

COLLECTIVE AGREEMENT

between



ARAMARK Canada Ltd. at the
KENNETH E. SPENCER MEMORIAL HOME INC.,
hereinafter referred to as "the Employer"

and

CUPE LOCAL 1726-01
CANADIAN UNION OF PUBLIC EMPLOYEES
hereinafter referred to as "the Union"

Expiry Date: October 15, 2022

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ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this agreement to:

- (a) Maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (b) Recognize the mutual value of joint negotiations and discussions in all matters pertaining to working conditions, employment and services.
- (c) Encourage efficiency in operation.
- (d) Promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- (e) Consider the provisions of proper care to the residents as the paramount concern of both parties.
- (f) Encourage effective communications between CUPE Local 1726-01 and Aramark Canada Ltd.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and agrees that the Employer has the right and authority to manage its operation and business and to direct the working forces of the Employer, subject to the terms of this Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

- 3.01**
- (a) Bargaining Unit - The Employer recognizes the Canadian Union of Public Employees and its Local 1726-01 as the sole and exclusive bargaining agent for all its employees covered by this Agreement save and except unit manager, supervisors, those above the rank of supervisor, office staff, students employed during the school vacation period and/or attending an educational institution and those excluded by the New Brunswick Industrial Relations Act, and hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.
 - (b) No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
 - (c) The current practice where students are employed at the Kenneth Spencer Memorial Home will continue. The Employer agrees not to schedule each student more than 40 hours weekly.

- 3.02 Work of the Bargaining Unit - persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purpose of instruction, experimentation, or in emergencies when employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees.

ARTICLE 4 - DEFINITIONS

- 4.01 Regular Employee for the purpose of this Agreement shall mean a person in the employ of the Employer:

- (a) who has completed sixty (60) days of work from the date of hiring,
- (b) who falls under one of the classifications listed in Schedule "A" of this Agreement.

- 4.02 Probationary Period, for the purpose of this Agreement, are newly hired employees on a trial basis to determine their qualifications before being appointed to the permanent staff. On completion of sixty (60) days of work in one anniversary year, such employees shall become regular employees, or regular part-time employees.

- 4.03 (a) A regular full-time employee, for the purpose of this agreement, is one who has completed their probationary period and who normally works a regular assignment having thirty-seven and one-half (37-1/2) hours per week.

- (b) Regular Part-time Employees, for the purpose of this Agreement are those employees who have completed their probationary period and who on a regular basis work less than thirty-seven and half (37 1\2) hours per week save and except students employed during the school vacation period and\or attending an educational institution. Such employees will be entitled to accumulate sick leave, annual vacation, wages and statutory holidays, prorated in accordance with the actual hours worked by the employee in relation to the regular weekly hour. They will also be entitled to such other benefits as are defined in this Agreement.

- 4.04 Hours of Work - for the purpose of this Agreement, shall mean actual hours of work employees are required to be on duty.

- 4.05 Seniority, for the purpose of this Agreement, is defined as the length of service in the employ of the Employer at Spencer Home and shall be calculated on a bargaining wide basis, unless otherwise provided for in this Agreement. After completion of the probationary period as defined in 4.02, seniority shall date back to the date of hiring.

- 4.06 Sick Leave, for the purpose of this Agreement, means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under Workers' Compensation Act.

- 4.07 Promotions, for the purpose of this Agreement, is a change from one class or grade to another class or grade for which a higher maximum compensation is paid.
- 4.08 Grievance, for the purpose of this Agreement, shall be defined as any difference or dispute with regard to the interpretation or application of any provision of the collective agreement or Provincial Legislation, between the Employer and any employee, or between the Employer and the Union.
- 4.09 Plural or Feminine Terms May Apply - Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.
- 4.10 Bereavement Leave ~ for the purpose of this Agreement, for the interpretation of the bereavement leave article, definitions in the most current edition of the Merriam Webster's English Dictionary and French Dictionary Le Petit Robert will apply to determine the deceased's relationship to the employee.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 No Discrimination – The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of race, creed, colour, national origin, ancestry, place of origin, age, physical or mental disability, political or religious affiliation, sex, sexual orientation or marital status, nor by reason of his membership or activity in the Union.

The parties recognize that any form of discrimination and harassment is unacceptable and will not be tolerated in the workplace. It is the responsibility of everyone to prevent and eliminate discrimination and harassment in the workplace.

The parties recognize that alcohol and drug addiction and mental health is a health problem. If a health or recovery program related to such conditions requires the employee's absence from work, they may use accumulated sick leave credits, however, if no sick leave credits are available, leave of absence without pay may be granted.

ARTICLE 6 - MAINTENANCE OF MEMBERSHIP

- 6.01 Maintenance of Membership - All employees of the Employer who are presently members of the Union shall continue to be members of the Union as a condition of employment. All future employees of the Employer shall, as a condition of employment become and remain members of the Union within sixty (60) days of work of their employment with the Employer.

ARTICLE 7 - CHECK-OFF OF UNION DUES

- 7.01 Check-off - The Employer shall deduct from every employee their regular monthly Union dues, in accordance with the Union Constitution and/or By-Laws, and owing by him to the Union.
- 7.02 Deductions - shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union or by direct remittance to CUPE National as advised in writing by the Local Union not later than the 15th day of the month following, accompanied by a list of the names, addresses and classifications of all employees from whose wages the deductions have been made.
- 7.03 Acquaint New Employees - the Employer agrees to acquaint new employees with the fact that an Agreement is in effect, and with the conditions of employment set out in articles dealing with the Union Security and Dues Check-off.
- 7.04 The Employer shall indicate on each employee's T4 slip the amount of dues paid by the employee during the previous year.

ARTICLE 8 - CORRESPONDENCE

- 8.01 Correspondence - All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Management and the Secretary of the Union.

ARTICLE 9 - LABOUR MANAGEMENT COMMITTEE

- 9.01 Establishment of Committee - The parties to this Agreement recognize the benefits which can be derived from a Labour Management Committee and shall establish such committee in the Nursing Home. It is agreed that such committee shall be composed of an equal number of representatives of Management and Union representatives and shall prescribe its terms of reference subject to Article 9.02. The Union shall have the right at any time to have the assistance of any representative of the Canadian Union of Public Employees when dealing with the Employer and local labour management meetings. The parties will notify each other when intending to invite their representatives. Regular meeting will be held monthly, unless mutually agreed. In the interest of supporting the health and wellbeing of employees, health and wellness issues may be discussed.
- 9.02 Jurisdiction of Committee - The Committee shall not have jurisdiction over wages, qualifications that could affect the Joint Job Evaluation, or any other matter of collective bargaining, including the administration of this Collective Agreement.
- 9.03 Powers of Committee - The Committee shall not supersede the activities of any other Committee of the Union or 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 their

discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10 - BARGAINING COMMITTEE

- 10.01 Representatives - The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer and the Employer the assistance of any persons it deems necessary in dealing or negotiating with the Union.
- 10.02 The Union Bargaining Committee shall consist of not more than two (2) regular employees from the bargaining unit and such other persons as provided for in Article 10.01.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 Election of Stewards - In order to provide for the settling of grievances, the Employer acknowledges the rights of the Union to appoint or elect one (1) steward for every twelve (12) employees, whose duties shall be to assist any employee whom the steward represents in preparing and presenting his grievance in accordance with the grievance procedure.
- 11.02 Names of Stewards - The Union shall notify the Employer in writing of the name of each steward, before the Employer shall be required to recognize them. Any changes in the steward personnel shall be given to the Employer within twenty-one (21) days from his appointment in writing.
- 11.03 Grievance Committee - The stewards so elected shall constitute the Grievance committee so long as they remain employees or until the Employer is advised by the Union of any changes. One steward shall be appointed by the Union as Chief Steward.
- 11.04 Servicing Grievance - No steward shall leave his work without first getting permission from his immediate supervisor or Unit Manager. He must also report to the supervisor when returning to work. Such permission shall not be unreasonably withheld.
- 11.05 Settlement Through Discussion - The parties agree that when an employee has a complaint or grievance, he or a representative shall discuss the matter with his immediate supervisor, accompanied by his steward or a member of the local executive, within fourteen (14) consecutive calendar days from the time the incident occurred giving rise to the complaint or alleged violation of this Agreement and before the first step of the Grievance Procedure is implemented. The Employer shall be obligated to meet with the employee or representative. If the Employer doesn't meet, then the Union will be able to proceed with the grievance procedure.

11.06 Settling of Grievances:

Step 1 - Where the matter has not been resolved through discussion as in Article 11.05 above, the Union shall within fourteen (14) consecutive calendar days from the date the discussion was held as per Article 11.05, the employee together with his steward, may present a grievance to the supervisor in writing.

Step 2 - Failing satisfactory settlement, within fourteen (14) consecutive calendar days, after submission under Step 1, the grievance shall be submitted to the District Manager by the Grievance Committee with the employee concerned. The District Manager shall render his decision, in writing, within fourteen (14) consecutive calendar days from the receipt of the grievance.

Step 3 - Failing satisfactory settlement under Step 2, the Union shall within twenty-one (21) consecutive calendar days of receiving the District Manager's decision as outlined in Step 2 give the Employer in writing notice of proceeding with the dispute to arbitration as provided for in Article 12.

11.07 Union or Policy Grievance - Where a dispute involving a question of general application or interpretation of the collective agreement occurs, or where a group of employees or the Union has or initiates a grievance, Step 1 of Article 11.06 may be by-passed.

11.08 Technical Objections to Grievance - No grievance shall be defeated by any formal or technical objection and an Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

11.09 Grievances on Layoffs – Grievances concerning layoffs shall be initiated at Step 2 of the grievance procedure and the parties may agree to any mutually acceptable expedited process to deal with grievances resulting from layoffs.

ARTICLE 12 - ARBITRATION

12.01 (a) Composition of Board of Arbitration - When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or electronically, with confirmation of receipt, addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) days thereafter the other party shall answer by registered mail or electronically indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then meet to select an Impartial chairperson.

(b) If the parties agree, the Board of Arbitration may consist of a single arbitrator.

(c) The parties may agree to proceed with a mediation/arbitration process or any other alternative dispute resolution process.

- 12.02 Failure to Appoint - If the recipient of the notice fails to appoint a nominee, or if the two appointees fail to agree upon a chairperson within seven days of appointment, the appointment shall be made by the Minister responsible for Labour, upon the request of either party.
- 12.03 Board Procedure - The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.
- 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 final and binding and enforceable on all parties, but in no event shall the Board of Arbitration 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 any discharge or a discipline grievance by an arrangement which in its opinion it deems just and equitable.
- 12.05 Disagreement on Decision - Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.
- 12.06 Expenses of the Board - Each party shall pay:
1) the fees and expenses of the nominee it appoints
2) one-half the fees and expenses of the Chairperson, or single arbitrator.
- 12.07 Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedure may only be extended by consent of the parties to this Agreement.
- 12.08 Witness - At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - NO STRIKES OR LOCKOUTS

- 13.01 No Strikes or Lockouts - There shall be no illegal strikes or lockouts during the term of this Agreement.
- 13.02 In the event of a legal strike, the provisions of the New Brunswick Industrial Relations Act shall prevail.

ARTICLE 14 - DISCHARGE, SUSPENSION, AND DISCIPLINE

- 14.01 Procedural Fairness** – The Employer is obligated to follow the principles of procedural fairness and natural justice in relation to any incident that could warrant discipline of an employee.
- 14.02 Pre-Discipline Representation** – An employee who is facing any disciplinary action with respect to an incident or incidents shall be afforded an opportunity to respond before any disciplinary measures are administered. Such employee shall be provided the general nature of the complaint at the first opportunity and sufficient information to respond prior to being asked to respond. The employee has the right to Union representation at any meeting involving an investigation that may lead to disciplinary action.
- 14.03 Warnings** - Whenever the Employer sees it necessary to discipline an employee, the employee has the right to union representation. The Employer shall within ten (10) working days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. Whenever the Employer deems it necessary to censure an employee, this shall be done outside of the corridors, mainly in a specific office.
- 14.04** An employee who is facing disciplinary action with respect to an incident(s) shall be interviewed and during the interview be given the opportunity to explain the nature of the incident(s) prior to receiving any relevant disciplinary measures. The employee has the right to request union representation at any meeting involving an investigation that may lead to disciplinary action.
- 14.05 Discharge Procedure** – An employee may be dismissed but only for just cause and only upon authority of the Employer. A Unit Manager may suspend an employee, but shall immediately report such action to the District Manager. When an employee is discharged or suspended, he shall be given the reason in the presence of his steward, or if no steward is available a Local 1726 member of his\her choice, such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- 14.06 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, Step 1 of the Grievance Procedure shall be omitted in such cases.
- 14.07 Unjust Suspension and Discharge** - Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority and shall be compensated for all time lost in any amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

- 14.08 Employee File - An employee covered by this agreement shall have the right to review his personal file in the presence of a union steward or representative, if he/she so desires, and to make a copy of any document.
- 14.09 A record of disciplinary action shall be removed from the file of an employee after the expiry of a period of twelve (12) months, providing no other instance of disciplinary action of a similar nature in respect to the employee has been recorded during that period.
- 14.10 A suspension without pay pending an investigation shall be for a specified period of time not exceeding twenty (20) working days.
- 14.11 Non-Disciplinary Discussions - Article 14 does not apply to discussions where the purpose of the discussion is not disciplinary. If, during any discussion with an employee, discipline of that employee becomes possible, the discussion shall be postponed immediately by the Employer to allow the employee to seek Union representation.

ARTICLE 15 - SENIORITY

- 15.01 Seniority List - The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards by January fifteenth (15th) each year.
- 15.02 Loss of Seniority - An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-offs, or leave of absence approved by the Employer unless otherwise specified herein. An employee shall lose his seniority and shall be deemed to have terminated employment with the Company in the event:
- 1) He is discharged for just cause and is not reinstated.
 - 2) He resigns.
 - 3) He is absent from work in excess of five (5) days working without notifying the Employer, unless such notice was not reasonably possible.
 - 4) He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
 - 5) He is laid off for a period longer than eighteen (18) months.
 - 6) Upon retirement at age 65, or earlier as agreed by the parties.
- 15.03 Transfers and Seniority Outside Bargaining Unit - No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority acquired for six (6) months from the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

- 15.04 Probationary Employee - Newly hired employees shall be considered on probationary basis for a period of sixty (60) days (450 hours) of work from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 5, as the basis of termination. After completion of the probationary period, seniority shall be effective from the date of employment (original).
- 15.05 Retention of Seniority Rights - Should the Employer merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to the retention of seniority rights for all employees with the new employer.

ARTICLE 16 - VACANCIES, PROMOTIONS, AND STAFF CHANGES

- 16.01 (a) Job Posting - All vacancies occurring or new positions created in the bargaining unit shall be advertised and posted on bulletin boards in the conspicuous places stating the nature of the position, the date of closure for applications, such vacancies may be temporarily filled until a permanent appointment is made by the senior qualified employee. All applications must be made in writing and addressed to the Unit Manager. Notice for new positions or vacancies shall be posted for a period of seven (7) calendar days and if no application is received from persons covered by this Agreement, it will then be up to the management to appoint a new employee. A copy of the job posting shall be sent to the Union Local.
- (b) Temporary Vacancy - Where a temporary vacancy occurs and it is known in advance to be for a period in excess of three (3) months, it shall be filled as per Article 16.01(a).
- 16.02 Information on Postings - Such notice shall contain the following information: nature of position, qualifications, required knowledge and education skills, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.
- 16.03 Method of Making Appointments
- (a) Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority on the date of the posting from among those who meet the necessary job requirements as posted. If the senior applicant who meets the necessary job requirements proves unsatisfactory or if the employee finds himself unable to perform the duties of the new job, the next senior applicant(s) will be awarded the position until the list of applicants is exhausted.
- (b) In addition to the application of (a) above, if an employee is registered in an educational or training program, which would qualify him or her for the position

before the day of the posting of the position, the Employer shall award them the position on the condition that the employee obtains the required education or training within a reasonable period of time based on the qualification needed. The Employer and Local will discuss the conditions of the posted position. The Employer, at its sole discretion, may create a temporary posting for an external qualified candidate where this section applies. An employee's failure to obtain the necessary qualification will disqualify them from the posting.

- 16.04 Trial Period - The successful applicant shall be placed on trial for a period of one month. Conditional on satisfactory service, such trial promotion shall become permanent after the period of one month. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and former wages or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, without loss of seniority and former wages or salary.
- 16.05 Union Notification - The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment of all employees covered by this agreement, monthly.
- 16.06 Notwithstanding article 16.01, when an employee who has become partially incapacitated by a handicap, an illness, advancing years or a temporary disability, and is unable to perform his regular duties, the parties agree that in the event a position or task(s) for which the employee is qualified and capable of performing and or which is adapted and respects the functional limitations as defined by the attending physician, the task(s) or position may be assigned to the employee.

The Employer shall not displace any other employee, except a probationary employee, from his position in order to effect this accommodation.

ARTICLE 17 - LAYOFFS AND RECALLS

- 17.01 (a) Layoff and Recall Procedure - Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees within his/her classification shall be laid off in the reverse order of their seniority and recalled in the order of their seniority, providing they are qualified to do the work.
- (b) An employee who is affected by a layoff shall have one of the following options:
- (1) To claim the position of another employee in any classification subject to the following conditions:
- (i) that such other position is held by an employee with less seniority;
 - (ii) that such employee claiming the position has the ability to perform work.

(2) Be on lay off and be scheduled and/or called for all available work.

- 17.02 No New Employees - No new employees will be hired until those laid off have been given an opportunity of re-employment.
- 17.03 Notice of Lay-off - Except in a case of an emergency, the Employer shall notify employees who are to be laid off fourteen (14) days before the lay-off is to be effective. If the employee laid off has not had the opportunity to work his usual number of days after notice of layoff, he shall be compensated for wages lost for that period during which work was not made available. Where the employee resigns his position he shall give the Employer fourteen (14) days notice of such resignation.
- 17.04 Grievance on Layoffs - Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.
- 17.05 Letter of Reference - Employees shall be given a letter of reference on termination of employment, if requested.

ARTICLE 18 - HOURS OF WORK

- 18.01 The regular daily hours of work shall be seven and one-half (7 1/2) in any one day exclusive of the lunch period. The regular hours of work shall be thirty-seven and one-half (37 1/2) hours per week averaged over a four-week period. This does not however constitute a guarantee of hours per day or per week. The Employer and the Local Union shall establish the four (4) week period.
- 18.02 Break Periods - For shifts of less than five (5) hours but greater than three (3) hours, the employee will receive one (1) fifteen (15) minute paid break. For shifts equal to or greater than five (5) hours but less than seven (7) hours, the employee will receive one (1) fifteen (15) minute paid break and one (1) half-hour unpaid break. For shifts equal to or greater than seven (7) hours, the employee will receive two (2) fifteen (15) minute paid breaks and one (1) half-hour unpaid break.
- 18.03 Hours of Work Schedule
- (a) A work schedule stating the days and shift of employees' normal hours of work and his scheduled days off shall be posted two weeks in advance on a designated bulletin board.
 - (b) The Employer shall not alter the two (2) weeks schedule without prior agreement of the employees concerned.
 - (c) The Employer shall make every effort to post the Christmas and New Year's work schedule by December 1st each year and in any event no later than December 7th.

- (d) Until such time as a departmental electronic work schedule is available, the Employer will continue to post a paper copy of the work schedule in the appropriate department.

18.04 Relief assignments shall be scheduled or called in, taking into consideration the availability, seniority and provided that the employee is capable of fulfilling the normal job requirements.

18.05 Schedule Changes

- (a) Circumstances may arise which, although not covered by agreement, may, in the judgement of the Employer, warrant a modification of the normal schedule. In such an event said shift schedule shall not be changed without prior discussion of the parties.
- (b) Provided sufficient advance notice is given and with the approval of the Manager, employees may exchange shifts if there is no increase in cost to the Employer. Approval shall not be unreasonably withheld.
- (c) Employees required to work seven (7) consecutive days shall be entitled to receive two (2) consecutive days off unless employees request to receive one (1) day off.
- (d) In order to provide full-time employees with as many weekends off as possible, schedules shall be arranged so as to equally distribute weekends off unless otherwise mutually agreed between the employee and the Employer. The Employer agrees to make every effort to provide every second weekend off to full-time employees.
- (e) For part-time employees who request a weekend off, the Employer agrees to make every effort to provide every third weekend off to those part-time employees.

ARTICLE 19 - OVERTIME

19.01 Overtime defined

- (a) All work performed while on vacation, on a holiday, or on days off shall constitute overtime.
- (b) All work performed in excess of the regular hours of work as defined in Article 18.01 shall constitute overtime.
- (c) All work required to be performed after seven (7) consecutive days worked.

19.02 Overtime Rates - Overtime rates shall apply for work as follows:

- (a) Time and one-half the regular rate, or
- (b) Time and one-half off in lieu, within thirty (30) days at the employee's discretion. The Employee must give the Manager at least 10 days notice.

19.03 No Layoff to Compensate for Overtime - Employees shall not be laid off during regular hours due to any overtime worked.

19.04 Overtime for Part-time Employees - Part-time employees working less than seven and one-half (7½) hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours so worked, up to and including seven and one-half (7½) hours in the working day. Regular overtime rates shall apply after seven and one-half (7½) hours in the working day and for all work performed on holidays and all work performed in excess of thirty-seven and one-half (37½) hours per week averaged over a four week period.

19.05 Sharing of Overtime - Overtime and call back time shall be offered by seniority to employees who are willing and qualified to perform the work that is available, up to a maximum of fifteen (15) hours per four (4) week period, as established in Article 18.01.

19.06 Minimum Call Back Time - An employee who is called in and required to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

19.07 Authorization of Overtime - Overtime shall be authorized by the Employer in advance and in writing if possible.

ARTICLE 20 - HOLIDAYS

20.01 (a) List of Holidays - The Employer recognizes the following as paid holidays:

New Year's Day	New Brunswick Day
Family Day (3 rd Monday February)	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed as a holiday by the Federal or Provincial Government, this schedule to be divided equitably among employees.

- (b) In recognition of the fact that not all employees are observant of the following holidays: Good Friday, Easter Sunday and Christmas Day, employees who inform, in writing, in advance of the scheduling of their desire to observe alternative non-

Christian holidays, may be scheduled to work on any of the holidays listed above. Employees can use accumulated day(s) outlined in Article 20.02 (d) to recognize their desired religious observances.

- 20.02 (a) If a holiday falls on an employee's scheduled day off, he shall be given an alternate day off with pay. If an employee is scheduled to work on a holiday, he shall be paid time and one-half (1½) the regular rate for all hours worked plus an alternate day off with pay, as provided in Article 20.01.
- (b) Double time and a half the regular rate for the second shift worked on a holiday.
- (c) The alternate day off shall be given within thirty (30) days of the actual holidays listed under 20.01 and that day shall be the employee's holiday. Whenever possible such day shall be given immediately proceeding or following his regular day off. If the alternate day off is not given within thirty (30) days, payment shall be made at the overtime rate.
- (d) An employee shall be entitled to accumulate these holidays to a maximum of nine (9) days at any one time and take these days off at a mutually agreed time. Such time off shall not be unreasonably denied. If these "accumulated days" are not mutually agreed upon, then these days off shall be scheduled by the Employer within sixty (60) days of the request, or payment shall be made at the overtime rate.
- For stat holidays in excess of the nine (9) days in the bank, the Employer shall have the right to schedule the holiday within sixty (60) days of the holiday, or payment shall be made at the overtime rate.
- (e) A full-time or part-time employee who works on her scheduled holiday, other than one (1) of the official holidays as listed in 20.01(a), shall receive her paid holiday and, in addition shall be compensated by:
- (i) Two (2) times the employee's regular hourly rate for all hours worked and;
 - (ii) The number of hours worked to be taken as time off at a later date consistent with 20.02(c).

20.03 Holidays on Day Off - When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

20.04 Qualifying for Holiday Pay - To be eligible for holiday pay, an employee must have worked on the scheduled work day prior to his scheduled holiday and scheduled work day after the holiday, unless such absence is approved.

ARTICLE 21 - VACATIONS

- 21.01 Length of vacation** - Every employee who has completed his probationary period and who, on the 30th day of June, the last day of the vacation year, has service of:
- (a) Less than five (5) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of one and one-quarter days per month of service completed within the vacation year;
 - (b) Five (5) years but less than 16 years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 1.66 days per month of service completed within the vacation year;
 - (c) Sixteen (16) years but less than seventeen (17) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 1.75 days per month of service completed within the vacation year;
 - (d) Seventeen (17) years but less than eighteen (18) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 1.83 days per month of service completed within the vacation year;
 - (e) Eighteen (18) years but less than nineteen (19) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 1.91 days per month of service completed within the vacation year;
 - (f) Nineteen (19) years but less than twenty (20) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 2 days per month of service completed within the vacation year;
 - (g) Twenty (20) years or more shall be entitled to five (5) weeks with pay at his regular rate.
- 21.02 Holidays During Vacation** - If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each holiday, in addition to his regular vacation time.
- 21.03 Vacation Pay on Termination** - An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionated payment of salary or wages in lieu of such vacation.
- 21.04 Vacation Schedules** - The Employer shall post no later than March 1st each year, a list showing the forecasted number of vacation days each employee will have accumulated. Unless mutually agreed, vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed to by the employee and the employer. Vacations shall commence immediately following the employee's regularly scheduled days off.

- 21.05 Calculation of Vacation Pay - Vacation pay shall be at the rate effective immediately prior to the employee's vacation period. Employees will receive any regular pay that would fall due during their vacation period, dated to cash on receipt of same, providing Management is given fifteen (15) days notice.
- 21.06 Preference in Vacation - Vacation shall be granted first on the basis of seniority in classification.
- 21.07 Vacation Year - The vacation year shall be from July 1 to June 30th. Vacation shall not be carried over to the next year unless approved by the Employer.
- 21.08 Unbroken Vacation - All eligible employees shall be entitled to receive fifteen (15) consecutive days of vacation. Unbroken vacation of over fifteen (15) days shall be subject to the Employer's approval.
- 21.09 An employee hospitalized or sick at home for four (4) consecutive days or more during his vacation period will qualify for use of sick leave credits upon presentation of a Doctor's certificate, providing management is notified during the illness. The portion of his vacation while the employee was hospitalized or sick at home shall be rescheduled later.

ARTICLE 22 - SICK LEAVE PROVISIONS

- 22.01 Amount of Sick Leave - Each employee in the bargaining unit shall accumulate sick leave credits at the rate of one and one-half (1½) days per month for each calendar month of service up to a maximum of two hundred and forty (240) days.
- 22.02 New Employees - An employee commencing employment before the sixteenth (16th) of the month shall be eligible to accumulate sick leave credits for that month.
- 22.03 Deduction from Sick Leave - A deduction shall be made from the employee's accumulated sick leave credits for each regular working hour (exclusive of holidays) that the employee is absent on sick leave as defined in 22.01. Seven and one-half (7½) hours constitutes a working day.
- 22.04 Investigation of Sick Leave - The Employer reserves the right to investigate any reported illness of an employee. If after investigation the Employer feels that there may be abuse of sick leave or if the illness is in excess of three (3) consecutive working days, the employee may be required to submit proof of illness from a medical practitioner with expertise pertaining to the illness. Proof of illness, if required, shall be asked for during the illness.
- 22.05 Reporting of Illness - In any case of absence due to sickness, or accident, the matter must be reported as soon as possible to the Unit Manager or designate.
- 22.06 Sick Leave During Leave of Absence - When an employee is given leave of absence without

pay for any reason, or is laid off on account of lack of work for a period exceeding one half the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall maintain any sick leave credits, if any, existing at the time of such leave or layoff, upon his return to work.

- 22.07 Sick Leave Records - A record of all unused sick leave will be kept by the Employer. Any employee is to be advised on application of the amount of sick leave accrued to his credit. All employees shall be advised once a year by January fifteenth (15th) of the number of sick leave credits in their bank. All information regarding the employee's sick leave record shall be confidential.
- 22.08 The absence of an employee who is receiving compensation benefits under the Worker's Compensation Act shall not be charged against the employee's sick leave credits or vacation credits.
- 22.09 (a) Sick leave shall be granted for Medical or Dental appointments which cannot be arranged outside of an employee's normal working hours. The employee shall notify the Employer of the time of the appointment as soon as the appointment is confirmed.
- (b) Whenever the Employer requests a medical certificate, x-ray and test, except to support a claim for sick leave, such cost of certificate, x-ray and test will be the responsibility of the Employer.
- (c) Where the Employer requests that an employee completes an Attending Physician's Report, upon receipt of proof of payment, the Employer will reimburse the cost to the employee.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Union Business

- (a) Leave of absence without pay shall be granted upon request by the Employer to employees elected or appointed to represent the Union business. However, not more than one (1) employee shall be entitled to a leave of absence at the same time for this purpose, however, if the bargaining unit exceeds twelve (12), two may be allowed.
- (b) Employees shall not suffer any loss of pay when required to leave their employment temporarily in connection with grievance or arbitration cases.
- (c) Union members selected by the unions as appointees of the Union on the Bargaining Committee as outlined in Article 10.01 shall be given leave of absence with pay not to exceed an aggregated forty-five (45) working days during the life of this Agreement. Additional leave shall be granted to the Bargaining Committee without pay.

- (d) The Employer shall maintain full salary and benefits to the employee during a leave of absence in accordance with Article 23.01 a). The Union shall then reimburse the Employer. Application for such leave shall be made two weeks in advance if possible.

23.02 Bereavement Leave

- (a) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's spouse, common-law spouse, same sex partner, child, child of a spouse, grandchild, parent, person acting in loco parentis, without loss of pay up to a maximum of seven (7) consecutive calendar days, commencing with the notification of death. If the employee has reported to duty, that day will be paid by the Employer and the bereavement leave will commence on the next day. If burial does not occur immediately following the funeral, the employee may request one day of the seven (7), to attend interment.
- (b) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's brother, sister, step-mother or step-father, without loss of pay up to a maximum of five (5) consecutive calendar days, commencing with the notification of death. If the employee has reported to duty, that day will be paid by the Employer and the bereavement leave will commence on the next day. If burial does not occur immediately following the funeral, the employee may request one day of the five (5), to attend interment.
- (c) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-brother, step-sister or step-grandchild or relative living in the household, without loss of pay up to a maximum of three (3) consecutive calendar days, one of which must be the day of the funeral. If burial does not occur immediately following the funeral, the employee may request one day of the three (3), to attend interment.
- (d) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's sister-in-law, brother-in-law, aunt, uncle, niece, nephew or spouse's grandparent, without loss of pay for one (1) calendar day to attend service or interment.
- (e) Bereavement leave is applicable to all hours which part-time employees have agreed to work. An employee who is on vacation and suffers a loss covered by bereavement leave shall be entitled to use his bereavement leave and have his vacation rescheduled. If the leave is applicable on a statutory holiday, such holiday will be credited to the employee for use at another mutually agreed upon date.
- (f) Upon request by the employee, where burial occurs outside the province or more than 200 km from the employee's residence, such leave shall include up to two (2) extra days without pay which may be taken as vacation or statutory holidays.

- 23.03 (a) Legislative Leaves – The parties agree that leave shall be granted to an employee, without pay and without loss of seniority, in accordance with any applicable Provincial and Federal legislation for maternity, child care, adoption, pregnancy, family responsibility, and compassionate care.

Paternity Leave - On the occasion of the birth of his child, a male employee shall be granted paternity leave without loss of regular pay for two (2) days. Such time off shall occur at a time mutually agreed to between the Employer and the employee but during the period of confinement of the mother.

(b) **Compassionate Care Leave**

- i) An employee shall be granted an unpaid leave of absence as per the Compassionate Care Leave provisions of the *Employment Standards Act*.
- ii) Upon request by the employee, he shall be entitled to return to work, on the next posted schedule. Prior to the next schedule, the employee shall be entitled to be called.
- iii) The employee shall accumulate all seniority during the leave.

(c) **Maternity leave shall be granted without pay and without loss of seniority for pregnancy to an employee as follows:**

- i) Not later than the twentieth (20th) week of her pregnancy, a pregnant employee will inform the Employer of the anticipated delivery date.
- ii) At the employee's request, maternity leave shall commence twelve (12) weeks before the anticipated delivery date.
- iii) Where an employee submits a medical certificate to the Employer stating that her health so requires, maternity leave shall commence earlier than twelve (12) weeks before the anticipated delivery date.
- iv) The Employer may direct an employee who is pregnant to proceed on maternity leave at any time, where in his opinion, the interest of the Institution so requires.
- v) Maternity leave shall terminate not less than six (6) weeks following delivery. Upon production of a medical certificate that she cannot commence her duties, leave shall be extended to a maximum of three months following delivery. An employee returning to work from maternity leave shall be reinstated to her previously held position. The employee will advise the Employer at least two (2) weeks prior of her return to work.

vi) Employees entitled to maternity leave shall be permitted to use ten (10) working days of their accumulated sick leave credits while on maternity leave.

vii) Where an employee is on maternity, adoption or childcare leave, they may be entitled to work during their approved leave on terms mutually agreed upon by the Employer and the Union. Approval shall not be unreasonably withheld.

23.04 Time Off for Election - Employees shall be allowed time off before the closing of polls, as per election act, in Federal, Provincial or Municipal elections or referendum without deduction from normal daily pay.

23.05 Jury or Court Witness Duty - The Employer shall grant a leave of absence without loss of seniority to an employee who serves as a juror, is summoned to appear for jury selection or if he shall be a witness in any court proceeding. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

23.06 Education Leave - Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service, as previously approved by the Employer.

23.07 General Leave - The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

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

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days - The Employer shall pay salaries bi-weekly every other Wednesday, in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions.

24.02 Equal Pay for Equal Work - The principle of equal pay for equal work shall apply, regardless of sex.

- 24.03 Part-time Employees - Part-time employees paid the regular hourly rate of pay shall receive the wage rates, conditions of employment, and benefits specified in this agreement on a pro rata basis according to paid hours.

The formula for calculation of statutory holiday entitlement shall be: $.046 \times \text{paid hours}$.

The formula for calculation of sick leave credits shall be: $.069 \times \text{paid hours}$.

- 24.04 Pay During Temporary Transfers - When an employee is assigned for one (1) shift or more the major portion of the duties of a higher classification within the bargaining unit, he shall be paid at the same step of the salary scale of the higher classification. An employee temporarily assigned to a lower paying position shall not have his rate reduced.

24.05 Shift Premium

(a) Weekend Shift Premium – An employee who works the majority of their work hours between 16:00 on Friday and 20:00 on Sunday will be paid nine dollars and eighty-four cents (\$9.84) per shift.

(b) Evening Shift Premium – An employee who works a shift whereby 50% or more of the hours worked are between 16:00 and 20:00 in the evening, will be paid nine dollars and eighty-four cents (\$9.84) per shift.

- 24.06 On-Call Pay - When an employee is advised that he is "on call", that is, immediately available by direct telephone contact, he shall be paid \$5.00 per eight hours required to be "on call". All hours actually worked shall be paid at overtime rate with a minimum payment of three (3) hours as per Article 19.06.

- 24.07 Taxi Allowance - When an employee other than a part-time employee, is called into work when not scheduled between 11:30 p.m. and 7:00 a.m., transportation or taxi service to and from the home of the employee shall be provided by the Employer to a maximum of \$11.00 per trip, upon presentation of a receipt.

- 24.08 Educational Allowance - The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify himself to perform his job.

- 24.09 The Employer will deduct one cent (1 ¢) per hour off all employees in the bargaining unit. The money will be submitted to the Secretary-Treasurer of Local 1726. The money will be submitted yearly based on the hours worked during the calendar year, said money to be submitted by January 31st of the following year.

- 24.10 Workers' Compensation - An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by WorkSafe NB as compensable within the meaning of the Workers' Compensation Act, shall accumulate seniority during the period of total temporary disability and shall accumulate vacation and sick leave benefits under this agreement for a period of one (1) year of total temporary disability. Employees shall be eligible to continue their coverage under the Health and

Welfare Plan and Pension Plan with the premiums covered on the cost shared basis as set out in Article 25.02 for a period of six (6) months. The employee may continue to make their contributions to the pension plan and thereby continue to earn credited service for the period contemplated above.

- 24.11 Errors in Pay – In the event of an overpayment, the Employer will recover the entire overpayment from the employee through payroll deductions beginning the pay period following the overpayment, or by such other arrangement as concluded between the employee and the Employer.

In the event of a payroll error resulting in an underpayment of **fifty (\$50)** dollars or more, the Employer will endeavor to correct the error within three (3) working days of being notified of the error by the employee.

- 24.12 Retirement Allowance - When an employee having continuous service of five years or more, retires due to disability, death or age, the Employer shall pay such an employee or beneficiary a retirement allowance equal to five days' pay for each full year of continuous service but not exceeding one hundred and twenty-five days' pay at the employee's regular rate of pay.

ARTICLE 25 – HEALTH AND WELFARE PLAN

- 25.01 The Employer agrees to provide to its employees at the Spencer Memorial Home a Group Insurance Package, which is based on the New Brunswick Association of Nursing Homes' plan offered to the Home's employees. Such a plan is outlined in Schedule "B" attached.
- 25.02 The premiums for health insurance and AD plus D will be shared on a 75% Employer and 25% Employee basis. Premiums for dental and Life insurance coverage will be shared on a 50/50 cost-sharing basis.
- 25.03 It is understood and agreed that all group Insurance benefits shall be in accordance with and subject to the terms and conditions of the Group Policy issued to the Employer by the Group Insurance Carrier and which is now in existence.
- 25.04 (a) The Employer will provide a Pension Plan effective November 1, 1982. Enrolment in the plan is mandatory for all future employees upon completion of their 60-day probationary period as per article 4.02.
(b) Enrolment in the Pension Plan is mandatory for all future employees who are eligible as per the provisions of Versa Services Ltd. Pension Plan for hourly employees amended and reinstated as of January 1, 1996, Part A Defined Benefit Programs.
- 25.05 Notwithstanding coverage of benefits as per article 25.01 and 24.09 employees will have the option of continuing their coverage under the Health and Welfare Plan during any unpaid leave of absence contemplated under Article 22.01 and Article 23.03 by paying one hundred (100%) percent of the premiums.

ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION

- 26.01 Job Descriptions - The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent within sixty (60) days of the signing of the Agreement. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.
- 26.02 No Elimination of Present Classification - No classification shall be eliminated without prior agreement with the Union.
- 26.03 Changes in Classification - When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when a position not covered in Schedule "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 27 - SAFETY AND HEALTH

- 27.01 Safety and Health - The Employer shall make reasonable provisions for the safety and health of its employees during their hours of employment. Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer. It is mutually agreed that both the Employer and the Union shall co-operate to the fullest extent possible towards the prevention of accidents and in reasonable promotion or safety and health of the Employer, employees and residents. In conjunction with the Kenneth E. Spencer Memorial Home Health and Safety Committee, the parties shall:
- a) provide representation from both the Employer and the Union;
 - b) be involved in the establishment and enforcement of policies involving safety practices;
 - c) keep the employees informed of all policies involving safety practices;
 - d) maintain an appropriate bulletin board for the exclusive use of the safety committee;
 - e) carry out safety inspections and investigate reported unsafe conditions;
 - f) post minutes of all safety committee meetings on bulletin boards;

- g) the employer will post a copy of the Occupational Health and Safety Act in the workplace;
- h) The Employer recognizes the rights of the committee under the N.B. Occupational Health and Safety Act.

27.02 In the event an employee who through illness and who is not covered by WSNB is quarantined from work by a Medical Officer of Health and who has exhausted their sick bank, they will not suffer a reduction in salary for their regular assignment for the period of quarantine.

ARTICLE 28 - JOB SECURITY

28.01 The Employer agrees that no employees of the bargaining unit shall be laid off, or suffer reduction of hours of work or benefits due to the contracting out of work.

ARTICLE 29 - CLOTHING ALLOWANCE

29.01 (a) **Uniforms**
The Employer will provide and ensure that at all times regular employees have three (3) uniforms as per job requirements and will replace those uniforms which have been worn out due to normal wear.

Employees regularly scheduled to work five or more consecutive shifts will be provided one additional uniform. Relief shifts will not be considered for the purpose of determining entitlement.

(b) **Shoe allowance**
The Employer will provide each employee with a fifty dollar (\$50.00) annual non-slip shoe allowance as per job requirements.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Proper Accommodation - Proper accommodation shall be provided for employees to have their meals and keep and change their clothes subject to the Home's approval.

30.02 Bulletin Board - The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and other notices as may be of interest to the employees subject to the Home's approval.

ARTICLE 31 - PRESENT CONDITIONS TO CONTINUE

- 31.01 Conditions and benefits which employees now enjoy, receive or possess shall continue to apply to employees presently receiving them insofar as they are consistent with this Agreement, unless modified by mutual agreement between the Employer and the union.

ARTICLE 32 - TERM OF AGREEMENT

- 32.01 Term of Agreement - This Agreement shall be binding and remain in effect from October 16, 2016 to October 15, 2022, and thereafter shall continue in force from year to year unless either party gives to the other party notice in writing two months prior to the termination of this Agreement or any succeeding year of either party's desire to negotiate a new Agreement or amend the existing Agreement.

Retroactive pay from the period of October 16th, 2016 shall be paid within thirty (30) days of ratification of the collective agreement. The Employer will endeavour to work with their Payroll dept regarding the issuance of a separate pay stub for retroactive pay.

- 32.02 Changes in Agreement - Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 32.03 Notices of Changes - Either party desiring to propose changes or amendments to this Agreement shall, between the period of 30 to 60 days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within ten (10) working days or receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.
- 32.04 Agreement to Continue in Force - Both parties shall adhere fully to the terms of this Agreement during the period of collective bargaining, and if negotiations extend beyond the anniversary date of the agreement, any revision in terms, mutually agreed upon, shall unless otherwise specified, apply retroactively to the date.

DATED AT Dieppe THIS 27 DAY OF November 2020.

FOR THE COMPANY:

DocuSigned by:

Martin Campeau

AC60AB4D43C44D0

Martin Campeau
Labour Relations Manager

Date: 12/15/2020

DocuSigned by:

Brian Slemming

CE5004A03B00412

Brian Slemming
District Manager, Atlantic Canada

Date: 12/15/2020

DocuSigned by:

Steven Leonoff

ESFRCAAEBEE3437

Steven Leonoff
National Labour Relations Director

Date: 12/15/2020

FOR THE UNION:

Melissa Tingley

Melissa Tingley
Shop Steward

Date: Nov 27/ 2020

Heather Leet

Heather Leet
President

Date: Nov. 27 2020

Danika Parker

Danika Parker
Servicing Representative

Date: Nov 27, 2020

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SCHEDULE "A" - WAGES

Wage Grid 2016 - 2022

Classification	Starting wage	16 Oct. 2016 .625%		16 Apr. 2017 .625%		16 Oct. 2017 .75%		16 Apr. 2018 .75%		16 Oct. 2018 .75%		16 Apr. 2019 .75%		16 Oct. 2019 .75%		16 Apr. 2020 .75%		16 Oct. 2020 1%		16 Apr. 2021 1%		16 Oct. 2021 1%		16 Apr. 2022 1%
Utility	\$16.99	\$17.10	A	\$17.20	A	\$17.33	A	\$17.46	A	\$17.59	A	\$17.72	A	\$17.86	A	\$17.99	A	\$18.17	A	\$18.35	A	\$18.54	A	\$18.72
	\$17.64	\$17.75	B	\$17.86	B	\$18.00	B	\$18.13	B	\$18.27	B	\$18.40	B	\$18.54	B	\$18.68	B	\$18.87	B	\$19.06	B	\$19.25	B	\$19.44
	\$18.30	\$18.41	C	\$18.53	C	\$18.67	C	\$18.81	C	\$18.95	C	\$19.09	C	\$19.23	C	\$19.38	C	\$19.57	C	\$19.77	C	\$19.97	C	\$20.17
Cook 1	\$20.74	\$20.87	A	\$21.00	A	\$21.16	A	\$21.32	A	\$21.48	A	\$21.64	A	\$21.80	A	\$21.96	A	\$22.18	A	\$22.40	A	\$22.63	A	\$22.85
	\$21.52	\$21.65	B	\$21.79	B	\$21.95	B	\$22.12	B	\$22.28	B	\$22.45	B	\$22.62	B	\$22.79	B	\$23.02	B	\$23.25	B	\$23.48	B	\$23.71
	\$22.33	\$22.47	C	\$22.61	C	\$22.78	C	\$22.95	C	\$23.12	C	\$23.30	C	\$23.47	C	\$23.65	C	\$23.88	C	\$24.12	C	\$24.36	C	\$24.61
Cook 2	\$22.90	\$23.04	A	\$23.19	A	\$23.36	A	\$23.54	A	\$23.71	A	\$23.89	A	\$24.07	A	\$24.25	A	\$24.49	A	\$24.74	A	\$24.99	A	\$25.23
	\$23.76	\$23.91	B	\$24.06	B	\$24.24	B	\$24.42	B	\$24.60	B	\$24.79	B	\$24.97	B	\$25.16	B	\$25.41	B	\$25.67	B	\$25.92	B	\$26.18
	\$24.65	\$24.80	C	\$24.96	C	\$25.15	C	\$25.33	C	\$25.52	C	\$25.72	C	\$25.91	C	\$26.10	C	\$26.36	C	\$26.63	C	\$26.89	C	\$27.16

Wage Increases

Year 1 1.25% (0.625% on October 16, 2016 and 0.625% on April 16, 2017)
 Year 2 1.50% (0.75% on October 16, 2017 and 0.75% on April 16, 2018)
 Year 3 1.5% (0.75% on October 16, 2018 and 0.75% on April 16, 2019)
 Year 4 1.5% (0.75% on October 16, 2019 and 0.75% on April 16, 2020)
 Year 5 2.0% (1% on October 16, 2020 and 1% on April 16, 2021)
 Year 6 2.0% (1% on October 16, 2021 and 1% on April 16, 2022)
Total 9.75%

- The general economic increases are retroactive to October 16, 2016.

(*) Wage adjustment October 16, 2016

	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>
Cook 1	\$0.04	\$0.06	\$0.06
Cook 2	\$0.10	\$0.13	\$0.13
Utility	\$0.03	\$0.04	\$0.05

SCHEDULE "B"

GROUP INSURANCE BENEFITS

- | | | |
|----|---|----------|
| 1. | Basic Life Insurance | \$50,000 |
| 2. | Accidental Death and
Dismemberment (max.) | \$50,000 |
| 3. | Dependent Life Insurance | |
| | Spouse - | \$ 5,000 |
| | Child - | \$ 2,500 |
| 4. | Dental Plan (Basic Services)
- Dental Fee Guide 2014 (effective July 1, 2015).
80% Co-Insurance
\$1,000 per year maximum | |
| 5. | Major Medical: | |
| | * Hearing Aids and
Vision Care | |
| | * Semi-private Hospital coverage | |
| | * Pay Direct Drug Plan | |

LETTER OF AGREEMENT
between
ARAMARK Canada Ltd.
and
C.U.P.E. LOCAL 1726-01

RE: Reduced Hours of Work

Upon receipt of a request at least four (4) weeks in advance, the Employer will consider temporarily reducing the regular number of hours worked per week by a regularly scheduled employee for a period of not less than six (6) months and not longer than twelve (12) months. Employees will be entitled to only one request per twelve (12) month period.

The Employer will only consider requests that do not incur additional cost or undue administrative challenges.

The status of the full-time employee will change in accordance with the number of hours worked.

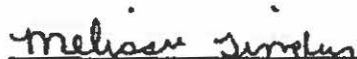
The Employer retains the right to return the employees to their normal status if, in the sole opinion of the Employer, it is deemed necessary.


The regular assignment shall not be deemed to have been abolished as a result of accepting the request.

Notwithstanding articles 18 & 19, there will be no entitlement to overtime as a result of the integration of the employee into a schedule as a result of the application of this agreement.

This Letter of Agreement shall remain for the term of this collective agreement.

FOR THE UNION:


Melissa Tingley, Shop Steward


Heather Leet, President


Danika Parker, Servicing Representative

FOR THE EMPLOYER:

DocuSigned by:

Martin Campeau, Labour Relations Manager

DocuSigned by:

Brian Slemming, District Manager, Atlantic Canada

DocuSigned by:

Steven Leonoff, National Labour Relations Director