same period of time;
 - (iii) that the employee has the necessary vacation and/or sick leave credits;
 - (iv) payment shall commence following a three day waiting period stipulated under the Workers' Compensation Act during which compensation is not payable;
 - (v) the advance shall be equivalent of the compensation payable pursuant to the Workers' Compensation Act, for the same period, until such time as the claim is approved or denied;
 - (vi) if the claim is not approved, the employee shall be entitled retroactively to use any accumulated sick leave credits in accordance with Article 26.
 - (vii) the Employer will credit any sick leave days used for this purpose to the employees accumulated sick leave upon receipt of the assigned compensation payments following approval of the claim;
 - (viii) for the purpose of calculating the monetary advance, one full accrued sick leave credit shall be used for each of the employees scheduled working days; and
 - (ix) upon approval of the Workers Compensation claim, the employee will be credited with seniority for the required waiting period stipulated under the Workers Compensation Act.

40.02 Injury on duty leave

Employees who are receiving compensation benefits under the Workers' Compensation Act shall earn vacation or sick leave credits in accordance with Articles 25 and 26. However, vacation leave credits may only be earned up to one (1) leave year as per clause 25.01.

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ARTICLE 41 - DURATION AND TERMINATION

41.01 Wages under this agreement are effective from July 1, 2011. Retroactive pay shall apply to shift premium (art. 37.03) and all paid hours including regular, overtime and call-back by any employee in the bargaining Unit.

41.02 Persons not eligible for retroactive payment of wages are:

- (a) Those that have terminated before completing their probationary period;
- (b) Those employed after July 1st, 2007 and who voluntarily terminated prior to the signing of this agreement;
- (c) Those terminated for disciplinary reasons;
- (d) Those who terminated without providing sufficient notice as defined within the agreement;

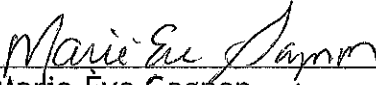
41.03 Any person having a claim to retroactivity and who is no longer employed on the date of the signing of this agreement must make claim by notice in writing to the Employer within forty-five (45) calendar days from the signing of this agreement. Failure to make such claim within the forty-five (45) day period will result in the forfeiture of any entitlement to retroactive pay.

41.04 This Agreement constitutes the entire Agreement between the Parties and shall be in effect for a term from July 1, 2007 to June 30, 2011 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement.

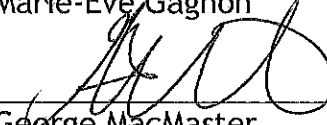
IN WITNESS WHEREOF, the parties have signed this _____th day of _____ 2014.

For ARAMARK CANADA LIMITED,

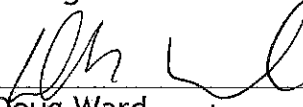
FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES,

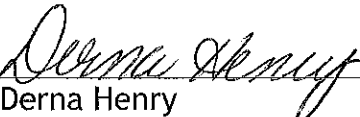

Marie-Eve Gagnon

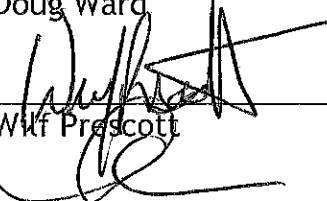

Derick Devereau



George MacMaster


Rene Doucet


Doug Ward


Derna Henry


Wwf Prescott


Guy Ward

Lynn Ervin

LETTER OF INTENT 1

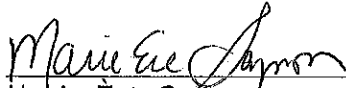
between
ARAMARK CANADA LIMITED
at
REGIONAL HOSPITAL CENTRE (BATHURST)
and
CUPE LOCAL 871-2

1. Part-time employees will be eligible for temporary positions of one (1) month or more duration and will receive preference over casual employees for these positions where there is mutual Agreement between the Local Union and the Food Service Department and where the part-time employees are available and are employed for that type of work.
2. Maternity Leave. The parties hereby agree that if their entitlement to the Unemployment Insurance premium reduction is discontinued or affected because of the provisions of Article 27 in the Collective Agreement, that either party, upon written notice to the other party of its intention to do so, may reopen negotiations on the Collective Agreement with respect to Article 27 only.


IN WITNESS WHEREOF, the parties have signed this _____th day of _____ 2014.

For ARAMARK CANADA LIMITED,

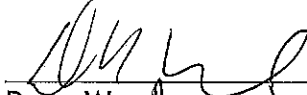
FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES,



Marie-Eve Gagnon

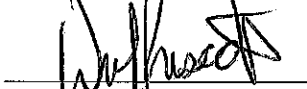

Derick Devereau

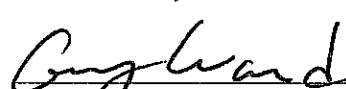

George MacMaster


Rene Doucet


Doug Ward


Derna Henry


Wilf Prescott


Guy Ward

Lynn Ervin

LETTER OF INTENT 2

between ARAMARK CANADA LIMITED
at REGIONAL HOSPITAL CENTRE (BATHURST)
and CUPE LOCAL 871-2

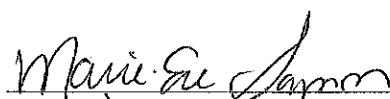
With respect to the employment of students the parties agree to the following:

1. In the event that there is no insufficient number of part-time or casual employees available during the weekends, summer and Christmas period, the employer may use students for work of the bargaining unit;
2. Students will be paid 80% of the rate of pay designated in Appendix "A" for the classification;
3. Students are excluded from the bargaining unit and are not subject to the terms of the Collective agreement;
4. The Employer agrees not to abuse the use of students. The use of student will not result in restricting the employment of new employees. Students will not be employed if it results in a reduction in the number of hours available to regular part-time or casual employees or the layoff of regular part-time or casual employees;
5. Unionized students employed prior to the signing of the present agreement are not subject to the terms of this letter of agreement.


IN WITNESS WHEREOF, the parties have signed this _____th day of _____ 2014.

For ARAMARK CANADA LIMITED,


FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES,



Marie-Eve Gagnon


Derick Devereau



George MacMaster


René Doucet


Doug Ward


Derna Henry


Wilf Prescott


Guy Ward


Lynn Ervin

LETTER OF INTENT 3

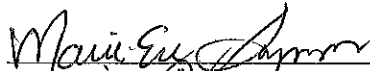
**between ARAMARK CANADA LIMITED
at REGIONAL HOSPITAL CENTRE (BATHURST)
and CUPE LOCAL 871-2**

The parties agree to review the schedule to determine whether casual shifts, regularly occurring for reasons other than shift replacement, might be incorporated into the regular assignment of part-time employees currently working less than 20 hours per week thereby allowing the affected employee access to the benefits provided under the collective agreement.

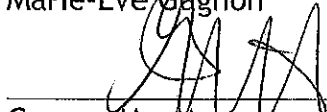
IN WITNESS WHEREOF, the parties have signed this _____th day of _____ 2014.


For ARAMARK CANADA LIMITED,

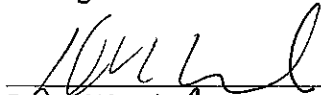
FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES,

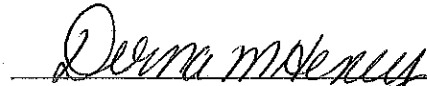

Marie-Eve Gagnon

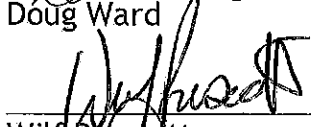

Derick Devereau


George MacMaster


René Doucet


Doug Ward


Derna Henry


Wilf Prescott


Guy Ward

Lynn Ervin

LETTER OF INTENT 4

**between ARAMARK CANADA LIMITED
at REGIONAL HOSPITAL CENTRE (BATHURST)
and CUPE LOCAL 871-2**

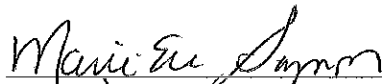
With respect to the maintenance of the new classifications created by the Joint Job Evaluation Study undertaken by the Board of Management as represented by the Hospital Boards of the Hospitals listed under Part III first schedule of the Public Service Labour Relations Act and the Canadian Union of Public Employees, the parties agree to the following:

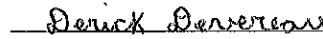
1. The parties will try to resolve any classification disputes by using the Hospital Joint Job Evaluation System and if not allowed then Article 38 shall remain in effect.
2. Any fees charged by the Joint Job Evaluation Committee shall be equally divided between the Employer and Union.
3. If the Hospital Joint Evaluation System is used, there will be no reference to adjudication for classification issues.

IN WITNESS WHEREOF, the parties have signed this _____th day of _____ 2014.


For ARAMARK CANADA LIMITED,


FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES,


Marie-Eve Gagnon



Derick Devereau


George MacMaster



René Doucet


Doug Ward


Derna Henry


Wilf Prescott


Guy Ward


Lynn Ervin

APPENDIX A - SALARY INCREASE

Pay Band	July 1/11 to June 30/13 0.00%			July 1/13 1.00%			January 1/14 1.00%			July 1/14 1.00%			January 1/15 1.00%		
	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
2	15.9337	16.5314	17.1512	16.0930	16.6967	17.3227	16.2540	16.8637	17.4959	16.4165	17.0323	17.6709	16.5807	17.2026	17.8476
3	16.5393	17.1595	17.8030	16.7047	17.3311	17.9810	16.8717	17.5044	18.1608	17.0405	17.6795	18.3424	17.2109	17.8562	18.5259
5	17.82	18.4885	19.1818	17.9982	18.6734	19.3736	18.1782	18.8601	19.5674	18.3600	19.0487	19.7630	18.5436	19.2392	19.9607
7	19.2001	19.9201	20.6671	19.3921	20.1193	20.8738	19.5860	20.3205	21.0825	19.7819	20.5237	21.2933	19.9797	20.7289	21.5063
9	20.6872	21.4628	22.2677	20.8941	21.6774	22.4904	21.1030	21.8942	22.7153	21.3140	22.1131	22.9424	21.5272	22.3343	23.1719
10	21.4732	22.2786	23.1139	21.6879	22.5014	23.3450	21.9048	22.7264	23.5785	22.1239	22.9537	23.8143	22.3451	23.1832	24.0524
CODE	PAY BAND			CLASSIFICATION											
2035	2			Food Services Worker A											
2041	2			Food Services Worker B											
2003	3			Prep Cook											
1094	5			Inventory Expeditor											
1004	5			Patient Menu Clerk											
1021	7			Administrative Support											
2072	7			Diet and Menu Technician											
2029	9			Food Services Supervisor											
2004	10			Cook											

APPENDIX B - SALARY INCREASE (ALL INCLUSIVE)

Pay Band	July 1/11 to June 30/13 0.00%			July 1/13 1.00%			January 1/14 1.00%			July 1/14 1.00%			January 1/15 1.00%		
	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
2	17.7979	18.4656	19.1579	17.9759	18.6503	19.3495	18.1556	18.8368	19.5430	18.3372	19.0251	19.7384	18.5206	19.2154	19.9358
3	18.4744	19.1672	19.8860	18.6591	19.3589	20.0849	18.8457	19.5525	20.2857	19.0342	19.7480	20.4886	19.2245	19.9455	20.6935
5	19.9049	20.6517	21.4261	20.1039	20.8582	21.6404	20.3050	21.0668	21.8568	20.5080	21.2775	22.0753	20.7131	21.4902	22.2961
7	21.4465	22.2508	23.0852	21.6610	22.4733	23.3161	21.8776	22.6980	23.5492	22.0964	22.925	23.7847	22.3173	23.1543	24.0226
9	23.1076	23.9739	24.8730	23.3387	24.2136	25.1217	23.5721	24.4558	25.3729	23.8078	24.7003	25.6267	24.0459	24.9473	25.8829
10	23.9856	24.8852	25.8182	24.2255	25.1341	26.0764	24.4677	25.3854	26.3371	24.7124	25.6392	26.6005	24.9595	25.8956	26.8665
CODE	PAY BAND		CLASSIFICATION												
2035	2		Food Services Worker A												
2041	2		Food Services Worker B												
2003	3		Prep Cook												
1094	5		Inventory Expeditor												
1004	5		Patient Menu Clerk												
1021	7		Administrative Support												
2072	7		Diet and Menu Technician												
2029	9		Food Services Supervisor												
2004	10		Cook												

Handwritten initials/signature

APPENDIX C - PART-TIME AND CASUAL EMPLOYEES

PAY Band	JULY 1/11 to June 30/13 0.00%			July 1/13 1.00%			January 1/14 1.00%			July 1/14 1.00%			January 1/15 1.00%		
	A	B	C	A	B	C	A	B	C	A	B	C	A	B	C
10	19,1885	19,9082	20,6546	19,3804	20,1073	20,8611	19,5742	20,3084	21,0698	19,7699	20,5114	21,2805	19,9676	20,7166	21,4933
9	18,4861	19,1791	19,8984	18,6710	19,3709	20,0974	18,8577	19,5646	20,2984	19,0462	19,7602	20,5013	19,2367	19,9578	20,7064
7	17,1572	17,8006	18,4682	17,3288	17,9786	18,6529	17,5021	18,1584	18,8394	17,6771	18,34	19,0278	17,8539	18,5234	19,2181
5	15,9239	16,5214	17,1409	16,0831	16,6866	17,3123	16,2440	16,8535	17,4854	16,4064	17,0220	17,6603	16,5705	17,1922	17,8369
3	14,7795	15,3338	15,9088	14,9273	15,4871	16,0679	15,0766	15,6420	16,2286	15,2273	15,7984	16,3909	15,3796	15,9564	16,5548
2	14,2383	14,7725	15,3263	14,3807	14,9202	15,4796	14,5245	15,0694	15,6344	14,6697	15,2201	15,7907	14,8164	15,3723	15,9486
CODE	PAY BAND			CLASSIFICATION											
2035	2														
2041	2														
2003	3														
1094	5														
1004	5														
1021	7														
2072	7														
2029	9														
2004	10														

APPENDIX D - MODIFIED HOURS OF WORK

Whereas the Parties recognize the need to develop modified hours of work to ensure adequate staffing resources for the efficient delivery of services, and

Whereas the present collective agreement between the parties defines hours of work as seven and one-half (7½),

The Parties therefore agree to the implementation of modified hours of work on the following conditions:

- (a) The Employer shall notify the Local in writing of its intent to introduce hours of work different from seven and one-half (7½). Such notice shall identify the purpose and location of the modified hours of work. The Parties agree that any schedule with modified hours of work will maintain all existing full-time positions.
- (b) Modified hours of work shall be utilized only where service delivery and/or hours of operation require hours of work different from those set out above.
- (c) The Employer and the Local shall meet at least thirty (30) days prior to implementation of the modified hours of work. The modified hours of work to be implemented shall be subject to mutual agreement between the Employer and the Union before implementation.
- (d) There shall be no split shifts or shifts of less than three (3) hours within the sixty (60) days of signing of the collective agreement.
- (e) The Employer and the Local shall meet to evaluate the feasibility of moving from three (3)-hour shifts to four (4)-hour shifts.

LETTER OF AGREEMENT

between ARAMARK CANADA LIMITED
at REGIONAL HOSPITAL CENTRE (BATHURST)
and CUPE LOCAL 871-2

Harassment and Abuse in the Workplace

The Employer and the Union agree that Harassment, as defined in the Employer's Workplace Harassment Policy and other forms of abuse are reprehensible.

Both parties are committed to maintaining an environment free from such harassment or abuse. It is further agreed that both parties will work together in recognizing and resolving such problems should they arise.

The Employer shall establish a Workplace Harassment Policy and make that policy available through the normal process.

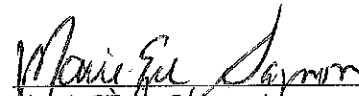
An employee lodging a complaint under this policy may be assisted by a local representative.

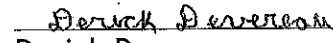
The complainant shall be informed of the final disposition of the complaint.

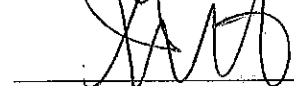
IN WITNESS WHEREOF, the parties have signed this _____th day of _____ 2014.

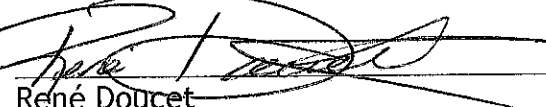
For ARAMARK CANADA LIMITED,

FOR THE CANADIAN UNION OF PUBLIC EMPLOYEES,

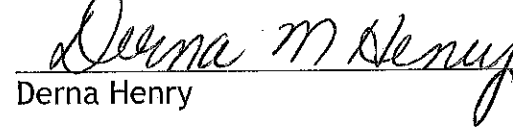

Marie-Eve Gagnon



Derick Devereau



George MacMaster


René Doucet


Doug Ward


Derna Henry


Wiff Prescott


Guy Ward

Lynn Ervin

cc*cope 491