

COLLECTIVE AGREEMENT

Between

ARAMARK CANADA LTD.

At:

C.S. MEMORIAL HOSPITAL, ST. ANTHONY, NL

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2574**



Expires: March 31, 2026

ARTICLE 1 – PREAMBLE

The transition agreement contained in Schedule “F” shall be read in conjunction with the Collective Agreement.

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

- (1) To maintain and improve harmonious relations and settle conditions of employment among the Employer, employees, and the Union.
- (2) To recognize the mutual value of joint discussion and negotiations.
- (3) To encourage efficiency in operation to the end that the patients/residents of the hospital shall be well and efficiently served.
- (4) In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, the contents of this Agreement shall take precedence over the said regulation.

And whereas the parties of this Agreement desire to improve the quality of patient/resident care in the hospital and to promote the morale, wellbeing, and security of the employees.

Now, therefore, the parties agree as follows:

1.02 For the Purpose of this Agreement:

- (a) “Bargaining Unit” means the bargaining unit recognized in accordance with clause 3.01.
- (b) “Classification” means the identification of a position by reference to a class title and pay range number.
- (c) “Day of Rest” means a twenty-four (24) hour calendar day on which the employee is not ordinarily required to perform the duties of their position other than:
 - (i) a designated holiday,
 - (ii) a calendar day on which the employee is on leave of absence.
- (d) “Day” means a working day unless otherwise stipulated in this Agreement.
- (e) “Demotion” means an action which caused the movement of an employee from their existing classification carrying a lower pay range number.
- (f) “District Manager” means the authorized representative of the Employer or other official authorized by the Employer to act on their behalf and can include the Regional Manager.
- (g)
 - (i) “Employee” means a person included in the bargaining unit who is employed by the Employer for remuneration.
 - (ii) “Part-time employee” means a person who is regularly scheduled to work less than the full number of working hours in each working day or less than the full number of working days in each week.

- (iii) "Permanent employee" means a person who has completed their probationary period and is employed without reference to a specific date of termination of service.
- (iv) "Temporary employee" means a person who is employed for a specific period or for the purpose of performing certain specified work and who may be laid off at the end of such period or on the completion of such work.
- (h) "Employer" means ARAMARK Canada Ltd.
- (i) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designated as a holiday in this Agreement.
- (j) "Hospital" means a hospital, home, institution or any agency listed in Schedule "C" of the CUPE Health Care Master Agreement.
- (k) "Layoff" means the termination of employment of an employee because of lack of work or because of the abolition of a post.
- (l) (i) "Month of Service" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of twenty (20) working days.

(ii) "Twelve Hour Shift" means a calendar month in which an employee is in receipt of full salary or wages in respect of the prescribed number of working hours in each working day in the month and includes a calendar month in which an employee is absent on special leave without pay not in excess of one hundred and fifty (150) working days.
- (m) "Promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee, from their existing classification carrying a higher pay range number.
- (n) "Position" means the duties and responsibilities designated by the District Manager to be performed by the employee.
- (o) "Reclassification" means any change in the current classification of an existing position.
- (p) (i) "Shift" means:
the normal consecutive working hours scheduled for each employee which occurs in any twenty-four (24) hour period. In each twenty-four (24) hour period, there will normally be three (3) shifts, viz day, evening, and night. The first shift of each day shall commence at 0001 hours.

(ii) Twelve Hour Shift
the normal consecutive work hours scheduled for each employee which occurs in any twenty-four (24) hour period there will be normally two (2) shifts viz day and night. The day shift shall commence at 0800 hours and the night shift shall commence at 2000 hours.

- (q) "Vacancy" means an opening which is either permanent, part-time or of a temporary nature (for more than thirteen (13) weeks as outline in clause 15.03).

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 (a) The Union recognizes and agrees that all rights, powers and authority both to operate and manage the services under its control and to direct the working forces is vested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

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

- (b) Notwithstanding the above, any new Policies and Procedures developed by the Employer which can affect the Union employees shall be relayed to the Union prior to implementation and discussed at the Labor Management forum.

ARTICLE 3 – RECOGNITION

3.01 (a) The Employer recognizes the Union as the sole, exclusive bargaining agent in respect to all conditions of employment for all employees of ARAMARK Canada Ltd., save and except: managers, assistant managers, chefs, confidential secretaries, senior supervisors, and registered dietitians.

- (b) Part-time and temporary employees shall be included in the bargaining unit.

3.02 Work of the Bargaining Unit

(a) Persons who are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, emergencies or when regular employees are not available and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employees.

- (b) In accordance with 3.02 (a), it is agreed that:

(i) Volunteers will not be used to reduce the hours of work or pay of bargaining unit employees. The Union and the Employer shall meet and discuss guidelines for the use of volunteers.

(ii) On-the-job trainees will only work at work which would not ordinarily be done by hiring extra employees and the hours of work or pay of bargaining unit employees will not be reduced.

(iii) The Employer will discuss make work projects with the Union prior to their implementation.

3.03 No Other Agreement

(a) No employees shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of this Collective Agreement.

- (b) No employee or group of employees shall undertake to represent the Union at the meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

3.04 Union Access

- (a) Employees shall have the right at any time to have the assistance of a full-time representative(s) of the Union on all matters relating to the Employer-employee relations. Union Representative(s) shall have access to the Employer's premises in order to provide the required assistance. Employees involved in such discussions or investigation of grievances shall not absent themselves from work except with permission from their Supervisor, and such permission will not be unreasonably withheld.
- (b) Permission to hold meetings on the premises shall in each case be obtained from the Foodservice Director and such meetings shall not interfere with the operation of the Employer.

3.05 New Classification

When new classifications are developed, the Employer agrees to consult with the Union as to whether such classifications should be included in the bargaining unit. Should the parties be unable to agree, the matter shall be referred to the Labour Relations Board for adjudication.

3.06 Employee Rights

Notwithstanding anything contained in this Agreement, an employee may present a personal complaint to their Employer.

3.07 Employee Information

It is the responsibility of all employees to keep the Employer informed in writing of their contact information including the current mailing address and current telephone number.

3.08 Agreement Overrides Employer Policy

The provisions of the Collective Agreement shall take precedence over any and all policies and rules made by the Employer concerning wages, benefits, or working conditions affecting members of the Union covered by this Collective Agreement.

ARTICLE 4 – NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

- (a) The Employer agrees that there shall be no discrimination with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge, assignment of work, or otherwise by reason of the employee's membership or activity in the Union.

It is agreed that the parties will comply with applicable human rights legislation.

- (b) Occupational Qualifications

Notwithstanding clause 4.01 (a) above, the Employer shall be permitted to hire employees on the basis of a bona fide occupational qualification if first mutually agreed by the Union. If no

mutual agreement can be reached, the matter shall be referred to Human Rights Commission for resolution before the job is posted.

4.02 Sexual and Personal Harassment

The Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which such harassment does not exist.

4.03 Sexual Harassment

- (a) Both the Employer and the Union consider sexual harassment to be reprehensible and are committed to maintaining an environment in which sexual harassment does not exist.

The Employer and the Union recognize the right of the employees to work in an environment free from sexual harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual harassment of a bargaining unit member has taken place, the Employer shall take the appropriate action to ensure that the sexual harassment ceases.

The victim shall be protected from repercussions which may result from their complaint.

- (b) In cases of harassment that have not been settled to the satisfaction of the complainant, the matter may be referred to the Human Rights Commission for settlement or by other means that are mutually acceptable to the parties.

- (c) Sexual harassment is comprised of sexual comments, gestures, or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The behavior may be on a one (1) time basis or a series of incidents, however minor. It is unsolicited, one sided and/or coercive. Anyone may be a victim of sexual harassment. Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances, or alternatively the threat of reprisal for refusing. Sexual harassment can be expressed in a number of ways which may include.

- unnecessary touching or patting,
- suggestive written remarks or sexually aggressive remarks,
- leering (suggestive staring) at a person's body,
- demand for sexual favours,
- compromising invitations, and/or,
- physical assaults.

- (d) Any grievances filed under this Article shall be done so under Step 4 of the grievance procedure. Both parties will deal with such grievances with all possible confidentiality.

4.04 Personal Harassment

Personal harassment is any behaviour by any person in the workplace that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job or threatens the economic livelihood of the employee.

Personal harassment occurs when an individual uses their authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation. The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and/or coercion.

The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If personal harassment of a bargaining unit member has taken place, the Employer shall take appropriate action to ensure that the personal harassment ceases. The victim shall be protected from repercussions which may result from their complaint.

4.05 Workplace Abuse

The parties recognize that an employee may be subject to abuse in the course of their duties.

Where an employee makes a written complaint of abuse to the Employer, the Employer shall conduct an investigation. Should the Employer determine that the complaint is justified, the Employer shall take such reasonable steps as it considers necessary in the circumstances. The Union shall give all reasonable cooperation with an investigation where the complaint is made against a member of the bargaining unit.

4.06 False Accusation

The Employer will take appropriate steps to deal with an employee, whether inside or outside the bargaining unit, who is alleged to have made a false accusation of harassment or abuse against another employee.

ARTICLE 5 - UNION SECURITY

5.01 Membership Requirements

All employees of the Employer as a condition of continued employment shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union.

5.02 New Members

All new employees shall, as a condition of employment, become and remain members in good standing of the Union from the date of hiring.

ARTICLE 6 – CHECK OFF OF UNION DUES

6.01 Check-off Payment

The Employer shall deduct from every employee coming within the bargaining unit the monthly dues and initiation fees of the Union.

6.02 Deductions

(a) Deductions shall be forwarded to the (Local Union) Secretary-Treasurer or the Treasurer of the Union not later than the 15th day of the month. The Employer will forward the Union with the first dues deductions cheque following the signing of the Agreement a list which shows the employee's full name and/or payroll number. Each month thereafter a list showing additions and deletions will be forwarded with the dues deduction cheque.

(b) The Union shall request a list of names of its members along with each employee's mailing address, telephone number and classification in electronic format a minimum of once per year and such information shall be provided to the Union by the Employer.

6.03 T4 Slips

The Employer agrees that when issuing T4 slips, the amount of membership dues paid by an employee to the Union during the previous taxation year will be recorded on the employee's T4 statement.

6.04 (a) Deductions to be Made

The Union shall inform the Employer of the authorized deduction to be made.

(b) Union Dues

Any changes to Union Dues formulas must be forwarded to the LR Department and a minimum of thirty (30) days is required to make any changes.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

7.02 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting each new employee with the benefits and responsibilities of Union membership. Where possible, such interviewing will take place on a group basis during the orientation program for new employees. The steward or representative will provide the new employee with a copy of the Collective Agreement. The Employer will encourage all new employees to attend the interview with the Union Representative.

7.03 Confirmation of Employee Status

An employee upon hire or recall from layoff will be given a letter of appointment which shall state their type of employment status, e.g. permanent employee, temporary employee or part-time employee.

(a) In the case of a temporary employee, the letter of appointment shall state the date of hire and the duration of the expected period of employment.

(b) In the case of a part-time employee, the letter of appointment shall set out the hours of work that the employee is hired to work either daily or weekly as the case may be.

Article 8 - Correspondence

8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator or the employee's designated representative, and the President of the Union or the employee's designated representative.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

9.01 Establishment of Committee

A Labour Management Committee shall be established consisting of four (4) representatives of the Union and an equal number of representatives of the Employer. The numbers may be reduced by mutual agreement between the parties. The Employer shall be duly notified in writing as to the names of the Union Representatives selected.

9.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (1) Promoting safety and sanitary practices,
- (2) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service),
- (3) Other problems and matters of mutual interest which affect the relationship which are not properly the subject matter of a grievance or negotiations.

9.03 Meetings of Committee

The Committee shall meet at least once each month, at a mutually agreeable time and place. The monthly meeting may be cancelled and rescheduled by mutual consent. The Committee members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

9.04 Chairperson of the Meeting

The meetings of the Committee shall be chaired alternately by the Employer's representative and the Local Union Representative.

9.05 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the Chairperson as promptly as possible after the close of the meeting. Each party shall receive four (4) copies of the minutes within seven (7) days following the meeting.

9.06 Jurisdiction of Committee

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

9.07 Labour Management Committee

The District Manager and the Local President will endeavour to attend Labour Management Committee meetings.

9.08 When Committee members are working, they will be replaced on their work units to enable them to attend meetings, training sessions and education sessions.

ARTICLE 10 - STATE OF EMERGENCY DUE TO WEATHER CONDITIONS

10.01 Adverse Weather Conditions - State of Emergency

The following provisions shall apply to employees during adverse weather conditions necessitating a state of emergency declared by either the Employer or the appropriate provincial or municipal authority:

- (a) All employees are required to report for duty as scheduled.
- (b) When an employee, through no fault of their own, is unable to report for work because of a declared state of emergency, such employee shall suffer no loss of pay or other benefits, nor shall the employee be required to make up, in any way, for time lost due to not reporting for work.

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

10.02 Adverse Weather Conditions

When an employee, through no fault of their own, is unable to report for work due to adverse weather conditions other than those referred to in Clause 10.01 (b) above, the employee may be allowed the opportunity to proceed on annual leave or time owed provided the employee has such leave or time to their credit. In the event of an employee has no leave to their credit, then the employee can borrow annual leave from next year's leave.

This clause will not apply unless the employee has made a reasonable effort to report to work.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 Definition of Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

11.02 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards to assist any employee in preparing and presenting their grievance in accordance with the grievance procedure.

11.03 Shop Stewards

The Employer recognizes the right of the Union to appoint or elect Shop Stewards on the following basis:

Less than 100 employees	5 Shop Stewards
-------------------------	-----------------

11.04 Names of Stewards

The Union shall notify the Employer in writing of the name of each Shop Steward and the department(s) they represent before the Employer shall be required to recognize them.

11.05 Processing of Grievances

Shop Stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's representative.

11.06 Permission to Leave Work

It is agreed that Shop Stewards will not absent themselves from their departments for the purpose of handling grievances without first obtaining permission of the Shop Steward's supervisor and that permission will not be unreasonably withheld.

11.07 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved employee shall within seven (7) calendar days after becoming aware of the occurrence of the grievance, submit their grievance to the Shop Steward, or in the absence of their Shop Steward, another Shop Steward may process the grievance.

Step 2

If the Steward considers the grievance to be justified, the employee concerned together with their Shop Steward, may within seven (7) calendar days following receipt of the grievance, submit their grievance in writing to the employee's supervisor outlining the alleged violation and redress sought. An earnest effort shall be made by all parties to settle the grievance at Step 2.

Step 3

Failing satisfactory settlement within four (4) calendar days after the dispute was submitted under Step 2, the Steward, within a further five (5) calendar days, will submit to the Food Service Director, a written statement of the particulars of the grievance and redress sought. The Food Service Director shall render their decision within six (6) calendar days of receipt of such notice.

Step 4

Failing settlement being reached in Step 3, the Shop Steward assisted by another Shop Steward shall within seven (7) calendar days submit the grievance to the District Manager who shall render their decision within nine (9) calendar days of receipt of such notice.

Step 5

Failing settlement being reached in Step 4, either party may refer the dispute to arbitration within fifteen (15) calendar days of the District Manager's decision in Step 4.

All time limits in the grievance and arbitration procedure shall be exclusive of the paid holidays as outlined in clause 20.01.

11.08 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union or the Employer may initiate a grievance and the parties may mutually agree to by-pass Steps 1, 2, and 3 of clause 11.07.

11.09 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

11.10 Replies in Writing

Replies to grievances stating reasons shall be in writing at all steps, except Step 1.

11.11 Facilities for Grievance Meetings

The Employer shall supply the necessary facilities for the grievance meetings.

11.12 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement made in accordance with Clause 34.02 shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures.

11.13 Technical Objections to Grievances

No grievances shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error, or by the inadvertent omission of a step in the grievance procedure.

ARTICLE 12 - ARBITRATION

12.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by traceable mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within fifteen (15) calendar days thereafter, the other party shall answer by traceable mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial chairperson.

12.02 Failure to Appoint

If the party receiving the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a chairperson within the fourteen (14) calendar days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

12.03 Board Procedure

The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedure. It shall hear and determine the difference or allegation and render a decision within fourteen (14) calendar days from the date of the arbitration hearing.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding, and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within seven (7) calendar days.

12.06 Expenses of the Board

Each party shall pay:

- (1) the fees and expenses of the nominee it appoints,
- (2) one-half (1/2) of the fees and the expenses of the Chairperson.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement between the parties.

12.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of any

employee(s) concerned as witnesses and any other witnesses.

12.09 Single Arbitrator

The parties may mutually agree to the substitution of a single Arbitrator for an Arbitration Board, in which event the foregoing provisions of Articles 12.03, 12.04, 12.05, 12.06 (2), 12.07 and 12.08 and the provisions of Article 13.03 shall apply equally to a single Arbitrator where reference is made to an Arbitration Board.

12.10 Grievance and Arbitration Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulative benefits for total time spent in grievance and arbitration procedure.

12.11 Expedited Arbitration

Subject to agreement of both parties, a form of Expedited Arbitration one (1) or two (2) may be used following Step 4 of the Grievance Procedure. The particulars are as follows:

Expedited 1

- (1) In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief only detailing the arguments of the respective parties to a single arbitrator within fifteen (15) calendar days of the written response of the District Manager in Step 4 of the Grievance Procedure.
- (2) The single arbitrator must be agreed to by both parties within seven (7) calendar days of the District Manager's written response and the appointed arbitrator must be willing to render a verbal decision within two (2) calendar days following receipt of the written brief from each party.
- (3) Decisions will be non-prudential and without prejudice for any subsequent grievance of a similar nature.

Expedited 2

- (1) In any dispute of interpretation or application of the Collective Agreement, the parties agree to submit a written brief and present oral arguments to a single arbitrator within twenty (20) calendar days of the written response of the District Manager in Step 4 of the Grievance Procedure.
- (2) The single arbitrator must be agreed to by both parties within seven (7) calendar days of the District Manager's written response and the appointed arbitrator must be willing to render a written decision within twenty (20) calendar days following presentation of written briefs and oral arguments of each party.
- (3) The single arbitrator may, for the purpose of their clarification, request the appearance of witnesses for questioning at the time of the hearing or during the decision period when an additional meeting may be convened by the arbitrator.

Both parties retain access to the complete arbitration process as described in Article 12 of the Collective Agreement where they do not wish to implement Expedited Arbitration one (1) or two (2).

Decisions of the arbitrator will be binding on both parties within the guidelines of the Labour Relations Act. Cost will be shared on a 50/50 basis.

12.12 Mediation

Prior to proceeding to arbitration, the parties may avail of the services of a mediator to attempt to resolve the grievance. Additionally, the arbitrator may act as a mediator prior to commencing a hearing with the agreement of the parties. Both parties will equally share the cost of the mediator. Both parties retain access to the complete arbitration process as described in Article 12 of the Agreement where either party does not agree to mediation.

ARTICLE 13 - PROBATION, DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Probationary Period

The probationary period will be four hundred and eighty-seven and one-half (487.5) hours in all institutions. The probationary period for part-time and temporary employees shall be equivalent to that of a full-time employee either in working hours or days, whichever is appropriate. If an employee has not completed four hundred and eighty-seven and one-half (487.5) hours of work during this period, their probationary period may be extended until the employee actually completes four hundred and eighty-seven and one-half (487.5) hours of work. A temporary employee shall be allowed to accumulate periods of employment in order to complete a probationary period. For the purpose of this clause, time off with pay, excluding workers' compensation and sick leave, approved by the Employer, shall be considered as time worked.

13.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 11, grievance procedure. Steps 1, 2 and 3 of the grievance procedure shall be omitted in such cases.

13.03 Discipline

(a) Suspension or Discharge

An employee who has completed their probationary period may be dismissed, but only for just cause. When an employee is discharged or suspended, such employee shall be advised within seven (7) days in writing by the Employer of the reason for such discharge or suspension.

(b) Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, the employee shall be immediately reinstated in their former position, without loss of seniority and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a board.

(c) Termination of Probationary Employees

The termination of a probationary employee is not subject to the grievance procedure unless discrimination is alleged.

(d) Warnings

Whenever the Employer deems it necessary to censure an employee, in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within seven (7) calendar days thereafter, give written particulars of such censure to the employee involved.

(e) Adverse Report

The Employer shall notify an employee in writing of any dissatisfaction concerning their work within seven (7) calendar days of the event of a complaint. This notification shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their record for use against them at any time.

The report of an employee shall not be used against them after fifteen (15) months have elapsed, provided another warning or reprimand relating to the same or similar offence has not been given within that period. The employee's written reply to such notification of dissatisfaction shall become part of their record.

This article shall apply in respect of any expression of dissatisfaction relating to their work or otherwise which may be detrimental to an employee's advancement or standing with the Employer.

All correspondence pertaining to the adverse report, including the report itself, shall be disregarded and subsequently removed from the personal file after fifteen (15) months. The employee shall be responsible to see that any such documents are removed.

(f) The time limits outlined in (a) to (e) above, may be extended with mutual consent between the Employer and the Union.

(g) Performance evaluations shall not be considered an Adverse Report.

(h) Right to Have Steward Present

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview in order that the employee may contact their steward to be present at the interview.

When employees are required to attend a meeting where a disciplinary decision concerning them is to be taken by the Employer, or a representative of the Employer, the employees will be notified that they are entitled, at their request, to have a representative of the Union attend the meeting.

13.04 Personal File

(a) There shall be one (1) official recognized personal file which shall be maintained by the Food Services Department. An employee shall, after making an appointment, be allowed to inspect their personal file during working hours and the employee may be accompanied by a representative of the Union, if the employee so desires.

(b) The employee shall sign the file copy to acknowledge receipt of any disciplinary document. The employee's signature does not necessarily mean agreement with the contents of the documents.

13.05 Right to Union Representation

When an employee is required to attend a meeting with the Employer which concerns a reprimand, written warnings, suspension, or discharge, the Employer shall advise the employee that they have the right to be accompanied by a shop steward or an executive member.

13.06 Justice and Dignity Provisions

If upon investigation, the Employer feels that disciplinary action is necessary, such action shall be taken based on the Collective Agreement. In situations where the Employer is unable to investigate the matter to its satisfaction but feels the employee should be removed from their place of employment, it shall be with pay.

ARTICLE 14 – SENIORITY

NOTE: Transition Agreement should be referenced when interpreting this clause.

14.01 Seniority Defined

- (a) Subject to 14.01 (b) and 14.03, seniority is defined as the length of service, excluding overtime, with the Employer including service with the Employer prior to the date of certification or recognition of the Union, and subject to the provisions of Articles 14.04, 23.03, and 23.10 or any other appropriate articles shall date from the last entry into employment with the Employer. Seniority shall operate on a bargaining unit wide basis.
- (b) Subject of Clause 14.03, seniority for temporary employees is defined as the length of service (excluding overtime) with the Employer, and subject to the provisions of Clauses 14.04, 23.03, and 23.10 or any other appropriate clause, shall operate on a bargaining unit wide basis.
- (c) An employee whose position is negotiated into the bargaining unit by the parties or is included in the bargaining unit by the Labour Relations Board, shall be given seniority equivalent to the length of service with the Employer (inside or outside the bargaining unit) as long as the employee remains in that classification. Should the employee apply for another position within the bargaining unit, then the seniority of that employee shall only be the length of service with the Employer in the bargaining unit.
- (d) The parties agree that seniority shall be based on a number seniority system.

14.02 Seniority Lists

(a) Permanent Employees

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the actual seniority earned by the employee expressed in total hours, years, months, and days. When applying the seniority provisions of the Agreement, date of birth – year, month, day (earliest) will be used to determine preference where seniority entitlements are equal. An up-to-date seniority list based on the number seniority system shall be sent to the Union and posted on all bulletin boards in January of each year.

(b) Temporary Employees

An up-to-date seniority list for temporary employees shall be sent to the Union and posted on all bulletin boards in January and July of each year.

14.03 Probation for Newly Hired Employees

Newly hired employee(s) shall be on a probationary basis for a period indicated in 13.01, and subject to Clause 13.03 (c) shall be entitled to all rights and benefits of this Agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

14.04 Loss of Seniority

An employee shall not lose seniority if the employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- (1) the employee is discharged for just cause and not reinstated,
- (2) the employee resigns in writing and does not withdraw their letter of resignation within seven (7) calendar days of its submission, provided the employee gave notice in accordance with Article 21.04 (b),
- (3) the employee is absent from work in excess of five (5) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible,
- (4) the employee is a permanent or part-time employee who fails to return to work within fourteen (14) calendar days following a lay off and having been notified by traceable mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed in writing of their current address and telephone number. A permanent or part-time employee recalled for employment of short duration at a time when the employee is employed elsewhere, shall not lose their recall rights for their refusal to return to work,
- (5) the employee is laid off for a period longer than two (2) years, or
- (6) the employee is a temporary employee and refuses a recall on three (3) occasions in an eighteen (18) month period to a position on the same pay range level or higher pay range level, if the employee is qualified, unless through sickness or just cause. The current practice at each institution will be maintained.

14.05 (a) Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside the bargaining unit, the employee shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority while outside the unit.

(b) Transfer Back into the Bargaining Unit

No bargaining unit employee shall be laid off as a direct result of a non-bargaining unit employee being placed back into the bargaining unit by the Employer.

14.06 Entry into Permanent Employment by Temporary Employees

Temporary employees who have obtained permanent employment shall be placed on a trial period in accordance with Clause 15.05. If the employee successfully completes their trial period, the employee shall be given credit for all seniority accumulated while employed as a temporary employee.

14.07 Temporary Assignment and Seniority to Non-Bargaining Unit Work

When an employee is temporarily assigned to non-bargaining unit work, the employee shall continue to earn benefits of the Agreement and pay Union dues.

14.08 Seniority for Paid Leave

Employees on any form of paid leave shall be eligible to accumulate service credits for seniority purposes.

14.09 Seniority for Unpaid Leave

Effective July 25, 1994, employees on periods of unpaid leave will accumulate seniority, provided the employee would not have been laid off during the period of unpaid leave. No retroactive application.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

NOTE: Transition Agreement should be referenced when interpreting this clause.

15.01 Job Postings

When a vacancy occurs or a new position is created, including temporary vacancies covering periods in excess of thirteen (13) continuous weeks either inside or outside the bargaining unit, the Employer shall post notices of the positions in accessible places on the Employer's premises for a period of not less than seven (7) calendar days. Copies of all postings are to be supplied concurrently to the Local Union Secretary. Where an Employer has more than one (1) building, the Employer and Union shall agree on the designation of additional bulletin boards for the purpose of this clause.

15.02 Information of Postings

- (a) Notices of new positions or of vacancies shall contain the following: title of position, qualifications; required knowledge and education; skills; wage or salary rate or range; and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state "This position is open to all applicants."
- (b) Notwithstanding clause 4.01 (a) and 15.02 (a), the Employer shall be permitted to hire employees on the basis of a bona fide occupational qualification, if first mutually agreed by the Union. If no mutual agreement can be reached, the matter shall be referred to the Human Rights Commission for resolution before the job is posted.

15.03 Procedure for Filling Vacancies

- (a) No position will be filled from outside the bargaining unit until the applications of the present employees have been fully processed. All Union members with more seniority than the successful applicant who apply for such positions and are unsuccessful shall be provided in writing, upon written request by the Union member, with the reasons for the applicant's failure to acquire the position(s). No position of a permanent nature will be filled by keeping temporary employees on in excess of thirteen (13) weeks without posting the position.
- (b) Where, in the Employer's opinion, a temporary position is expected to exceed a period of thirteen (13) continuous weeks, or where a position exceeds thirteen (13) continuous weeks, such position shall be posted in accordance with clause 15.01.

15.04 Role of Seniority in Promotions and Transfers

- (a) Both parties recognize:
 - (1) the principle of promotion within the service of the Employer,
 - (2) that job opportunity should increase in proportion to the length of service.

Therefore, when a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position on promotion or transfer shall be given preference on a total seniority basis whether temporary or permanent seniority for filling such vacancy, provided that the applicant's

qualifications meet the required standards for the new position.

The successful applicant from within the bargaining unit shall be notified within four (4) weeks of posting.

Any experience gained by a temporary employee while working in a temporary position immediately before that position is posted as a permanent position shall not be the deciding factor in that job competition.

(b) Permanent Employees to Temporary Positions

Subject to the approval of the Employer, a permanent employee who applies for and is accepted for a temporary position in accordance with clause 15.04 (a) may revert to their former position upon completion of the temporary work. The Employer shall notify the employee of its decision before the permanent employee commences the temporary work. Such employee shall maintain their permanent status. Such approval shall not be unreasonably denied.

15.05 Trial Period

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority.

Twelve Hour Shift

The successful applicant shall be placed on trial for a period of three hundred and twenty-five (325) working hours. Conditional on satisfactory service, the Employer shall confirm the employee's appointment after the period of three hundred and twenty-five (325) working hours. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

15.06 Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications but is preparing for such qualifications prior to filling of a vacancy and indicates so on their application. Such employee will be given an opportunity to qualify within a reasonable length of time not exceeding two (2) months and to revert to their former position if the required qualifications are not met within such time.

15.07 Notification of Successful Applicant

Within thirty (30) calendar days of the notification of the successful applicant to a vacant position, the name of the successful applicant shall be posted on all bulletin boards provided for job competitions. The Employer and Union local may agree to the use of an electronic medium for notification of successful applicants, in which case the notification shall be within fourteen (14) calendar days.

15.08 Incapacitated Worker Provision

- (a) An employee who has been incapacitated by illness, injury, compensable occupational disablement, temporary disablement or through advancing years is unable to perform the regular duties of their position, the employee will displace another employee commencing with the most junior employee of all the positions in their classification or another classification in the bargaining unit provided that the employee has sufficient qualifications to perform the work required and provided that the employee being displaced is less senior.
- (b) An employee who is displaced shall displace the most junior employee in the same classification or another classification provided that the employee has sufficient qualifications to do the work required, provided that their hours of work are not changed unless mutually agreed, and provided that the employee being displaced is less senior.
- (c) Any employee who may have their hours of work changed because of this clause shall have the option of taking the change in hours or going on layoff.
- (d) A permanent employee may displace a permanent or temporary employee.
- (e) A temporary employee may displace another temporary employee.
- (f) A permanent employee displacing into a lower paying position shall be "red circled". Red circling shall only apply to a temporary employee who is in a posted position for a minimum of twenty-four (24) consecutive months. Red circling shall remain in effect for the duration of the posted position.
- (g) For all displacements under this clause, there shall be a trial period as outlined in clause 15.05

15.09 On the Job Training

The Employer recognizes the desirability of on-the-job training opportunities for employees and agrees to inaugurate and maintain a program that will provide such training opportunities. Employees participating in such training will maintain their present salary during such periods of training.

15.10 Training Courses

The Employer shall bulletin all in-service training courses for a period of not less than fourteen (14) calendar days. The bulletin shall contain the name and date of the course and where further information can be obtained. In the process of selection of employees of the bargaining unit, the senior permanent employee for whom the course is required shall be given preference provided the employee meets the required qualifications for admission to the course. Seniority shall prevail for any other opening for the course provided the applicants meet the required qualifications for admission to the course.

15.11 Pay During Upgrading

When an employee wishes to upgrade through an Employer approved training course, then with the prior approval of the Employer, education leave may be awarded for such attendance. The duration of and rate of pay or bursary for such leave shall be in accordance with the terms and conditions established by the Employer.

15.12 Assistance for Training

The Employer agrees to give as much assistance as practical to employees who desire further training.

15.13 Changes in Pay on Promotion

Changes in pay rates as a result of promotion shall be effective from the date of promotion as specified in the letter of appointment.

ARTICLE 16 - LAYOFF AND RECALL

NOTE: Transition Agreement should be referenced when interpreting this clause.

16.01 Role of Seniority in Layoff

Both parties recognize that job security shall increase in proportion to the length of service. Therefore, in the event of layoff, the following provisions shall apply:

- (a) Temporary employees shall be laid off before any permanent employees are laid off provided that the permanent employees being retained have sufficient qualifications to perform the work required.
- (b) Temporary employees shall be laid off in the reverse order of seniority in their respective departments provided that those temporary employees being retained have sufficient qualifications to do the work required.
- (c) Permanent employees shall be laid off in the reverse order of seniority provided that those permanent employees being retained have sufficient qualifications to do the work required.
- (d) A permanent employee whose position is affected by the Employer's decision to layoff, shall either accept layoff or displace the most junior permanent employee in their classification or another classification provided that their hours of work are not changed unless mutually agreed. A displaced employee shall displace the most junior permanent employee in another classification provided that the employee has sufficient qualifications to do the work required and provided that their hours of work are not changed unless mutually agreed. An employee displacing into a lower paying position shall maintain their rate of pay and be "red circled".
- (e) Any employee who may have their hours changed because of the layoff procedure shall have the option of taking the change in hours or going on layoff.
- (f) For all displacements under this Clause, there shall be a trial period of two (2) months in accordance with Clause 15.05.
- (g) A permanent employee who bumps into a temporary position shall retain their permanent status. A permanent employee who has the option to bump into a permanent position upon layoff and chooses to bump into a temporary position forfeits their ability to bump into a permanent position in future. A permanent employee may displace a permanent or temporary employee. A temporary employee may only displace another temporary employee.
- (h) Permanent full-time employees who have a reduction in their hours of work shall have access to the layoff provisions of Clause 16.01.

- (i) Notwithstanding Clause 16.01 (c), and with effect from July 25, 1994, permanent employees whose positions are declared redundant and are unable to bump into another position, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment, shall be given notice of termination or pay in lieu of notice of termination.

The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment as per the attached chart in Schedule G. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. The employee affected by notice of termination shall not be subject to the notice period under Article 16.04.

Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly. Employees who are re-employed with any Employer covered by the coalition negotiations shall be required to pay back part of any severance pay/pay in lieu notice they received. The amount they have to pay back shall be based on the length of time they have been out of the employment from the Employer covered by the coalition negotiations. The amount repaid will be based on the net amount received by the employee or the amount paid to a financial institution on behalf of an employee.

16.02 Recall Procedure

For the recall of employees, the following procedure shall apply:

- (a) Permanent employees shall be recalled before temporary employees provided that the permanent employees being recalled have sufficient qualifications to do the work required.
- (b) Permanent employees shall be recalled in order of seniority provided that those permanent employees being recalled have sufficient qualifications to perform the work required.
- (c) Temporary employees, including those on a probationary period, shall be recalled in order of seniority in their respective Departments providing those temporary employees being recalled have sufficient qualifications to do the work required.
- (d) A permanent employee shall be recalled for temporary employment if the permanent employee indicates that the employee is willing to work periods of temporary employment. In such cases the permanent employee will be required to report for work as needed by the Employer. The employee's refusal, unless for illness or other just cause, will mean a loss of recall rights for temporary employment but the employee will maintain their seniority. For such periods of temporary employment, the employee shall earn seniority on a permanent basis. The refusal to return to work is subject to the same understanding as in 14.04 (6).
- (e) It is the responsibility of the employee to keep the Employer informed of their current address and telephone number.
- (f) Temporary employees being recalled to a position with a lower pay range level than previously employed in and who refuse to return to work shall not lose their seniority, but they will forfeit their right to future recall in a position at that lower pay range level.
- (g) Where the Employer has offered a temporary employee a period of employment less than the normal hours of work for the areas and, either prior to or during the period of employment,

the Employer offers additional hours up to the hours normally worked in the area, this shall not be considered as a change of shift as per 17.03 (d). The temporary employee shall have the option to decline the additional hours above those initially offered, subject to the availability of qualified replacement staff and provided the Employer does not incur any additional cost.

16.03 No New Employees

No new employees shall be hired until those laid off have been given an opportunity of recall provided that those recalled have sufficient qualifications to perform the work required.

16.04 Notice of Lay Off

(a) Subject to clauses 16.04(b), 16.04(c), and 16.04(d), unless legislation is more favourable to the employee, the Employer shall notify permanent employees who are to be laid off thirty (30) calendar days prior to the date of layoff.

Permanent employees with five (5) years of service and beyond shall receive an additional one (1) weeks' notice for each year of service. Temporary employees shall receive fourteen (14) calendar days' notice prior to the date of layoff. If the employee has not had an opportunity to work the days as provided in this clause, the employee shall be paid for the days for which work was not made available.

(b) Effective July 25, 1994, notwithstanding (a) above, permanent employees whose positions are declared redundant, or permanent employees who are displaced as a result of bumping and who are unable to bump or unable to be placed in other employment shall be given notice of termination or pay in lieu of notice. The period of notice shall depend upon the employee's age and completed years of continuous service since the last date of employment as per Schedule G. Where an earlier effective date is required, employees shall receive redundancy pay in lieu of notice. Where an employee is eligible to receive severance pay, the notice period and/or the amount of pay in lieu of notice shall be reduced accordingly.

(c) An employee being displaced by a more senior employee shall be deemed to have been given a notice of layoff at the same date that the notice was given to the senior employee.

(d) A temporary employee being displaced by a more senior temporary employee within the Department shall be deemed to have been given notice of layoff by the exercising of the bumping rights by the more senior temporary employee.

(e) No permanent employee shall be laid off by virtue of being displaced by a more senior permanent employee without receiving at least forty-eight (48) hours' notice.

(f) The Employer and the Union may agree upon a time frame for the completion of layoffs. If the Employer and the Union cannot agree, then the following shall apply:

(i) A permanent employee who has been given notice of layoff in accordance with clause 16.04 (a), shall notify the Employer of their intention within forty-eight (48) hours of receiving such notice.

(ii) After the Employer receives the employee's decision under clause 16.04 (f)(i), the Employer shall notify the other affected permanent employee who then shall be deemed to have been given notice of layoff at the same date that the notice was given to the senior

permanent employee.

(iii) Notwithstanding the above, no permanent employee shall be laid off by virtue of being displaced by a more senior permanent employee without at least forty-eight (48) hours' notice.

(g) Permanent employees who have a reduction in their hours of work shall have access to the layoff provisions of clause 16.01.

16.05 Property Destroyed or Damaged

In the event that the Employer's property is damaged or destroyed so that the employees cannot perform their regular work, the Union and the Employer shall agree upon a method to layoff the employees of that particular area. If no agreement can be reached, the general layoff provision of Article 16 shall apply.

16.06 Return of Former Classification

(a) A Permanent employee who changes their classification as a result of layoff shall have the opportunity within twenty-four (24) months, to return to their former classification in their former Departments should a vacancy occur which the Department intends to fill provided they are qualified and able to perform the duties required for the position. Where the benefits of the Agreement are better, the benefit shall be maintained.

(b) No employee shall be permitted to access such a position should the bi-weekly hours of work exceed those of the employee's original position.

ARTICLE 17 - HOURS OF WORK AND WORK SCHEDULE

17.01 Hours of Work

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

(ii) Twelve Hour Shift

The hours of work shall be an average of seventy-five (75) hours a fortnight divided into 11 ¼ hours or a combination of 7 ½ and 11 ¼ hours, exclusive of meal breaks.

(b) On an experimental basis and without committing either party to a permanent change in the existing hours of work, the parties may jointly establish a schedule providing for a compressed work week.

(c) Employees on staff at the signing of this Agreement whose work week and/or workday is less than those specified in Article 17 will not have their hours of work increased during the term of this Agreement.

(d) Hours of Work – Part-time Employees

Part-time employees shall not be scheduled by the Employer for less than three (3) hours in any shift. After their regularly scheduled hours up to equivalent full-time hours, part-time employees shall be paid the sum of thirty (30) cents per hour in addition to their regular hourly rate.

(e) Part-time Employee - Change in Hours of Work

If the hours for the part-time position for which the employee was hired are increased to full time hours, excluding those additional hours outlined in Clause 17.01 (d) and in the letter agreeing that part-time employees may work additional hours for a period of six (6) months or longer, then this position shall be posted in accordance with Article 15. If the part-time employee in the position is unsuccessful in obtaining the full-time position, the employee may be laid off in accordance with Article 16.

17.02 Normal or Average Days per Week

- (a) The normal days of work shall be either five (5) days per week, or four (4) days in one week and six (6) days in the alternate week, or three (3) days in one week and seven (7) days in the alternate week.
- (b) It is agreed that those institutions, which through established institutional policy, currently follow a practice of not scheduling employees in a specific department to work more than five (5) days in a calendar week shall continue this practice for the life of the Agreement.
- (c) Clause 17.02 does not apply to employees working a twelve (12) hour shift schedule.

17.03 Working Schedule

- (a)
 - (i) Days off shall be planned in such a way as to equally distribute weekends off. Employees shall receive a minimum of every third (3rd) weekend off, unless otherwise mutually agreed between the employee and the supervisor. The Employer shall endeavour to grant every second (2nd) weekend off. The weekend off shall mean a Saturday and Sunday immediately following ensuring the employee a minimum of fifty-six (56) hours off duty.
 - (ii) Twelve Hour Shift
Employees shall receive a minimum of two (2) weekends out of every four (4) weekends and the Employer shall endeavour to grant every second (2nd) weekend off unless otherwise agreed by mutual consent. The weekend off shall mean a Saturday and Sunday immediately following ensuring the employee a minimum of fifty-six (56) hours off duty.
- (b) There shall be no split shifts.
- (c) The working schedule of each employee, showing the shifts and day(s) off work, shall be posted in an appropriate place at least two (2) weeks in advance. When an employee's day(s) off are changed or rescheduled within forty-eight (48) hours of the originally scheduled day(s) off, the employee shall be paid double time for hours worked on the originally scheduled day(s) off. This clause shall not apply if the day(s) off are changed at the request of the employee.
- (d) Change of Shift
When an employee's regularly scheduled shift is changed to another shift in that day, the employee shall be given prior notice as follows:
 - (1) twenty-four (24) hours' notice before the originally scheduled shift if the rescheduled shift occurs after the originally scheduled shift.
 - (2) twenty-four (24) hours' notice before the rescheduled shift if the rescheduled shift occurs before the originally scheduled shift.

Should the required notice not be given in accordance with this article, the employee shall be paid at the rate of time and one-half (1 ½) their regular hourly rate for the shift worked. In cases where the employee's regularly scheduled shift is changed, it is the responsibility of the Employer to directly notify the employee affected by the change before the employee reports to work. This clause shall not apply if the change of shift was made at the request of the employee.

17.04 Rest Periods

- (a) An employee shall be permitted a rest period of fifteen (15) consecutive minutes in first half and in the second half of the shift.
- (b) Twelve Hour Shift
An employee shall be permitted a rest period of fifteen (15) consecutive minutes during each third of the shift. The meal period and a rest period may be combined by mutual agreement between the employee and their supervisor.
- (c) Part-time/temporary employees working a minimum three (3) hour shift are entitled to a break of not less than fifteen (15) minutes.

17.05 Day Off

- (a) Days off shall be allocated at the rate of the minimum of two (2) consecutive days off except where mutually agreed between the employee and the supervisor.
- (b) Days off for Employees Working as Temporary Employees
Employees shall be allocated two (2) consecutive days off if any of the following scenarios are met:
 - (i) an employee works three (3) consecutive twelve (12) hour shifts.
 - (ii) An employee, who over a seven (7) day period, works a combination of consecutive shifts consisting of eight (8) hour shifts or shifts of less than eight (8) hour duration.
 - (iii) An employee who works a combination of shifts, which includes at least one (1) shift of greater than eight (8) hour duration, will be scheduled for two (2) consecutive days off once they work thirty-seven and one-half (37.5) hours. Two (2) consecutive days off may be reduced to one (1) day off upon written request of the employee.

17.06 Consecutive Shifts

- (a) No permanent employee shall be compelled to work more than seven (7) consecutive days in a ten (10) day period unless otherwise mutually agreed between the employee and the supervisor.
- (b) No temporary employee shall be compelled to work more than seven (7) consecutive days in a ten (10) day period, unless otherwise mutually agreed between the Union and the Employer.
- (c) Twelve Hour Shift
No employee shall be compelled to work more than three (3) consecutive shifts unless otherwise mutually agreed between the employee and the supervisor.

17.07 Exchange of Shifts

Employees may be permitted to exchange their shifts with an employee in the same classification provided that the employee's supervisor is notified in writing and approves the change in shift.

17.08 Twelve Hour Work Schedule

The Employer and the Union may agree that employees in a particular work area may work a twelve (12) hour shift schedule. The request for a twelve (12) hour shift schedule may come from 100% of the employees in the work area of the Employer and if agreed upon by the parties, all employees in that area shall work a twelve (12) hour shift schedule. This twelve (12) hour shift schedule shall remain in effect in the work area until either of the parties gives the other thirty (30) calendar days' notice of its intention to terminate this Agreement.

ARTICLE 18 - OVERTIME

18.01 Definition of Overtime

(a) Full-time Employees

- (i) Non-shift Workers - All time worked by a full-time employee before or after their regularly scheduled daily or weekly hours shall be considered overtime.
- (ii) Shift Workers - All time worked by a full-time employee before or after their regularly scheduled daily or biweekly hours shall be considered overtime.

(b) Part-time Employees

- (i) Non-shift Workers - All time worked by a part-time employee in excess of equivalent full-time hours on a daily or weekly basis shall be considered overtime.
- (ii) Shift Workers - All time worked by a part-time employee in excess of equivalent full-time hours on a daily or biweekly basis shall be considered overtime.

(c) Temporary Employees

All time worked by temporary employees in excess of equivalent full-time hours on a daily, weekly, or biweekly (depending on temporary employee's work schedule shift or non-shift) basis shall be considered overtime.

(d) Approval of Overtime

All overtime is subject to the prior approval of the Foodservice Director or their designated representative.

- (e) Subject to clause 18.01 (d), overtime shall be calculated in thirty (30) minute intervals.

18.02 Normal Overtime Rate

The normal overtime rate shall be pay or time off at the rate of time and one-half (1 ½).

18.03 Compensation for Work on Paid Holidays not Regularly Scheduled

For hours worked on a holiday when the employee was not regularly scheduled to work, the employee shall be paid in addition to the normal day's pay at the rate of time and one-half (1 ½) their regular hourly rate.

18.04 Meal Periods

- (a) The Employer will endeavour to post the meal period for employees prior to the commencement of the shift but in any event, it shall be posted within the first two (2) hours of the shift.
- (b) During the meal period employees are permitted to leave the premises.
- (c) Employees recalled to work area during meal breaks will be paid at the applicable overtime rate for the period worked. If an employee is not permitted by the Employer to take a meal break during their shift, the employee shall be paid at the rate of time and one-half (1 ½) for that meal period.

18.05 No Lay-off to Compensate for Overtime

An employee shall not be laid off during regular hours to equalize any overtime worked.

18.06 Calculating of Overtime Rates

An employee who is absent on approved time off during their scheduled work week because of sickness, bereavement, holidays, vacation, or other approved leave of absence shall, for the purpose of computing overtime pay, be considered as if the employee had worked during their regular hours during such absence.

18.07 Sharing of Overtime

- (a) The opportunity to work overtime hours and callback shall be divided in a fair and equitable manner among employees who normally work in the work area and are qualified to perform the available work.
- (b) An employee who is unavailable for overtime, unable to accept overtime, or declines overtime shall be considered as having worked the overtime and it shall be recorded as such as per Article 18.07 (c).
- (c) The Employer shall maintain up-to-date records of all overtime hours. For this purpose, the record period shall be the fiscal year unless otherwise mutually agreed between the local Union and the Employer. The records shall be made accessible to employees on a quarterly basis. The number of hours recorded as overtime hours shall be equal to the applicable overtime rate times the hours worked by the employee who accepted the overtime.
- (d) Employees not wishing to work overtime shall put forth their desire by March 1st of the preceding fiscal year. However, should the Employer exhaust the list of those willing to work overtime, all employees shall be required to work.
- (e) Throughout the record period, the Employer will attempt to balance overtime hours equitably. However, should an employee claim the employee has been bypassed on a specific date in the distribution of overtime, and there is a negative difference at the end of the twenty-sixth (26th) pay period of the calendar year between the employee's overtime hours and the average overtime hours within the normal work area, the employee shall be paid an amount equal to the difference, if the difference exceeds three (3) hours. Such an amount owing shall be paid within thirty (30) days of the fiscal year ending.

18.08 Double Shift

An employee shall not be required to work a double shift without their consent.

18.09 Call Back

- (a) An employee who is called into work outside their normal working hours shall be paid a minimum of three (3) hours at the applicable overtime rate.
- (b) An employee shall not receive any payment for transportation expenses where:
 - (i) the employee lives in subsidized accommodations adjacent to the hospital; or
 - (ii) transportation is provided by the Employer.
- (c) Subject to (b) above, when an employee is recalled to work under the conditions described in (a) above, the employee shall be paid the cost of transportation to and from their place of work to a maximum of ten dollars (\$10) (effective July 25, 1994) for each callback or the appropriate kilometer rate.
- (d) In cases where an employee is required to work on a callback beyond 0200 hours and who has not had a sufficient rest period, the employee will be entitled to up to an eight (8) hour rest period without loss of pay before commencing their regular scheduled shift.

18.10 Consecutive Work Premium

- (a) Subject to Article 17.06 (a) and (b), all work performed on the eighth (8th) day and subsequent consecutive days of work shall be paid at double time. This clause shall not apply to those consecutive shifts in excess of seven (7) shifts worked at the request of the employee.
- (b) Subject to Article 17.06, all work performed on the fourth (4th) shift shall be paid for at the rate of time and one half (1 ½) and double time for the fifth (5th) and subsequent consecutive shifts. This clause shall not apply to those consecutive shifts in excess of three (3) shifts worked at the request of the employee.
- (c) Consecutive Work Premium for Employees working as Temporary Employees
 - (i) If a temporary employee works three (3) consecutive twelve (12) hour shifts, all work performed on the fourth (4th) day shall be paid for at the rate of time and one-half (1 ½) and double time for the fifth (5th) and subsequent consecutive days.
 - (ii) If a temporary employee works in excess of seven (7) consecutive days, all work performed on the next and subsequent consecutive days of work shall be paid for at the rate of double time.
 - (iii) If a temporary employee works in excess of the thirty-seven point five (37.5) hours as per 17.05 (b)(iii), all work performed on the next calendar day shall be paid at the rate of time and one-half (1 ½) and double time for subsequent consecutive days.

18.11 Time Off In Lieu of Overtime

Instead of cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a time to be mutually agreed between the employee and their supervisor. The

employee's decision to receive time off must be conveyed to the supervisor within seventy-two (72) hours of the conclusion of the overtime. An employee shall be permitted to accumulate overtime hours to a maximum of seventy-five (75) after which pay out shall occur accordingly for hours in excess of the maximum, the employee shall receive pay at the appropriate overtime rate. With mutual agreement between the employee and their supervisor, the employee may receive time off in lieu.

ARTICLE 19 - SHIFT WORK

19.01 Shift Differential

(a) Shift Differential

A shift differential of two dollars and thirty cents (\$2.30) per hour shall be paid for each hour the employee works between the hours of 1600 on one day and 0800 hours on the following day, excluding those employees working on a recognized day shift.

(b) Saturday and Sunday Differential

A Saturday and Sunday differential of two dollars and fifty-five cents (\$2.55) per hour shall be paid for each hour worked by an employee between the hours of 0001 Saturday and 2400 hours Sunday.

(c) If an employee qualifies for both differentials under (a) and (b) above, the employee shall receive both.

19.02 Rest Between Change of Shifts

(a) Eight Hour Shifts

There shall be at least sixteen (16) hours rest between change of shifts (excluding overtime) unless otherwise agreed to by mutual consent between the employee and the supervisor. Where sixteen (16) hours of rest (excluding overtime) are not provided, the employee shall receive pay at the rate of time and one-half (1 ½) for each hour worked on the scheduled shift which infringes on the sixteen (16) hour rest period.

(b) Twelve Hour Shifts

There shall be at least twelve (12) hours between change of shifts unless otherwise agreed to by mutual consent between the employee and the supervisor. Where twelve (12) hours of rest (excluding overtime) are not provided, the employee shall receive pay at the rate of time and one half (1 ½) for each hour worked on the scheduled shift which infringes on the twelve (12) hour rest period.

(c) Shifts of Less Than Eight Hours

There shall be at least twelve (12) hours between shifts unless otherwise agreed to by mutual consent between the employee and the supervisor.

19.03 Rotation of Shifts

The rotation of shifts shall be carried out in an equitable manner. Each employee shall receive at least seven (7) days of day shift in a month, provided the employee may waive this right.

ARTICLE 20 - HOLIDAYS

20.01 (a) Holidays

(i) Employees shall receive one (1) day's paid leave for each of the nine (9) holidays as follows:

- a) New Year's Day
- b) Good Friday
- c) Commonwealth Day
- d) Memorial Day
- e) Orangemen's Day
- f) Labour Day
- g) Thanksgiving Day
- h) Christmas Day
- i) Boxing Day

(ii) Employees shall receive seven point five (7.5) working hours paid leave for each of the nine (9) holidays as follows:

- a) New Year's Day
- b) Good Friday
- c) Commonwealth Day
- d) Memorial Day
- e) Orangemen's Day
- f) Labour Day
- g) Thanksgiving Day
- h) Christmas Day
- i) Boxing Day

20.02 Compensation for Holidays Falling on Saturday

For the purpose of this Agreement, when any of the aforementioned holidays falls on a Saturday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 20.01 - Holidays. All other employees shall observe the following Monday as the holiday.

20.03 Compensation for Holidays Falling on a Sunday

For the purpose of this Agreement, when any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, shift workers shall observe the day proclaimed as a holiday for calculation of benefits under Article 20.01 - Holidays. All other employees shall observe the following Monday (or Tuesday, where the preceding Clause already applied to Monday) as the holiday.

20.04 Pay for Scheduled Work on Holidays

Employees who are scheduled to work on a designated holiday (clause 20.01) shall be paid at the rate of time and one-half (1 ½) and will be granted another day off within ninety (90) calendar days. If such time off cannot be granted within ninety (90) calendar days, then the employee will receive one (1) day's regular pay in lieu or with mutual agreement between the employee and their supervisor the employee may receive time off in lieu.

20.05 Compensation for Holidays Falling on Scheduled Day Off

When any of the aforementioned holidays (clause 20.01) fall on employee's scheduled day off, the employee shall receive another day off with pay to be taken within one hundred and twenty (120)

calendar days. If such time off cannot be granted within one hundred and twenty (120) calendar days, the employee will be paid one (1) day's regular pay in lieu.

20.06 Compensation for Work Performed on a Holiday Falling on Scheduled Day Off

When a holiday falls on an employee's day off and the employee is required to work on such a holiday, the employee shall receive two (2) hours pay for each hour worked on such a holiday in addition to holiday pay. The time off is to be scheduled at a time to be mutually agreed by the employee and their Supervisor. If at the request of the employee time off in lieu is granted, it shall be on the basis of two (2) hours off for each hour worked in addition to the holiday pay.

20.07 Christmas and New Year's Leave

An employee scheduled to work on Christmas Day shall not be scheduled to work on New Year's Day and shall receive New Year's Eve as a scheduled day off. An employee scheduled to work on New Year's Day shall not be scheduled to work on Christmas Day and Boxing Day and shall receive Christmas Eve as a scheduled day off unless otherwise mutually agreed between the employee and their supervisor. The Employer will not schedule an employee to work two (2) consecutive Christmas Days or New Year's Days.

If an employee is scheduled to work on New Year's Day, the employee shall not be scheduled to work on Christmas Day and the Employer will not schedule the employee to work on Boxing Day of the same year.

20.08 New Holidays

Should any new holidays not routinely scheduled, be specifically proclaimed by the Provincial authorities, it shall be granted to employees within the scope of this Agreement.

20.09 Statutory Holiday During Sick Leave

If an employee is sick on the day that the statutory holiday is designated, the employee shall be charged for the statutory holiday and there shall be no deduction from the employee's sick leave.

20.10 Payment for Holidays While on Layoff/Leave of Absence Without Pay

Holidays, as outlined in Clause 20.01 shall not be paid to an employee if the holiday occurs while the employee is on layoff status unless the employee has worked thirty-seven and one-half (37 ½) hours or more in the pay period. No employee will be laid off for the purpose of avoiding payment of a statutory holiday.

ARTICLE 21 - VACATIONS

21.01 (a) Length of Vacation

An employee shall receive an annual vacation with pay in accordance with their years of employment as follows:

- (i) less than one (1) year at the rate of one and two-thirds (1 2/3) days for each month of service.
- (ii) one (1) year up to ten (10) years of service, four (4) weeks.
- (iii) more than ten (10) years of service but less than twenty-five (25) years, five (5) weeks.
- (iv) more than twenty-five (25) years of service, six (6) weeks.

Twelve Hour Shift

An employee shall receive vacation with pay in accordance with their years of employment as follows:

- (i) Less than one thousand nine hundred and fifty (1950) hours – twelve point five (12.5) working hours for each one hundred and sixty-two point five (162.5) hours of service.
- (ii) One thousand nine hundred and fifty (1950) hours up to nineteen thousand five hundred (19,500) hours – one hundred and fifty (150) working hours.
- (iii) Nineteen thousand five hundred (19,500) hours but less than forty-eight thousand seven hundred and fifty (48,750) hours – one hundred and eighty-seven point five (187.5) working hours.
- (iv) More than forty-eight thousand seven hundred and fifty (48,750) hours – two hundred and twenty-five (225) working hours.
- (v) The minimum period of annual leave that can be taken is one (1) hour.

(b) Calculation of Length of Vacation

For the purpose of calculation of length of annual vacation with pay, it is agreed that an employee's service will be that service performed in the twelve (12) month period currently used by institutions for such calculation. It is understood that this period may vary between institutions (e.g. January 1 - December 31, April 1 - March 31, July 1 - June 30), and that no institution will change its currently accepted accumulation period without prior discussion with the Union.

- (c) When an employee becomes eligible for a greater amount of annual vacation, the employee may be allowed in the year in which the change occurs, a portion of the additional leave for which the employee has become eligible, based on the ratio of the unexpired portion of the year to twelve (12) months computed in full working days.

21.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, the employee shall be allowed an additional vacation day with pay at a time to be mutually agreed between the employee and their Supervisor.

21.03 Calculation of Vacation Pay

Vacation Pay shall be at the rate effective immediately prior to the vacation period. However, should any salary increase become effective during the employee's vacation period, the employee shall receive the benefit of such increase from the effective date.

21.04 (a) Vacation Pay on Termination or Retirement

An employee terminating their employment at any time in their vacation year, before the employee has their vacation, shall be entitled to an equivalent payment of salary or wages in lieu of such vacation at termination, provided that the employee gives proper notice of termination. In the event that proper notification of termination is not given, payment will be made at the earliest possible date, but in any event, no later than the second payday following the date of termination.

(b) Period of Notice

Employees shall give the Employer fourteen (14) calendar days' notice of intention to terminate their employment. The period of notice may be reduced or eliminated by mutual

consent. Vacation leave shall not be used as any of the period of notice referred to in this Article.

21.05 Selection of Vacation Dates

Employees in the department, in consultation with their supervisor, shall determine the method of selecting vacation dates. In the event that majority agreement cannot be reached, preference in vacations shall be regulated according to a rotation plan. The initial placing of employees in the rotation plan will be in accordance with seniority; thereafter, the rotation will proceed without regard to seniority. If seniority is to be used as the method of selecting vacations, bargaining unit seniority shall be used.

21.06 Vacation Schedule

- (a) Notwithstanding clause 21.05 for those employees who advise the Employer by April 15th of the date of their vacation preference, their vacation schedule shall be posted by May 1st and shall not be changed unless mutually agreed upon by the employee and the Employer. Vacation shall commence immediately following an employee's regularly scheduled days off. For those employees who do not indicate a preference, in writing, by April 15th, they shall receive vacation based on the vacation time available.
- (b) Vacation for the purpose of this Article shall include all current, accumulated, and accrued vacation leave.
- (c) Summer Vacation Period
Summer primetime vacation period shall be from June 15th to September 15th.

21.07 Carry Forward of Vacation

- (a) An employee may carry forward to another year any proportion of annual leave not taken by them in previous years until by so doing, the employee has accumulated a maximum of:
 - (i) One hundred and fifty (150) working hours annual leave, if the employee is eligible for one hundred and fifty (150) working hours in any year.
 - (ii) One hundred and eighty-seven point five (187.5) working hours annual leave, if the employee is eligible for one hundred and eighty-seven point five (187.5) working hours in any year.
 - (iii) Two hundred and twenty-five (225) working hours annual leave, if the employee is eligible for two hundred and twenty-five (225) hours in any year.
 - (iv) Employees who are prohibited from taking annual leave because of operational requirements shall be allowed to carry forward vacation up to two (2) years.

Employees who are prohibited from taking annual leave because of Workers' Compensation benefits or extended sick leave shall be allowed to carry forward additional days.

(b) Twelve Hour Shift

An employee may carry forward to another year any proportion of annual leave if the employee has not taken it in previous years until, by so doing, the employee has accumulated a maximum of:

- (i) one hundred and fifty (150) hours annual leave, if the employee is eligible for one hundred and fifty (150) hours or less.
- (ii) one hundred and eighty-seven point five (187.5) hours annual leave, if the employee is eligible for one hundred and eighty-seven point five (187.5) hours of annual leave in any year.
- (iii) two hundred and twenty-five (225) hours annual leave, if the employee is eligible for two hundred and twenty-five (225) hours annual leave in any year.
- (iv) Employees who are prohibited from taking annual leave because of operational requirements shall be allowed to carry forward vacation up to two (2) years.

Employees who are prohibited from taking annual leave because of Workers' Compensation or extended sick leave shall be allowed to carry forward additional hours.

21.08 Anticipated Vacation

An employee with more than sixty (60) calendar days' service may anticipate their vacation to the end of the current vacation period as stipulated in 21.01 (b). An employee who on resignation has a debit balance of vacation leave will have the value of this vacation deducted from their final pay cheque.

21.09 Overtime Vacation Rate

When an employee is required to work during their vacation, the employee shall receive pay at the rate of double time. Hours worked while on vacation shall not be deducted from the employee's vacation credits.

21.10 Substitution for Vacation

- (a) An employee who qualifies for sick leave under Article 22 while on vacation may change the status of their leave to sick leave effective the date of notification to the Employer. The employee shall submit on their return to duty a certificate stating the total period during which the employee qualified for sick leave.
- (b) In the case of an employee who is admitted to hospital while on vacation, the employee may change the status of their leave to sick leave with effect from the date the employee was admitted to hospital.
- (c) An employee who, while on vacation qualified for bereavement leave, shall be credited the appropriate number of days to vacation leave.
- (d) The period of vacation so displaced in Clause 21.10 (a), 21.10 (b), and 21.10 (c) shall be reinstated for use at a later date to be mutually agreed.

21.11 Accumulation of Vacation Leave While on Sick Leave, Etc.

Except in the case of extended illness immediately prior to the usual retirement period, an employee shall be eligible to accumulate vacation credit(s) while on sick leave or any other paid leave.

21.12 Vacation Leave During Special Leave Without Pay

An employee on special leave without pay in excess of twenty (20) days in total in the calendar year, shall not accumulate vacation leave during such period of special leave without pay.

21.13 Annual Leave of Short Duration

Employees shall be permitted to take annual leave of short duration if requested and approved by the Employer. Such requests should be made at least forty-eight (48) hours prior to the vacation day requested off. Such requests will not be unreasonably denied.

21.14 Unused Vacation Paid to Estate

Any earned but unused vacation of a deceased employee shall be paid to such employee's estate.

21.15 Vacation Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who is paid full salary or wages in respect of fifty (50) percent or more of the days in the first or last calendar month of their service shall, in each case, be deemed to have had a month of service.

ARTICLE 22 - SICK LEAVE

22.01 Sick Leave Defined

Sick leave means a period of time that an employee has been permitted to be absent from work without loss of pay by virtue of being sick, disabled, quarantined or because of an accident for which compensation is not payable under the Workers' Compensation Act.

22.02 Annual Paid Sick Leave

- (a)
- (i) An employee is eligible to accumulate sick leave with full pay at the rate of two (2) days for each month of service.
 - (ii) Notwithstanding Clause 22.02 (a)(i), an employee hired after May 4, 2004, is eligible to accumulate sick leave with full pay at the rate of one (1) day for each month of service.
 - (iii) The maximum number of days of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed four hundred and eighty (480) days.
 - (iv) Notwithstanding Clause 22.02 (a)(iii), the maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004, during any consecutive twenty (20) year period of service shall not exceed two hundred and forty (240) days.

(b) Twelve Hour Shifts

- (i) An employee is eligible to accumulate sick leave with full pay at a rate of fifteen (15) working hours for each one hundred and sixty-two point five (162.5) hours of service.
- (ii) Notwithstanding Clause 22.02 (b)(i), an employee hired after May 4, 2004, is eligible to accumulate sick leave with full pay at a rate of seven point five (7.5) working hours for each one hundred and sixty-two point five (162.5) hours of service.
- (iii) The maximum amount of sick leave which may be awarded to an employee during any consecutive twenty (20) year period of service shall not exceed thirty-six hundred (3600) working hours.
- (iv) Notwithstanding Clause 22.02 (b)(iii), the maximum number of days of sick leave which may be awarded to an employee hired after May 4, 2004, during any consecutive twenty (20) year period of service shall not exceed eighteen hundred (1800) hours.

22.03 Deductions from Sick Leave

Subject to 22.02 above, a deduction shall be made from accumulated sick leave of all working hours absent for sick leave.

22.04 Proof of Illness

- (a) Before receiving sick leave with full pay, an employee may be required to produce a medical certificate for an illness in excess of two (2) consecutive working days. In cases of suspected abuse shown by an established pattern of sickness, the Employer reserves the right to request a medical certificate for any period of illness.
- (b) An employee shall have the option of being attended by a doctor of their choice and under no circumstances will an employee be penalized in any way by the Employer for exercising their option of being attended by their personal physician.
- (c) There may be cases where an employee has an ongoing medical condition where they foresee a use of sick days beyond the number of days allowed before a medical certificate is required. In an effort to minimize the number of medical certificates required, employees with ongoing medical conditions are permitted to submit a medical certificate at the beginning of each calendar year outlining that they have an ongoing medical condition.

If the Employer is satisfied with the medical certificate, the employee does not have to provide a medical certificate for each subsequent day of illness related to the ongoing medical condition for the remainder of the calendar year.

22.05 Sick Leave During Leave of Absence and Lay-off

- (a) When an employee is given paid vacation or special paid leave of absence, the employee shall receive sick leave credit for the period of such absence on their return to work.
- (b) When an employee is on Workers' Compensation the employee shall receive sick leave credit for the period of such absence on their return to work if the employee is cut-off Workers' Compensation for non-compliance with the requirements of the Workers' Compensation Commission.
- (c) When an employee is on Workers' Compensation and their claim ends for other than non-compliance, the employee shall be eligible to proceed from Workers' Compensation to sick leave (including any sick leave earned while on Workers' Compensation) provided that the employee provides a medical certificate showing their inability to report to work.
- (d) When an employee is laid off on account of lack of work, the employee shall not receive sick leave credits for the period of such absence but shall retain their accumulative credit, if any, existing at the time of such layoff.

22.06 Extension of Sick Leave

- (a) (i) An employee with more than five (5) years of service who has exhausted their sick leave credits may be allowed in the event of illness, in excess of fifteen (15) days, an extension of their sick leave to a maximum of fifteen (15) working days. This sick leave extension shall be repaid by the employee upon their return to duty from their normal monthly accumulation.
- (ii) Twelve Hour Shift
An employee with more than five (5) years of service who has exhausted their sick leave credits may be allowed in the event of illness, in excess of one hundred and twelve point five (112.5) working hours, an extension of their sick leave to a maximum of one hundred

and twelve point five (112.5) working hours. This sick leave extension shall be repaid by the employee upon their return to duty from their normal hourly accumulation.

- (b) When an employee has used the maximum amount of sick leave which may be awarded to them in accordance with this Agreement, the employee may elect, if the employee is still unfit to return to duty, to proceed on annual leave, including current and accumulated leave, if the employee is eligible to receive such leave and if not, on special leave without pay to a maximum of one (1) continuous year unless a longer period is mutually agreed upon between the employee and the Employer. Medical certificates shall be submitted as required by the Employer.
- (c) While on special unpaid leave for sickness, the employee shall continue to accumulate seniority.

22.07 Sick Leave Records

In January of each year, the Employer shall provide each employee a copy of their sick leave accrued to their credit and the number of days and/or hours of sick leave taken by the employee from January 1st to December 31st of the previous year.

22.08 Injured on Duty

An employee who is injured during working hours and is required to leave for treatment or sent home for such injury, shall receive payment for the remainder of the shift or workday at their regular rate of pay without deduction from sick leave, provided that a medical practitioner, the staff health officer, or the nurse-in-charge states that the employee is unfit for further work.

22.09 Disability Retirement

- (a) Subject to Clause 22.06 (b), if it appears, in the opinion of a medical doctor, that it is unlikely that the employee will be able to return to duty after the expiration of their accumulated sick leave, the employee may be retired effective when their accumulated sick leave has expired or at retirement age, whichever occurs first. If the employee is to be retired, the employee shall receive such pension award as they may be eligible to receive.
- (b) Employees unable to perform their duty because of medical reasons will be entitled to use all their accumulated sick leave and be entitled to special unpaid leave as outlined in Clause 22.06 (b) before being pensioned or terminated.

22.10 Sick Leave During Special Leave Without Pay

- (a) An employee on special leave without pay in excess of twenty (20) days in total in the calendar year, shall not accumulate sick leave during such period of special leave without pay.
- (b) Twelve Hour Shift
An employee on special leave without pay in excess of one hundred and fifty (150) working hours in total in the calendar year, shall not accumulate sick leave during such period of special leave without pay.

22.11 Sick Leave for Temporary Employees

- (a) A temporary employee shall not receive sick leave if the temporary employee refuses recall from layoff due to illness, but the temporary employee shall earn service for seniority purposes only for the time that they did not report for work because of illness. Sick leave may

only be awarded to a temporary employee who commences work and subsequently qualifies for sick leave under this Article. The temporary employee who refused recall due to illness shall report to work in accordance with Article 16 after their illness providing work is still available and providing the temporary employee gives the Employer reasonable notice.

- (b) Temporary employees shall be eligible for sick leave benefits for shifts the employee would have been recalled to during periods of hospitalization upon proof of admission and discharge.
- (c) Post discharge from the hospital, temporary employees, who are unable to return to work and are under the medical care of a physician as a direct result of the medical condition for which the employee was hospitalized, shall be entitled to access accumulated sick leave benefits for any shifts the employee would have been recalled to a maximum of one hundred and fifty (150) hours.
- (d) Sick leave approval under this clause shall be subject to the provision of medical documentation acceptable to the Employer.
- (e) Sick leave under this clause should be deducted from the employee's bank on an hour for hour basis.

22.12 Sick Leave for Preventative Medical and Dental Care

Employees may be allowed to take sick leave in order to engage in personal preventative medical and dental care. The employee shall be required to show proof of having received such care. The employee must endeavour, to a reasonable extent, to schedule preventative medical and dental care during off duty hours. Employees shall provide a minimum of forty-eight (48) hours advanced notice of their appointment, except in extenuating circumstances. Leave under this clause shall be deducted in accordance with Clause 22.03.

22.13 Sick Leave Credits for the First and Last Month of Employment

For the purpose of this Article, an employee who receives full salary or wages in respect of fifty percent (50%) or more of the days in the first or last calendar month of the employee's service computed in full or half (½) days shall, in each case, be deemed to have had a month of service.

22.14 Gambling, Alcoholism and Drug Dependency

The Union and the Employer shall cooperate in encouraging employees who seek to undergo a recognized program of rehabilitation for their gambling, alcoholism, or drug dependency.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Negotiation Pay Provision

Representatives of the Union shall not suffer any loss of pay or accumulative benefits for total time spent in negotiations with the Employer.

23.02 Leave of Absence for Union Business

Upon written request by the Union to the Administrator and with the approval in writing of the Administrator, leave with pay shall be awarded as follows:

- (a) (i) For an employee who is a member of the Provincial Executive, or an elected delegate, and who is required to attend the Convention of the Canadian Union of Public Employees

(Newfoundland Division) or the Convention of the Newfoundland Federation of Labour, leave with pay not exceeding twenty-two point five (22.5) hours in any one year for each of the above Conventions.

- (ii) For an employee who is a member of the Provincial Executive of the Union and who is required to attend Executive Meetings of the Provincial Executive, leave with pay not exceeding thirty-seven point five (37.5) hours in any one year.
- (iii) For an employee who is a member of the National and/or Provincial Executive or an elected delegate, who may wish to attend the National Convention of the Canadian Union of Public Employees and the Convention of the Canadian Labour Congress, leave with pay not exceeding thirty-seven point five (37.5) hours in any one (1) year; no more than two (2) employees at one time from each facility.
- (iv) Leave with pay shall be granted to an employee to attend educational seminars, provided that the total leave with pay granted under this clause in any one year shall not in any event exceed that number of hours which is obtained by multiplying the number of shop stewards in the bargaining unit by seven point five (7.5) hours.

Additional leave without pay for the purpose of attending to Union business may be granted by the Administrator on request.

(b) Twelve Hour Shift

Upon written request by the Union to the Foodservice Director and with the approval in writing of the Foodservice Director, leave with pay shall be awarded as follows:

- (i) For an employee who is a member of the Provincial Executive, or an elected delegate, and who is required to attend the Convention of the Canadian Union of Public Employees (Newfoundland Division) or the Convention of the Newfoundland Federation of Labour, leave with pay not exceeding twenty-two point five (22.5) hours in any one year for each of the above Conventions.
- (ii) For an employee who is a member of the Provincial Executive of the Union and who is required to attend Executive Meetings of the Provincial Executive, leave with pay not exceeding thirty-seven point five (37.5) hours in any one year.
- (iii) For an employee who is a member of the National and/or Provincial Executive or an elected delegate, who may wish to attend the National Convention of the Canadian Union of Public Employees and the Convention of the Canadian Labour Congress, leave with pay not exceeding thirty-seven point five (37.5) hours in any one (1) year; no more than two (2) employees at one time from each hospital.
- (iv) Leave with pay shall be granted to an employee to attend educational seminars, provided that the total leave with pay granted under this clause in any one year shall not in any event exceed that number of hours which is obtained by multiplying the number of shop stewards in the bargaining unit by seven point five (7.5) hours.

Additional leave without pay for the purpose of attending to Union business may be granted by the Foodservice Director on request.

23.03 Leave of Absence for Full-time Union Representative

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without loss of seniority for a minimum of three (3) months to a maximum of thirty-six (36) months. Such leave shall be renewed each year, on request, during their term of office. Such employee shall receive their pay and benefits as provided for in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

23.04 Paid Bereavement Leave

Subject to Clause 23.04 (c), an employee shall be entitled to bereavement leave with pay as follows:

- (a) In the case of the death of an employee's mother, father, brother, sister, child, spouse, same sex spouse, legal guardian, common-law spouse, grandmother, grandfather, grandchild, mother-in-law, father-in-law, children-in-law, or near relative living in the same household, three (3) consecutive days.
- (b) In the case of the death of an employee's siblings-in-law, aunt, or uncle, one (1) day.
- (c) If the death of a relative referred to in Clause 23.04 (a) occurs outside the province, the employee may be granted leave with pay not exceeding four (4) consecutive days for the purpose of attending the funeral.
- (d) In cases where extraordinary circumstances prevail, the Employer at their discretion, may grant special leave with pay for bereavement up to a maximum of two (2) days in addition to that provided in Clauses 23.04 (a), (b), and (c).

23.05 Family Leave

- (a) A full-time permanent employee shall be awarded fifteen (15) hours paid family responsibility leave in the calendar year. This leave shall be utilized for the following:
 - (i) attend to the temporary care of a sick family member,
 - (ii) attend to the needs related to the birth of the employee's child,
 - (iii) accompany a family member on a medical or dental appointment,
 - (iv) attend to meetings with school authorities,
 - (v) attend to the needs related to the adoption of a child,
 - (vi) attend to needs related to home or family emergencies.
- (b) In order to qualify for family responsibility leave, the employee shall provide as much notice as is reasonably possible.
- (c) Employees shall not be permitted to change any other leave to family responsibility leave but shall be entitled to change family responsibility leave to bereavement leave.
- (d) Part-time and temporary employees shall have this benefit prorated based on hours worked in the previous calendar year, based on the twenty-sixth (26th) pay period.
- (e) A temporary employee shall be granted family leave for the period for which the employee was recalled.

- (f) Any remaining balance shall be paid to the employee in the first pay period in the following year.

23.06 Maternity Leave/Adoption Leave/Parental Leave

- (a) Commencement of Maternity/Adoption/Parental Leave

An employee shall be permitted to commence maternity leave at the beginning of their sixth (6th) month of pregnancy. Adoption leave may be granted to an employee who legally adopts a child and upon presentation of proof of adoption. The maximum maternity/adoption/parental leave allowed under this clause shall be fifty-two (52) weeks in total. However, the Employer may grant leave without pay in instances where the employee is unable to return to duty after the expiration of this leave, and upon production of medical documentation.

- (b) Protection of Position and Benefits

The employee shall resume their former position and salary upon return from maternity leave, with no loss of accrued benefits.

- (c) Procedure for Return to Duty

The employee may return to duty after two (2) weeks' notice of their intention to do so on the production of a certificate of fitness from their physician. An employee may return to duty from Adoption/Parental leave after giving the Employer two (2) weeks' notice of their intention to do so.

- (d) Illness Associated with Pregnancy

An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy before commencing maternity leave or birth of the child, whichever occurs first.

- (e) Benefits on Maternity/Adoption/Parental Leave

- (i) Effective July 25, 1994, while on maternity/adoption/parental leave, employees shall continue to accumulate service for seniority and annual leave purposes only (no retroactive application on annual leave). Maternity/adoption/parental leave up to seventy-eight (78) weeks shall be counted as service for the purpose of step progression and severance pay.

- (ii) Employees on maternity/adoption/parental leave have the option of continuing to pay their portion of the group insurance plan premiums to a maximum of seventy-eight (78) weeks. Where the employee opts to continue to pay premiums and provides the Employer with written notice, the Employer will also pay its share of the premiums.

- (f) Upon written request to the Employer from the employee who is on maternity/adoption/parental leave, job postings shall be forwarded to the employee.

- (g) The Employer will endeavour to provide childcare services to its employees wherever possible.

- (h) Pregnant employees shall not be required by the Employer to be in contact with patients who have a contagious disease, which may put their unborn child at risk.

23.07 Paid Jury, Court Witness or Jury Selection Leave

- (a) The Employer shall grant leave of absence without loss of pay, seniority, or accumulative benefits to an employee who serves as juror, witness in any court, or who is required to attend jury selection. The employee will present proof that the employee attended as juror, witness in court, or for the purpose of jury selection. Any remuneration the employee receives from the courts shall be over and above their pay and benefits from the Employer.
- (b) If an employee is required to be in Court in any matter arising out of their employment with the Employer, during their regular shift, on their scheduled day off or after their regular shift, the employee shall be considered as working for the Employer. This clause will not apply if an employee is charged with an offence.

23.08 Education Leave

- (a) An employee who is upgrading their employment qualifications through an Employer approved upgrading course shall be entitled to leave of absence without loss of pay and benefits to write examinations required by such course.
- (b) Subject to operational requirements and availability of qualified replacement staff, an employee shall be granted unpaid educational leave of the amount requested not exceeding two (2) years unless mutually agreed between the employee and the Employer. The employee shall not accrue any benefits of the Collective Agreement, except service for seniority.

23.09 General Leave

With the approval of the Employer, an employee may be granted leave of absence without pay and without loss of seniority, provided that the employee has no current or accumulated annual leave available to them.

23.10 Medical Care Leave

Employees may be allowed to take sick leave in order to engage in personal preventative medical and dental care. The employee shall be required to show proof of having received such care. Leave under this Clause shall be deducted in accordance with Clause 22.03.

23.11 Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, the Employer will agree to make provisions in contracts for one (1) month of unpaid leave while granting service credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken consecutively but cannot be taken in increments of less than two (2) days at a time.

23.12 Extended Unpaid Leave

- (a) Upon written request, a permanent employee who has completed three thousand nine hundred (3,900) hours of service shall be granted unpaid leave to a maximum of twelve (12) months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave for each three thousand nine hundred (3,900) hours of service with the understanding that no employee can have more than twelve (12) consecutive months of unpaid leave at any one time. While on such leave, employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this clause is eight (8) weeks.

An employee will not be granted extended unpaid leave to take another position with the same Employer whether inside or outside a bargaining unit.

(b) Compassionate Care Leave

In accordance with Human Resources and Social Development Canada, Employment Insurance Program for Compassionate Care Benefits, the Employer shall grant the employee compassionate leave without pay for up to a period of twenty-six (26) weeks in order to care for a gravely ill family member as defined by Social Development Canada.

- (i) An employee may return to duty after giving their Employer two (2) weeks' notice of their intention to do so.
- (ii) The employee shall resume their former position and salary upon return from leave with no loss of accrued benefits. If their position no longer exists, the employee shall return to a position for which they are qualified consistent with the seniority provisions of this Agreement.
- (iii) Periods of leave under this clause shall count for severance pay, seniority, annual leave and awarding of increments.

Employees on leave under this clause who are part of the Group Insurance Plan and /or the Pension Plan may be permitted to continue to participate under the employee's current cost sharing arrangement.

23.13 Domestic Violence Leave

An employee shall be granted leave with pay, not exceeding three (3) days in the aggregate in a calendar year, where the employee or a person whom the employee is a parent or caregiver has been directly or indirectly subjected to, a victim of, impacted or seriously affected by family violence or witnessed family violence by:

- (a) A person who is or has been a family member,
- (b) A person who is or has been in an intimate relationship or who is living or has lived with the employee,
- (c) A person who is the parent of a child with the employee, or
- (d) A person who is or has been a caregiver to the employee.

Confidentiality

All personal information concerning domestic violence will be kept confidential in compliance with relevant Legislation. An employee who wishes to take a leave of absence under this Clause may be required to provide the Employer with reasonable verification of the necessity of the leave.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Availability of Salary Cheques

- (a) It is agreed that all employees shall be paid every two (2) weeks. Overtime pay will be included in the regular pay cheque for the pay period next succeeding the pay period during which the overtime was earned. On each payday, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.
- (b) Salary cheques will be available on payday at 0800 hours for those employees scheduled to

work on the previous 0001 and 0800 hours shifts and cheques will be available prior to 0001 hours on payday for those employees who worked the previous 1600 hours to 2400 hours shift.

24.02 Pay on Temporary Transfer to Higher Positions

(a) (i) An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotional procedure provided that the employee fills the position for one or more consecutive working days.

(ii) Twelve Hour Shift

An employee who is temporarily assigned by the Employer to a position for which a higher rate of pay is applicable will receive the salary rate for the assigned position in accordance with the promotional procedure provided that the employee fills the position for seven point five (7.5) or more consecutive working hours.

(b) Transfer within the bargaining unit shall be on the basis of seniority where ability and qualifications are equal.

24.03 Pay on Temporary Transfer, Lower Rated Job

When an employee is assigned to a position paying a lower rate, the employee's rate shall not be reduced.

24.04 Vacation Pay

An employee with more than one (1) year of service or an employee who has earned at least two (2) weeks' vacation, upon giving at least two (2) weeks' notice prior to the payday preceding the office day on which the employee wishes to receive their advance payment, shall receive prior to commencement of their annual vacation any regular pay cheque(s) which may fall due during their vacation.

24.05 Transportation

(a) When, in the course of duty, an employee is required to travel on the Employer's business, transportation shall be provided by the Employer, or with the approval of the Employer, the employee may be permitted to use their own vehicle and be reimbursed at the rate of thirty-one point five (31.5) cents per kilometer effective April 1, 2001. Employees have the right to refuse to utilize their own cars for Employer business.

(b) Payment for the use of private vehicles on the Employer's business shall be limited to the kilometer rate specified herein. The Employer assumes no liability for damage or other expenses arising as a result of the use of private vehicles.

(c) If an employee is required to travel on the Employer's business, then the employee shall be compensated for their transportation subject to 24.05 (a), and their lodging shall be paid by the Employer upon presentation of suitable receipts.

(d) The per diem meal rate shall be:

(i) Thirty-six dollars and fifty cents (\$36.50) (\$7.30 - breakfast; \$10.95 - lunch; \$18.25 - dinner) per day for the Island and Labrador.

(ii) For travel outside the province, forty-three dollars (\$43.00) per day in Canada.

- (iii) Forty-three dollars (\$43.00 US) per day for the US.
- (iv) Forty-eight dollars (\$48.00) per day for all other travel.

- (e) An employee shall be entitled to one five (5) minute person to person telephone call for each night of overnight travel.
- (f) An employee is entitled to claim an incidental expense for each night on overnight travel status of five dollars (\$5.00) per night.

If the Government increases the Kilometer or meal rate, the rate will be increased for employees covered by this Agreement.

24.06 Promotion Procedure

When an employee is promoted, their salary shall be established at a step in the new pay range which gives the employee at least five percent (5%) on their existing salary or the top of the new pay range whichever is lower.

24.07 Demotion Procedure

(a) When an employee is involuntarily demoted, their salary will be established at a step in the new pay range equivalent to their current salary. If the employee's current salary falls between two (2) steps, they shall be adjusted to the higher of the two (2). If the employee's current salary exceeds the top of the new pay range, the employee's salary shall be maintained.

(b) Voluntary Demotion

When an employee is voluntarily demoted, their salary shall be established at a step in the new pay range equivalent to their existing salary. If the employee's present salary falls between two (2) steps, they will be adjusted to the lower of the two (2). If the employee's current salary exceeds the top of the salary range the employee shall be adjusted to the highest step in the pay range.

24.08 On-Call Provisions

- (a) Standby means any period of time during which, on the instructions of the Employer, an employee is required to be available for recall to work.
- (b) An employee required to perform standby duty shall be paid six dollars and ninety cents (\$6.90) for each eight (8) hour shift of standby.
- (c) When a standby is required on a statutory holiday, the rate of compensation shall be nine dollars and ten cents (\$9.10) for each eight (8) hour shift of standby.
- (d) (i) Twelve Hour Shift
An employee required to perform standby duty shall be paid ten dollars and thirty-five cents (\$10.35) for each twelve (12) hour shift of standby.
(ii) When a standby is required on a statutory holiday, the rate of compensation shall be thirteen dollars and sixty-five cents (\$13.65) for each twelve (12) hour shift of standby.
- (e) No compensation shall be granted for the total period of standby duty if the employee does not report for work when required.

- (f) On-call duty shall be equally divided among qualified employees.

ARTICLE 25 - GENERAL INTERPRETATION

25.01 Plural Terms May Apply

Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party of parties hereto so require.

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 Group Life and Extended Health Benefits Plan

- (a) The plan presently in effect shall remain in effect during the term of this Agreement.
- (b) While an employee is in receipt of wages from the Employer, the Employer will pay fifty percent (50%) of the premiums of the Plan and the employee will pay fifty percent (50%).
- (c) When an employee is on extended leave without pay, then the employee may pay the full premium in order to maintain coverage while on such leave.
- (d) A summary of the general provisions and benefits of the Plan is appended to the Agreement as Schedule "B".
- (e) Employer maintains payment of Employer premiums, as long as the employee maintains their premium payments, while the employee is on maternity/adoption/parental leave for a maximum of seventy-eight (78) weeks.
- (f) Effective April 1, 2002, all temporary employees with six (6) months accumulated service will be entitled to participate in the current Plan.

26.02 Workers' Compensation

- (a) All employees shall be covered by the Workplace Health, Safety and Compensation Act. Pending the settlement of an insurable claim, the employee shall receive salary calculated as if the Workplace Health, Safety and Compensation Commission were to accept the claim and the employee shall continue to receive full benefits of this Agreement. Payment under this clause shall not be deducted from an employee's accumulated sick leave credits. If the claim is denied by the Commission, the necessary adjustments shall be made.

For the purpose of this clause, the employees net pay shall be calculated on the basis of the total average earnings as calculated by the Workplace Health, Safety and Compensation Commission.

- (b) Pension credit and group insurance coverage to continue on the basis of the pre-injury salary including salary adjustments for step progression or pay increases during the period of temporary absence, subject to payment of appropriate premiums based on the pre-injury salary rate or adjusted rate because of step progression or pay increases, provided this proposal reflects the current practice and does not violate the Workplace Health, Safety and Compensation Act.
- (c) It is understood and agreed by the parties to this Collective Agreement that an employee who is approved for full extended earnings loss (EEL) benefits from the Workplace Health, Safety and Compensation Commission after the date of signing of this Agreement shall no longer accumulate benefits under this Agreement but shall have their position with the Employer protected for two (2) calendar years following the date of such approval, immediately following

which their employment shall be terminated, subject to the Human Rights Act.

ARTICLE 27 - TECHNOLOGICAL CHANGE

27.01 Advance Notice

Before the introduction of any technological change or new method of operation which affects the rights of employees, conditions of employment, wage rate or workloads, the Employer shall notify the Union of the proposed change.

27.02 Consultation

Any such change shall be made only after the Union and the Employer have discussed the matter. The discussion shall take place within twenty-one (21) days of the Employer's notification to the Union.

27.03 Attrition Arrangement

No employee will be laid off because of technological change or new method of operation unless such employee refuses, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required by the technological change or new method of operation.

27.04 Income Protection

An employee who is displaced from their job by virtue of technological change or new method of operation will suffer no reduction in normal earnings, unless such employee has refused, without good reason, to avail of additional training provided to equip the employee with the new or greater skills required to prevent displacement.

27.05 Transfer Arrangements

An employee who is displaced from their job by virtue of technological change or new method of operation will be given the opportunity to fill other vacancies according to seniority, ability, and qualifications.

27.06 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the Employer, be given a reasonable period of time, in the opinion of the Employer, during which they may perfect or acquire the skills necessitated by the new method of operation. There shall be no change in wage or salary rates during the training period of any such employee.

27.07 No New Employees

No additional employee(s) shall be hired by the Employer to replace any employee(s) affected by the technological change or new method of operation, until the employee(s) already working and affected by the change, have been notified and allowed a training period to acquire the necessary knowledge or skill for the trainee(s) to retain their employment, as provided for in Article 27.06.

ARTICLE 28 - CONTRACTING OUT

28.01 Employee Protection

Should the Employer contract out work, the Employer agrees to provide other positions for any staff that would normally be laid off by the decision to contract out work and the employee's salary at the time of contracting out shall be maintained during the duration of this contract.

28.02 Period of Notice

No contract service will be finalized without the Union being given sixty (60) calendar days' notice of the Employer's intention to contract out the service.

28.03 Advance Notice

The Employer will notify the Union immediately upon being notified by the Hospital/Nursing Home that the client will not be renewing their contract.

ARTICLE 29 - UNIFORM AND CLOTHING ALLOWANCES

29.01 Uniform Requirements

At the discretion of the Employer, uniforms shall be worn as required and, if supplied by the Employer, remains the property of the Employer.

29.02 Uniform Style

Uniforms shall be of the type and design approved by the Employer.

29.03 Uniform Allowance

(a) Where the Employer requires a uniform to be worn and with the Employer's approval, employees may elect to purchase uniforms of their own choosing and in such cases an allowance of one hundred and seventy-five dollars (\$175.00) per year (effective July 25, 1994) shall be paid providing the design, material, colour, and style are approved by the Employer. The uniform allowance shall be paid on the first pay day in December or upon termination on a pro-rata basis.

(b) Where an entitlement to footwear allowance already exists, the footwear allowance shall be two hundred dollars (\$200.00) annually. All existing language and practices of the Employer relating to how footwear allowances are operationalized at the workplace will remain the same.

29.04 Care of Clothing

Employees who do not take reasonable care of Employer owned clothing may be required by the Employer to replace such clothing at their own expense.

29.05 Restrictions on Use

Employees shall not wear uniforms and coveralls provided by the Employer when off duty.

29.06 Maintenance of Work Clothing or Uniforms

It shall be the responsibility of the Employer to clean, launder, and maintain all clothing and equipment issued to employees.

29.07 Unsanitary or Dangerous Jobs

All employees working on unsanitary or dangerous jobs shall be supplied with all necessary tools, safety equipment and protective clothing.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Proper Accommodation

Where possible, proper accommodation shall be provided for employees to have their meals and store and change their clothes.

The Employer will endeavour, whenever possible, to provide locker space for the protection of clothing.

30.02 Bulletin Boards

The Employer shall provide suitable bulletin boards for the exclusive use of the Union, placed so that all employees will have access to them and upon which the Union shall have the right to post notices of Union business. Other notices shall be subject to approval of the Employer.

30.03 Parking Facilities

The Employer shall provide whenever possible, adequate facilities for employees to park their cars during their working hours.

30.04 Portability

Employees who are accepted for employment with another Employer covered by this Agreement or the same Employer within one hundred twenty (120) calendar days of resignation shall retain portability respecting: (120 maximum)

- (1) Accumulated sick leave credits, and
- (2) Accumulated annual leave entitlements, and
- (3) Service for Severance Pay.

The recognition of the prior benefits shall not exceed the benefits available with the new Employer.

30.05 Part-time and Temporary Employees

- (a) Part-time employees shall receive the wages and benefits specified in this Agreement on a pro rata basis according to their hours of work.
- (b) Temporary employees shall be entitled to wages and benefits of the Agreement for the duration of their employment. Earned benefits shall be pro-rated and employees will be allowed to carry forward these benefits from one period of employment to the next.

30.06 Retroactivity

The following provisions are retroactive to April 1, 2022: Salary, overtime, and callback.

NOTE: The new shift differential rates are retroactive to April 1, 2022, as per the Health Care Agreement.

30.07 Payment of Terminated Employees

Retroactive pay will be made available to terminated employees on written request to the Employer by the employee.

30.08 Occupational Health and Safety Committee

An Occupational Health and Safety Committee shall be formed in accordance with the Occupational Health and Safety Act for the purpose of providing prompt investigation of possible hazardous situations and environmental issues. This Committee will consist of an equal number of representatives of the Union and the Employer and shall have the authority to suspend the practice in question or otherwise remedy the situation pending further investigation. The Committee may draw upon other personnel as required for investigation of a specific situation. Notwithstanding the number of meetings required under legislation, the Union and the Employer may agree to meet more

frequently. The mandate of the Occupational Health and Safety Committee shall be expanded to include environmental issues.

30.09 Separation Slips

- (a) Provided proper notification is given, all monies and separation papers shall be provided immediately upon resignation or retirement.
- (b) Employees who are laid off shall be issued separation slips within five (5) calendar days from their last day of work.

30.10 Criminal or Legal Liability: Indemnity for Legal Fees

- (a) An employee who is charged in a criminal matter arising out of their employment and who is subsequently found not guilty, the charges are withdrawn, the employee is discharged at the preliminary hearing, or the prosecution is stayed, shall have their reasonable legal fees paid by the Employer.
- (b) The Employer shall defend, negotiate, or settle civil and/or criminal claims, suite or prosecutions arising out of acts performed by an employee in the course of their duties, provided that the Employer is satisfied that the employee performed duties required by the Employer, and/or the employee acted within the scope of their employment.

30.11 Labour Force Adjustment and Productivity Council

The Labour Force Adjustment and Productivity Council to conduct a review of part-time and temporary employment practices to determine whether it is feasible to convert certain part-time and temporary positions to permanent status without increasing cost or creating operational difficulties.

ARTICLE 31 - CONTINUATION OF ACQUIRED RIGHTS

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

ARTICLE 32 - COPIES OF AGREEMENT

32.01 Cost of Printing

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall print, at a cost to be equally shared between the Union and the Employer, sufficient copies of the Agreement within thirty (30) days of signing.

ARTICLE 33 - PERSONAL LOSS

33.01 Subject to Clauses 33.02 and 33.03, where an employee in the performance of their duty suffers any personal loss, and where such loss was not due to the employee's negligence, the Employer may compensate the employee for any loss suffered, subject to a maximum of three hundred dollars (\$300.00).

33.02 All incidents of loss suffered by an employee shall be reported in writing by the employee within two (2) days of the incident to the Foodservice Director or their designated representative.

33.03 This provision shall only apply in respect of personal effects which the employees would reasonably have in their possession during the performance of their duty.

ARTICLE 34 - DURATION OF AGREEMENT

34.01 Duration

Except as otherwise provided in clause 30.06, this Agreement shall be effective and remain in full force from April 01, 2022 until March 31, 2026, and thereafter from year to year unless either party gives notice in writing of termination or amendment not more than seven (7) months and not less than thirty (30) calendar days prior to the date of expiration.

34.02 Change in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

34.03 Notice of Changes

Either party desiring to propose changes to this Agreement shall within thirty (30) calendar days following receipt of notice under Clause 34.01, give notice in writing to the other party of the changes proposed. Within thirty (30) calendar days of receipt of such proposed changes by one party, the other party is required to enter into negotiations for a new Agreement.

34.04 Legislation and Collective Agreements

This is to confirm that notwithstanding the no strike and no lockout provisions of the Agreement, notice to reopen negotiations may be issued by either party in the event that the Provincial Government passes legislation to amend any provision of this Agreement.

SCHEDULE A – SALARIES

The salaries outlined in this schedule shall remain in effect for the term of this Agreement.

Salary Implementation Formula:

April 1, 2022	2% to each step of salary scales + Recognition Bonus
April 1, 2023	2% to each step of salary scales
April 1, 2024	2% to each step of salary scales
April 1, 2025	2% to each step of salary scales

In addition to the two percent (2%) increase on April 1, 2022, each bargaining unit employee will receive a one-time Recognition Bonus payment of two thousand dollars (\$2000.00) (pro-rated) based on regular full-time hours for the hours worked during the previous twelve (12) months.

Step Progression

1. Employees shall continue to advance one (1) step annually on their respective salary scale for each twelve (12) months of service accumulated after their last proceeding step movement.
2. New employees shall advance one (1) step annually on their respective salary scales effective the date when twelve (12) months of service is accumulated, and thereafter from year to year for each additional twelve (12) months of service accumulated.

Red Circled Employees

- (a) Red circled employees whose regular salary does not exceed the maximum of the new salary scales for their respective HS level shall:
 - (i) be placed on step 3 of the new scale; and
 - (ii) receive a cash payment of the difference between the percentage increase applicable for their salary rate and the salary increase received by being placed on step 3. This cash payment will be paid bi-weekly for each regular hour worked.
- (b) Employees whose regular salary rate exceeds the maximum of the new salary scale for the respective HS level shall receive a cash payment of the percentage increase applicable for their salary rate. This cash payment will be paid bi-weekly for each regular hour worked.

SCHEDULE "A" - SALARIES

EFFECTIVE APRIL 1, 2022 to MARCH 31, 2023

		STEP 1	STEP 2	STEP 3
Cook I	Hourly	22.85	24.01	25.20
CG-25	Bi-Weekly	1,713.75	1,800.52	1,889.67
	Annual	44,557.59	46,813.41	49,131.32
Cook II	Hourly	25.35	26.71	28.09
CG-28	Bi-Weekly	1,901.61	2,003.49	2,106.97
	Annual	49,441.75	52,090.79	54,781.21
Cook Helper	Hourly	19.26	20.01	20.76
CG-18	Bi-Weekly	1,444.71	1,500.43	1,556.94
	Annual	37,562.49	39,011.18	40,480.56
Food Service Supervisor	Hourly	23.59	24.87	26.12
CG-26	Bi-Weekly	1,769.47	1,864.99	1,958.92
	Annual	46,006.28	48,489.76	50,931.83
Food Service Worker I	Hourly	20.04	20.89	21.74
CG-20	Bi-Weekly	1502.82	1,566.50	1,630.18
	Annual	39,073.26	40,728.91	42,384.56
Food Service Worker II	Hourly	20.40	21.29	22.22
CG-21	Bi-Weekly	1,529.88	1,596.74	1,666.79
	Annual	39,776.91	41,515.34	43,336.55

SCHEDULE "A" - SALARIES

EFFECTIVE APRIL 1, 2023 to MARCH 31, 2024

		STEP 1	STEP 2	STEP 3
Cook I	Hourly	23.31	24.49	25.70
CG-25	Bi-Weekly	1,748.03	1,836.53	1,927.46
	Annual	45,448.75	47,749.68	50,113.94
Cook II	Hourly	25.86	27.25	28.65
CG-28	Bi-Weekly	1,939.64	2,043.56	2,149.11
	Annual	50,430.59	53,132.60	55,876.84
Cook Helper	Hourly	19.65	20.41	21.17
CG-18	Bi-Weekly	1,473.61	1,530.44	1,588.08
	Annual	38,313.74	39,791.40	41,290.18
Food Service Supervisor	Hourly	24.06	25.36	26.64
CG-26	Bi-Weekly	1,804.86	1,902.29	1,998.10
	Annual	46,926.41	49,459.55	51,950.47
Food Service Worker I	Hourly	20.44	21.30	22.17
CG-20	Bi-Weekly	1,532.87	1,597.83	1,662.78
	Annual	39,854.73	41,543.49	43,232.25
Food Service Worker II	Hourly	20.81	21.72	22.67
CG-21	Bi-Weekly	1,560.48	1,628.68	1,700.13
	Annual	40,572.45	42,345.65	44,203.29

SCHEDULE "A" - SALARIES

EFFECTIVE APRIL 1, 2024 to MARCH 31, 2025

		STEP 1	STEP 2	STEP 3
Cook I CG-25	Hourly	23.77	24.98	26.21
	Bi-Weekly	1,782.99	1,873.26	1,966.01
	Annual	46,357.72	48,704.67	51,116.22
Cook II CG-28	Hourly	26.38	27.79	29.23
	Bi-Weekly	1,978.43	2,084.43	2,192.09
	Annual	51,439.20	54,195.25	56,994.37
Cook Helper CG-18	Hourly	20.04	20.81	21.60
	Bi-Weekly	1,503.08	1,561.05	1,619.85
	Annual	39,080.01	40,587.23	42,115.98
Food Service Supervisor CG-26	Hourly	24.55	25.87	27.17
	Bi-Weekly	1,840.96	1,940.34	2,038.06
	Annual	47,864.94	50,448.74	52,989.48
Food Service Worker I CG-20	Hourly	20.85	21.73	22.61
	Bi-Weekly	1,563.53	1,629.78	1,696.03
	Annual	40,651.82	42,374.36	44,096.89
Food Service Worker II CG-21	Hourly	21.22	22.15	23.12
	Bi-Weekly	1,591.69	1,661.25	1,734.13
	Annual	41,383.90	43,192.56	45,087.35

SCHEDULE "A" - SALARIES

EFFECTIVE APRIL 1, 2025 to MARCH 31, 2026

		STEP 1	STEP 2	STEP 3
Cook I CG-25	Hourly	24.25	25.48	26.74
	Bi-Weekly	1,818.65	1,910.72	2,005.33
	Annual	47,284.88	49,678.77	52,138.55
Cook II CG-28	Hourly	26.91	28.35	29.81
	Bi-Weekly	2,018.00	2,126.12	2,235.93
	Annual	52,467.98	55,279.16	58,134.26
Cook Helper CG-18	Hourly	20.44	21.23	22.03
	Bi-Weekly	1,533.14	1,592.27	1,652.24
	Annual	39,861.61	41,398.97	42,958.30
Food Service Supervisor CG-26	Hourly	25.04	26.39	27.72
	Bi-Weekly	1,877.78	1,979.14	2,078.82
	Annual	48,822.24	51,457.72	54,049.27
Food Service Worker I CG-20	Hourly	21.26	22.17	23.07
	Bi-Weekly	1,594.80	1,662.38	1,729.96
	Annual	41,464.86	43,221.85	44,978.83
Food Service Worker II CG-21	Hourly	21.65	22.59	23.58
	Bi-Weekly	1,623.52	1,694.48	1,768.81
	Annual	42,211.58	44,056.41	45,989.10

SCHEDULE A

Classifications in HS Bargaining Unit

CLASSIFICATION TITLE	CLASS SPEC#	PAY RANGE
Cook I	J020	CG-25
Cook II	J023	CG-28
Cook Helper	L013	CG-18
Food Service Supervisor	L036	CG-26
Food Service Worker I	L037	CG-20
Food Service Worker II	L038	CG-21

SCHEDULE "B" - BENEFITS

1. Life Insurance and Accidental Death and Dismemberment Insurance
 - two (2) times annual salary to maximum of \$200,000
 - \$10,000 minimum
2. Dependent Life Insurance
 - \$4,000 spouse
 - \$2,000 children
3. Extended Health Insurance
 - 80% coinsured for drugs
 - 100% semi-private

 - 100% prescribed vision care: \$35.00 every 2 years for frames; \$200.00 every 2 years for prescribed contact lenses; \$75.00 for cosmetic contact lenses (tinting, safety glasses or prescription sunglasses not covered)
4. Eligibility
 - first of the month following three months' employment
5. The above benefits are prorated for part time employees working a minimum of 20 hours per week. Cost-sharing for part-time employees:
 - 75% employee
 - 25% Company paid

SCHEDULE "F"

TRANSITION AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND
(represented herein by the Treasury Board)

AND

THE NEWFOUNDLAND AND LABRADOR HEALTH CARE ASSOCIATION
REPRESENTING THE GRENFELL REGIONAL HEALTH SERVICES BOARD
(herein after referred to as the Employer)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(herein after referred to as the Union)

June 17, 1996

**CUPE HOSPITAL SUPPORT STAFF
GRENFELL REGIONAL HEALTH SERVICES BOARD**

This agreement made this ____ day of _____ one thousand nine hundred and ninety seven in accordance with clause 35.02 of the CUPE Hospital Support Staff Collective Agreement signed between the parties on October 19, 1990, herein after referred to as the Collective Agreement

1. Bargaining Unit Structure

It is recognized that the Grenfell Regional Health Services Board refers to one (1) Employer operating facilities and clinics with employees represented by CUPE HS including:

- Charles S. Curtis Memorial Hospital
- St. Anthony Interfaith Home
- Flower's Cove
- Forteau

The reference throughout the Collective Agreement to bargaining units refers to CUPE HS employees as defined by the Collective Agreement at all facilities operated by the Employer. Flower's Cove, Forteau, and Charles S. Curtis/St. Anthony Interfaith are separate bargaining units. The seniority lists of CUPE HS employees at all facilities within the Employer will be merged effective date of signing.

2. Seniority List

Both parties agree that a "numbered" seniority system would facilitate a more efficient operation of this transition agreement. A facility specific seniority list will also be maintained.

3. Transfer of Service

As of November 1, 1994, the employees of the facilities outlined in #1 were transferred to the Board. The Board recognizes the service of each of the employees as it was recognized by the previous Employer prior to the new Board assuming governance.

4. Job Postings

For the purpose of job postings there shall be three facilities recognized:

- Charles S. Curtis Memorial Hospital/St. Anthony Interfaith Home
- Flower's Cove
- Forteau

- a) Job postings will be posted as per Article 15 of the CUPE HS Collective Agreement.
- b) Permanent positions shall be posted throughout all facilities in the region where the employees are represented by CUPE HS. When filling such positions, employees at the particular facility will be considered prior to considering applicants from other sites.
- c) For any temporary positions, if the temporary position at a particular facility is less than 16 weeks, the Employer shall select a temporary employee at that particular facility; if the particular temporary position is expected to be greater than 16 weeks, it shall be posted in all facilities where the employees are represented by CUPE HS and be filled in accordance with 4(b).

5. Displacements

- (a) For the purpose of displacement there shall be three facilities as follows:
 - Charles S. Curtis Memorial Hospital/St. Anthony Interfaith Home
 - Flower's Cove
 - Forteau
- (b) Employees whose positions are affected by the Employer's decision to layoff shall:
 - i) accept layoff, or
 - ii) displace the most junior permanent employee in his classification or another classification at his facility provided that his hours of work are not changed unless mutually agreed, provided he has sufficient qualifications to do the work required.
 - iii) after exhausting all displacement rights in (ii) above, at the time of notice of layoff, if an employee indicates his willingness to displace at another facility he will displace the most junior employee in his classification or another classification at another facility, provided that his hours of work are not changed unless mutually agreed, provided he has sufficient qualifications to do the work required.

6. Recall

- a) For the purpose of recall there shall be three facilities; Charles S. Curtis Memorial Hospital/St. Anthony Interfaith, Flower's Cove and Forteau. Permanent employees will be recalled in order of seniority. Permanent employees will be recalled for work at the facility from which he was laid off. Permanent employees may also be recalled to another site with the Employer provided he notifies the Employer, in writing, at the time of layoff or anytime thereafter that he is willing to be recalled for work at another site, and provided he is qualified to perform the work required.
- b) Recall of temporary employees shall be facility specific, in accordance with the Collective Agreement, based on the seniority at that particular facility.
- c) Clause 14.04(5) of the collective agreement will be amended to reflect that an employee will maintain seniority for recall rights for a period of three (3) years. This clause will now read "he is laid off for a period longer than three (3) years; or".

7. Grievance Procedure

All steps are guided by time limits as outlined in the steps in the current Collective Agreement.

- Step I Employee submits grievance to Shop Steward
- Step II Shop Steward presents grievance to the employee's immediate supervisor
- Step III Shop steward submits grievance to the Service Director
- Step IV Failing settlement at Step III, the Shop Steward presents grievance to the Director of Human Resources
- Step V Either party may refer grievance to arbitration

8. Labour Management Committee Structure

Labour Management Committee at Charles S. Curtis/St. Anthony Interfaith will not be altered as a result of this transition agreement.

9. Occupational Health and Safety Committee

Occupational Health and Safety Committee at Charles S. Curtis/St. Anthony Interfaith will not be altered as a result of this transition agreement.

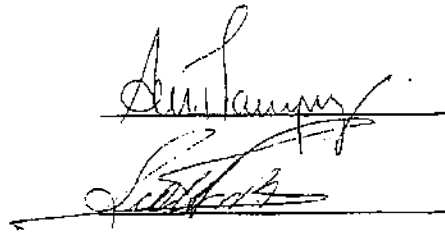
10. Personal Files

The official recognized personal file for the purposes of clause 13.04 of the Collective Agreement shall be maintained at the Charles S. Curtis/St. Anthony Interfaith facility. Upon request from an employee at the Flower's Cove and Forteau facilities to review his personal file, the Employer will forward the file to the individual at his facility within three (3) working days.

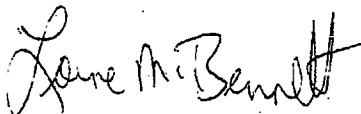
Signed on behalf of the Grenfell Regional Health Services Board by its proper officers in the presence of the witness hereto subscribing



Witness



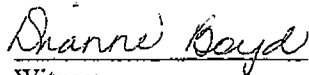
Signed on behalf of the Newfoundland and Labrador Health Care Association by proper officers on behalf of all hospitals and agencies listed in Schedule C in accordance with the Constitution and in the presence of the witness hereto subscribed



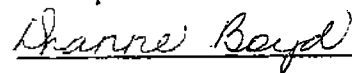
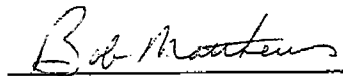
Witness



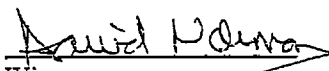
Signed on behalf of the Canadian Union of Public Employees by its proper officers in the presence of the witness hereto subscribing



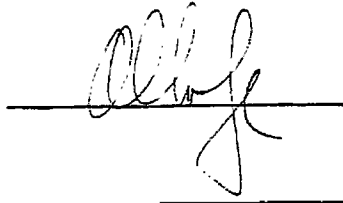
Witness



Signed on behalf of Treasury Board by its proper officers in the presence of the witness hereto subscribing



Witness



Letter of Understanding

January 12, 1996

Mr. Bob Matthews
National Representative
CUPE
P. O. Box 8745, Stn. A
St. John's, NF
A1B 3T2

RE: Essential Employees

Dear Mr. Matthews:

This will confirm the parties understanding reached during transition discussions that the determination of essential employees will continue to operate on a facility specific basis. As well, in light of the review of the bargaining unit inclusions/exclusions at Charles S. Curtis/St. Anthony Interfaith facility, the parties will negotiate a new essential employee agreement based on the revised numbers.

Sincerely,

Scott Smith
Director, Human Resources

CUPE HOSPITAL SUPPORT STAFF
GRENFELL REGIONAL HEALTH SERVICES BOARD

MEMORANDUM OF AGREEMENT

This agreement made this 8th day of July 1997 one thousand nine hundred and ninety seven in accordance with clause 35.02 of the CUPE Hospital Support Staff Collective Agreement signed between the parties on October 19, 1990, herein after referred to as the Collective Agreement

Bargaining Unit Review

Appendix A identifies the positions which the parties have reviewed and agreed are appropriate for inclusion in the bargaining unit inclusive of three positions included in the bargaining unit by way of an order from the Labour Relations Board dated Mar. 19/96 CU

Individuals in positions that have been included in the bargaining unit as identified in Appendix A shall have service recognized for seniority purposes as per Clause 14.01(c).

Employees in positions included in the bargaining unit shall be entitled to displace/bump only other employees in positions included in the bargaining unit as outlined in Appendix A. Such employees will be subject to displacement/bump by current members of CUPE Local 1644. Upon one (1) year from date of signing of transition agreement, employees in positions identified in Appendix A shall have full seniority rights in accordance with the Collective Agreement as if the employee's position had always been included in the bargaining unit.

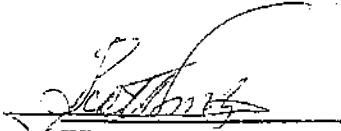
The following employees who had previous seniority in CUPE Local 1644 will be credited with their total bargaining unit seniority effective from the date of signing, ie. Randy Pynn, Roy Parrill, Edith Colcs, Ruby Kean, Betty Noel, Joan Simms, Angela Sexton and Colleen Loder.

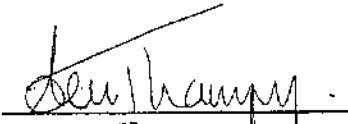

APPENDIX A

Inclusions

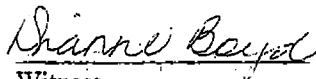
Accounting Clerk II	x 3
Accounting Clerk I	x 1
Payroll Clerk I	x 2
Payroll Clerk II	x 1
Stenographer	x 2
Clerk II	x 1
Dental Technician	x 2
Dental Assistant	x 3
Dental Receptionist	x 1
Utility Worker II	x 1
Domestic Worker	x 1
Laundry Worker	x 1
Admitting Clerk	x 1
Buyer	x 1
Ambulance Dispatcher	x 3
Switchboard Operator	x 1
Computer Programmer	x 1
Secretary I	x 3
Secretary I (Dentist)	x 1
Secretary I (Corporate)	x 1
Secretary I (Medical Services)	x 1

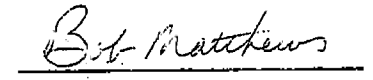
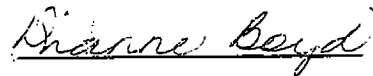
Signed on behalf of the Grenfell Regional Health Services Board by its proper officers in the presence of the witness hereto subscribing


Witness

Signed on behalf of the Canadian Union of Public Employees by its proper officers in the presence of the witness hereto subscribing


Witness

SCHEDULE "G"

NO. OF WEEKS OF PAY IN LIEU OF NOTICE

AGE (YEARS)

Service	< 35	35-39	40-44	45-49	50-54	> 54
< 6 months	2	4	6	8	10	12
> 6 months < 1 year	4	6	8	10	12	14
> 1 year < 2 years	7	9	11	13	15	17
> 2 years < 4 years	11	13	15	17	19	21
> 4 years < 6 years	15	17	19	21	23	25
> 6 years < 8 years	19	21	23	25	27	29
> 8 years < 10 years	23	25	27	29	31	33
> 10 years < 12 years	27	29	31	33	35	37
> 12 years < 14 years	31	33	35	37	39	41
> 14 years < 16 years	35	37	39	41	43	45
> 16 years < 18 years	39	41	43	45	47	49
> 18 years < 20 years	43	45	47	49	51	53
> 20 years < 22 years	47	49	51	53	55	57
> 22 years	52	54	56	58	60	62

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first before written.

SIGNED on behalf of ARAMARK CANADA LTD. by its proper officers in the presence of the witness hereto subscribing.

WITNESS

Signed by: Martin Campeau
ARAMARK CANADA LTD.

Signed by: Julianne Fitzgerald
WITNESS

SIGNED on behalf of the Canadian Union of Public Employees by its proper officers in the presence of the witness hereto subscribing.

WITNESS

Justita Richards
Justita Richards (Nov 6, 2024 15:30 GMT-3.5)

Kathy Burden
Kathy Burden (Nov 6, 2024 16:04 GMT-3.5)

Dana Ryan

MEMORANDUM OF UNDERSTANDING

Both parties agree that all employees covered by this Collective Agreement will have their wages Red Circled at the current rate outlined in Schedule "A".

It is further agreed that the Red Circling will continue in effect until such time as all other Health Care dietary workers covered by the Provincial Health Care Agreement have been brought up to the rates outlined in Schedule "A". The method of payment to ARAMARK Canada Ltd. employees equal to the increase/s negotiated for other Health Care workers during this process will be as per the Collective Agreement re Red Circled employees.

New employees being hired after the ratification of this Agreement by its membership will commence at Step I of the Provincial Health Care Master Agreement.

Employees who bump into lower paying job will be "Red Circled".

Signed on behalf of CUPE

Signed on behalf of ARAMARK
Canada Ltd.

DATE: _____

DATE: _____

LETTERS

Oct 2023

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

Dear Ms. Ryan:

Re: Special Leave with Pay

The Employer recognizes that public health emergencies may have an impact on overall government operations and service delivery, individual employees, and the residents of Newfoundland and Labrador.

The Employer further recognizes that not all public health emergencies will require the same emergency response requirements and/or public health directives and will require an evaluation of such response based on the nature of the emergency. Notwithstanding the foregoing, general principles will apply to impacted employees in the event of a public health emergency.

- (1) Self-Isolation – employees directed by their Employer or Public Health – Department of Health and Community Services to self-isolate, and who are asymptomatic of a public health illness, may (where applicable – this may be dependent on vaccination or other considerations deemed appropriate by the Employer) be placed on special leave with pay for the hours in which they are unable to report to work up to the maximum of their regular biweekly hours. Employees who work less than full-time hours will receive the benefit of a pro-rata basis. Temporary call-in employees who are not prescheduled will be permitted to take special leave with pay on shifts they would have received in normal circumstances (compared to next junior temporary call-in).

Employees will not be required to provide medical documentation for this period of hours unless there is sufficient reason for the Employer to request such documentation. All other absences require employees to utilize their leave entitlements until they return to work.

- (2) Remote Work – employees may be required to work remotely where the capability exists, and it is operationally feasible. Special leave with pay shall only be utilized in instances where remote work is not an option.
- (3) Use of Sick Leave – employees who exhibit symptoms of a public health illness and who cannot work remotely are required to use their sick leave entitlement until they return to work. Functional Abilities Information related to accommodation requests, extensions, illness unrelated to the current

public health emergency, use of long-term sick leave, and attendance support planning may still be required.

- (4) Redeployment – the parties recognize that the Employer may be required to redeploy human resources to ensure adequate and safe staffing levels, and such redeployment shall be done in consultation with the Union.

The parties further agree to enter into Agreements as necessary to address other issues arising from a public health emergency that may not be covered by this letter.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

Oct 2023

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

Dear Ms. Ryan:

Re: Workplace Violence

The parties recognized the following as it relates to Workplace Violence:

- (1) The Employer and the Union recognize the right of employees to work in an environment free from workplace violence. The parties shall undertake to expediently investigate alleged occurrences. If workplace violence against a bargaining unit member has taken place, the Employer shall take appropriate and reasonable action to address instances of workplace violence.
- (2) We further agree that within six (6) months of signing the Agreement, the Employer and the Union agree to establish a committee comprised of an equal number of representatives to discuss workplace violence, including, but not limited to, legislative requirements, violence risk assessment plans, workplace violence prevention plans, and appropriate employee/Employer training.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

Oct 2023

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

Dear Ms. Ryan:

Re: Statutory Holiday Replacement

Each year, an employee shall be entitled to designate replacement statutory holiday(s) that are days of cultural or religious significance to the employee in place of any or all the statutory holidays outlined in the Collective Agreement. The Employer will endeavour to accommodate such requests, and such requests shall not be unreasonably denied.

For the purposes of this letter, cultural or religious significance shall be defined as:

A day in which a religious observation is held or a day that celebrates the culture of a particular nation, people, or other social group.

The employee shall inform the Employer of their choice(s) in writing prior to November 15th in the calendar year before the new designations take effect. Such notice shall state clearly which statutory holiday(s) the employee is replacing and which day(s) of cultural or religious significance, including the dates on which they occur, that they are designating in the stead of the replaced statutory holiday(s).

Where the specific date(s) of cultural or religious significance are not yet confirmed on or before November 15th in the calendar year before the new designations take effect, the employee will notify the Employer of the day(s) of significance and will provide date(s) as soon as they become available. The Employer will endeavour to accommodate such requests received after November 15th in the calendar year before the new designations take effect, subject to operational requirements and availability of replacement staff. Requests will not unreasonably be denied.

Such statutory holiday replacement, once designated, will not be amendable for the applicable calendar year. The Employer will grant the newly designated holiday(s) as paid day(s) off. Once designated per the above process, the newly named holiday(s) shall be the day(s) to which all rights which are normally associated with the specific statutory holiday being replace are now applied:

(1) The newly designated holiday day(s) will attract all benefits of the Collective Agreement as if that

day were the actual statutory holiday that they are designated to replace.

- (2) The replaced statutory holiday(s) will become a regular day, whether it be a workday or a day of rest and will not attract any additional benefit previously attributed to it as a statutory holiday; all such benefits will have transferred to the designated replacement day(s).
- (3) Where the Employer does not provide service on a day described under (2) above, and where the employee is scheduled to work on that day of the week, the Employer will make reasonable efforts to provide meaningful work, including work from home arrangements to the employee on that day.
- (4) Where the Employer has determined it is unable to provide meaningful work on that day, the Employer, the employee, and a Representative of the Union will meet as soon as possible to discuss alternate work arrangements. If no resolution is still possible, the employee may access banked overtime or other like paid banks, or in a last resort, vacation leave to cover the missed day of work.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

Oct 2023

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

Dear Ms. Ryan:

Re: Land Acknowledgement

As stated in Aramark's Indigenous Relations Policy, Aramark recognizes the Truth and Reconciliation Commission's recommendations to support economic and cultural reconciliation. Aramark works across the country on Indigenous traditional lands that have historic and modern Indigenous treaties, is on or off Indigenous reserves, or is traditional territory that may have been historically shared between different Indigenous nations. Historically, a land acknowledgement is a traditional practice shared amongst many Indigenous groups to recognize the land and territory that they are visiting.

Indigenous peoples had extensive trading practices with surrounding communities and most considered it important to express gratitude when visiting another groups' traditional territory. Aramark supports the use of an Indigenous Land Acknowledgement (ILA) for gatherings or meetings on traditional lands or territory of Indigenous peoples. Acknowledging territory shows recognition of and respect for Indigenous peoples. It is recognition of their presence in both the past and the present. Recognition and respect are essential elements of establishing healthy, reciprocal relations which are key to the reconciliation process.

To that end, Aramark Canada Ltd. and CUPE Local 2574 acknowledge the unceded and traditional territories of many Indigenous Peoples on whose land our work takes place. The Parties acknowledge the Indigenous employees of Aramark Canada Ltd. and members of the Mi'kmaq and Beothuk and their community that still today live, travel, and work alongside us and will work together to ensure that the Indigenous employees of Aramark Canada Ltd. and members of the Mi'kmaq and Beothuk are recognized and respected within our Agreements.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

July 2001

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

Dear Ms. Ryan:

Re: Scheduling

This will confirm the understanding reached in negotiations regarding clause 17.02, 17.03(a), 17.05, 17.06, 18.10, 19.02, 19.03, and definition of week.

Because of the recognized problem of including a detailed schedule in the Collective Agreement which will be acceptable to the Employer and employees in large and small institutions we have agreed to permit each Employer and the recognized local Union with that Employer, to have discussions on a mutually acceptable schedule. If a mutually acceptable schedule cannot be determined, it is also agreed and understood that the existing work scheduling procedure will remain in effect during the life of this Agreement.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

July 2001

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

Dear Ms. Ryan:

RE: Vacation of Short Duration

The Employer agrees to notify institutions, with a copy to CUPE that employees are permitted to take vacation of short duration if requested and approved by the Employer. Such requests should be made at least twenty-four (24) hours prior to the vacation day requested off. Such requests will not be unreasonably withheld.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

July 2001

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

Dear Ms. Ryan:

RE: Job Posting

This will confirm our understanding that those Employers who have not already done so will prepare and provide to the Union a copy of the job posting for each bargaining unit position with the Employer.

The Employer will discuss and explain to the Union its rationale for change(s) to the job posting at least seven (7) calendar days before implementing the change(s) to the job posting.

If the Union disagrees with the Employer's rationale for such change(s), then the Union may grieve in accordance with Clause 15.02 of the Agreement and arbitrate the dispute in accordance with Clause 12.11.

The Employer's rationale for the change(s) to the job posting shall be given in writing to the Union, and if the Union disagrees, it shall give its rationale in writing to the Employer.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

July 2001

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

Dear Ms. Ryan:

RE: Sick Leave Control Policy

This will confirm our understanding that the Employer and Union shall meet during the term of the Agreement to discuss, where necessary, at the request of either party, sick leave policies. Such meetings shall take place as soon as it is reasonably possible and the parties shall make an earnest effort to resolve any difficulties regarding the sick leave policies, in a mutually acceptable manner and to decide whether or not joint sick leave committees are necessary. Notwithstanding the Employer's rights to implement such sick leave policies that do not violate the Collective Agreement, the Union may grieve and arbitrate any differences arising from these meetings.

Before the Employer implements any changes to existing sick leave policies or introduces a new sick leave policy, the Employer will discuss such changes or policies with the Union. Notwithstanding the Employer's right to implement such changes or new policies that do not violate the Collective Agreement, the Union may grieve and arbitrate any differences arising from these meetings.

Before an employee is terminated for excessive use of sick leave, a representative of NHNHA, CUPE, and the Employer will meet with the employee to discuss alternatives to the employee being terminated or pensioned.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

July 2001

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

Dear Ms. Ryan:

RE: Death of an Employee

It is the position of the Employer that the present Group Life and Extended Health Benefits Plan, Clause 26, will pay the total costs and expenses involved in the return of the remains of an employee who dies while away from home on the Employer's business. In the event the Group Life and Extended Health Benefits Plan does not cover the total costs, the Employer agrees to pay the difference. The remains shall be returned to the place of residence.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

July 2001

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

Dear Ms. Ryan:

RE: Part-time Employees Working Additional Shifts

This will confirm our understanding that on an annual basis, part-time employees will advise their Employer in writing of their desire to work additional shifts up to equivalent full-time hours. These part-time employees shall be placed on the temporary recall list and recalled in accordance with seniority for those additional shifts. Clause 17.01 (e) shall not apply to these additional hours worked by the part-time employees.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

July 2001

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

RE: Article 16 - Redundancy Pay

Dear Ms. Ryan:

This will confirm the Employer's position that in the event our Client Grenfell Regional Health Services Board contract for services, and should this service be awarded to another contractor or contracted in, the clients memorandum of July 8, 1996 (Re: Contracting in Services), Article 16, Schedule G and F will apply.

And therefore, the liability will then shift to the successful contractor or in the event the client contracts in will shift to Grenfell Regional Health Services Board. Since the memorandum is clear that whoever assumes the Collective Agreement also assumes the liability for the accrued benefits.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

July 2001

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

RE: Pension Changes

Dear Ms. Ryan:

It is hereby agreed that any changes to the above-noted Articles/Provisions of the CUPE Health Care Provincial Agreement will, once agreed by the parties, also be incorporated into the ARAMARK Collective Agreement covering CUPE Local 2574.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

July 2001

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

RE: Salary Adjustments as they affect hourly rates, Pay Equity, Classification Anomalies and
Reclassification

Dear Donna Ryan:

In order to maintain consistency between ARAMARK employees and other Government and quasi-Government HS levels, the parties agree to the following:

Subsequent to the ratification of the present Collective Agreement and during the life of this Agreement should the CUPE NLHBA Master Agreement be modified with respect to the above-mentioned provisions, this Agreement will be adjusted accordingly.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

June 14, 2004

Donna Ryan
National Representative
Canadian Union of Public Employees
50 Main Street, Suite 17
Corner Brook, NL A2H 1C4

Dear Donna Ryan:

Re: Exposure to Infectious/Contagious Disease

Where an Employer becomes aware that an employee has been or may have been exposed to an infectious or contagious disease in the performance of their duties, the Employer will immediately inform the employee of the potential risk, and of the appropriate protocol to deal with the risk. Costs associated with the initial protocol shall be compensated by the Employer.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

April 24, 2014

Ms Donna Ryan
CUPE Offices
Commerce Court Building
17-50 Main Street
Corner Brook, NL
A2H 1C4

Dear Ms Ryan:

Re: Requests for Classification Review

In order to facilitate implementation of the new Job Evaluation System (JES) on April 15, 2015, this will confirm the parties' agreement that employees seeking to have their position reviewed in accordance with the Collective Agreement, shall submit the request no later than October 1, 2014. Requests received by Classification and Compensation Division of Human Resource Secretariat after this date will not be processed and returned to the employee. A revised classification listing will be implemented on April 15, 2015.

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

April 24, 2014

Ms Donna Ryan
CUPE Offices
Commerce Court Building
17-50 Main Street
Corner Brook, NL
A2H 1C4

Dear Ms Ryan:

Re: Market factor

This will confirm the parties' agreement to provide employees in the classifications noted below a non-pensionable market factor one dollar and sixty-five cents (\$1.65) per hour effective January 1, 2014. This market factor will not be considered part of the employee's salary for any purposes, except when determining which step the employee shall be placed on upon implementation of the Job Evaluation System (JES). The market factor will cease to be paid on April 14, 2015.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

Classification Listing

Cook I
Cook II

LETTERS

April 24, 2014

Ms Donna Ryan
CUPE Offices
Commerce Court Building
17-50 Main Street
Corner Brook, NL
A2H 1C4

Dear Ms Ryan:

Re: Job Evaluation System (JES) Implementation

This will confirm employees will be implemented on to the Government Job Evaluation System effective April 15, 2015 as follows:

- If current salary falls below Step 1 of the new salary scale, employees will advance to step 1 on implementation; or
- If current salary falls between 2 steps of the new salary scale, employees will advance to the next highest step; or
- If current salary is above the maximum hourly rate on the new salary scale, employees will be red circled at that rate.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

April 24, 2014

Ms Donna Ryan
CUPE Offices
Commerce Court Building
17-50 Main Street
Corner Brook, NL
A2H 1C4

Dear Ms Ryan:

Re: Information Request Form

The Employer agrees to provide existing CUPE employees, on a one-time basis, with a form requesting information such as the employee's complete address and phone number to be sent directly to CUPE by the employee. In addition, the Employer agrees to provide this same form to new employees hired into the CUPE bargaining unit on a go forward basis (draft form attached).

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.



Employee Name: _____

Employee Address: _____

Employee Telephone No: _____

Employee E-mail: _____

Signature

Date

LETTERS

April 24, 2014

Ms Donna Ryan
CUPE Offices
Commerce Court Building
17-50 Main Street
Corner Brook, NL
A2H 1C4

Dear Ms Ryan:

Re: Critical Life-Threatening Illness – Temporary Employees

The Employer agrees that temporary employees who are unable to work due to a critical life-threatening illness, as confirmed through acceptable medical documentation, and who are under the medical care of a physician as a direct result, may be granted, at the discretion of the Employer, access to accumulated sick leave benefits for any shifts for which the employee would have been recalled.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

LETTERS

April 24, 2014

Ms Donna Ryan
CUPE Offices
Commerce Court Building
17-50 Main Street
Corner Brook, NL
A2H 1C4

Dear Ms Ryan:

Re: Clause 20.07 Christmas and New Year's Leave

This is to confirm the understanding reached during negotiations with respect to clause 20.07 that if an employee is scheduled to work on New Year's Day, the employee shall not be scheduled to work on Christmas day and the Employer will endeavour to not schedule the employee to work on boxing day of the same year, subject to operational requirements.

Sincerely,

Martin Campeau
Manager – Labour Relations
Aramark Canada Ltd.

MEMORANDUM OF UNDERSTANDING

This is to certify that agreement has been reached between Aramark Canada Ltd and the Canadian Union of Public Employees Local 2574 regarding the interpretation of the Collective Agreement, as it relates to the following issues recently discussed at negotiations.

1. **Accumulated Vacation Time for Temporary Employees** – It is understood by the parties that Temporary employees can accrue prorated vacation credits which do not have to be paid out on their payroll cheques. They may, at their option, carry forward these credits to the next period of employment subject to the provisions of Article 21.07 “Carry Forward of Vacation”.

2. **Access to Lieu Time** – It is understood by the parties that all employees can access their lieu time for any allotment of hours and are not restricted to a one (1) hour usage. Access to lieu time would be contingent solely to operational considerations. It is further understood that lieu time can be used by temporary/part-time workers to complete their pay week up to fulltime equivalent hours.

3. **Full-time, Part-time and Temporary Employees’ use of Vacation Leave, Family Leave and Lieu Time** – It is understood by the parties that when any employee utilizes their vacation and lieu time, they will be charged on an hour for hour basis. For example, an employee taking leave from a scheduled three (3) hour shift will be charged only with three (3) hours from their banked time.

This Agreement is made in good faith by the undersigned:

Signed on behalf of CUPE Local 2574

Signed on behalf of Aramark Canada Ltd.

DATE

DATE