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NO. OF EMPLOYEES	35		
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COLLECTIVE AGREEMENT

between

VERSA SERVICES LTD. AT JOSEPH BRANT HOSPITAL

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1065

0654805

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COLLECTIVE AGREEMENT

BETWEEN: **VERSA SERVICES LTD.** (Food Management Services)
at Joseph Brant Memorial Hospital at Burlington,
Ontario hereinafter called the "Company"

Of the First Part

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL
UNION NUMBER 1065 (VERSA Services Unit)** Affiliated
with the Canadian Labour Congress, hereinafter
called the "Union"

Of the Second Part

ARTICLE 1 - RECOGNITION AND PURPOSE

1.01 Whereas the Union has been certified by the O.L.R.B., the Company recognizes the Union **as** the sole and exclusive bargaining agent of the employees concerned.

The purpose of this Agreement is to establish hours of work, working conditions and rates of pay, and to provide machinery for the equitable disposition of grievances with a view to the promotion of good Company employee relations.

1.03 With this intent, the parties hereto have agreed **as** follows:

ARTICLE 2 - INTERPRETATION

2.01 In this Agreement:

- a) Whenever the male gender is used **it** may mean male or female, and whenever the **singular** is used **it** may mean Singular **or** plural.
- b) "Basic Rate" shall **mean** the rate of pay shown in Schedule "A" for the classification of the employee concerned.
- c) "Working Day" Relative to grievance procedure only shall mean a day excluding Saturday, **Sunday** and statutory or proclaimed holidays.

ARTICLE 3 - SCOPE

3.01 The scope of this Agreement shall apply to those employees who are regularly employed for 37.5 hours or more on a bi-weekly basis in the job classifications in Schedule A, forming part of this Agreement or **in** those classifications established during the lifetime of this Agreement which by their nature should be added to Schedule "A", save and except manager and supervisor, persons above the rank of supervisor, graduate and student dietitian, chef and office staff.

12 The Company agrees that supervisors shall not normally perform work assigned to employees in the bargaining unit except for the purpose of training, instructing, experimenting, safety, and in emergencies. No employee shall be laid off as a result of a supervisor performing such work.

ARTICLE 4 - RESPONSIBILITIES

- 4.01 The Company agrees that there shall be no discrimination or restriction exercised or practiced with respect to any employee, nor interference by reason of his membership or lawful activity in the Union.
- 4.02 The Union agrees that it will not discriminate nor coerce any employee because of his membership or non-membership, his activity or lack of activity in the Union.
- 4.03 The Union and employees will not engage in any Union activities during working hours nor hold meetings at any time on the premises of the Hospital, except as authorized under this Agreement.
- 4.04 The parties agree that in accordance with the provisions of the Ontario Human Rights Code, there shall be no discrimination against any employee by the Union or by the Company by reason of race, colour, creed, age, sex, marital status, nationality, ancestry, or place of origin.
- 4.05 a) Union Management Meetings - It is agreed that Union Management Meetings may be held upon the request of either party, with five (5) days notice, at which time the party requesting the meeting shall supply an agenda of the items to be discussed. It is understood that such meetings shall not be held more frequently than once a month unless otherwise mutually agreed between the parties.
- b) Responsibilities of the Parties - Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 4.05 c) It is agreed that the topic of a rehabilitation program for drug and alcohol abuse is an appropriate topic for the Labour Management Committee.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that it is the exclusive right of the Company to:
- a) Maintain order, discipline and efficiency,
- b) Hire, discharge, direct, transfer, classify, promote, lay-off, demote or discipline employees subject to the terms of this Agreement. These rights shall be applied in a just manner, and a claim by an employee that they have not been so applied may be subject of a grievance and dealt with as hereinafter provided.
- c) Administer and manage all the affairs of the Company.
- 5.02 The Company agrees to advise the Union of any changes in rules, regulations, policies and practices to be observed by the employees.

ARTICLE 6 - UNION SECURITY AND GENERAL RELATIONSHIPS

- 6.01 All present employees who are members of the Union shall, as a condition of continuing employment, remain members in good standing of the Union for the term of this Agreement.

- 6.02 Present employees who are not members of the Union shall not be required to become members but dues deductions shall be made by the Company in respect of such employees.
- 6.03 Employees who become members of the staff of the Company after the effective date of this Agreement, shall as a condition of continuing employment be required to join the Union after the probationary **period** described in Article 15.01 and remain members in good standing of the Union for the term of this Agreement.
- 6.04 A check-off of monthly **union** dues and initiation fees will apply to **an** employee commencing With the first check-off following his date of hire. The amount to be deducted shall be in accordance with the **union** by-laws and/or the Constitution of the Canadian Union of Public Employees.
- 6.05 All deductions made under the provisions of Article 6.04 will be remitted monthly to the proper authorized officials of the Union, together with a list in duplicate of employee's names eligible for such deductions.
- At the time that income tax T-4 slips are made available the Company agrees to type on the amount of union **dues** paid by each employee in the bargaining unit during the previous year.
- 6.06 A new employee will have the opportunity to meet with a representative of the Union **in** the employ of the Company for a **period of up to 15 minutes during** the employee's **orientation period** without loss of **regular** earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 During the term of the Agreement the Union agrees that it shall not cause or sanction any strikes, work slow **down** or work stoppage. The Company agrees that during the term of this Agreement it shall not cause **or** sanction a lockout of its employees.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence **between** the parties hereto, arising out of this Agreement or incidental thereto, shall pass to and from authorized representatives of the Company and the Union.

ARTICLE 9 - UNION REPRESENTATION

- 9.01 The Company agrees to recognize ~~the~~ following representatives of the Union:
- a) Two (2) Stewards.
 - b) A negotiating or grievance committee of **two** (2) employees.
- 9.02 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Company in accordance with the provisions of the Collective agreement.
- 9.03 Within the requirements of efficient operation of the department, the Union president **will** be assigned to shifts that permit his attendance at the Union's regular monthly meetings.

ARTICLE 10 - RECOGNIZED REPRESENTATIVES

10.01 Recognized representatives shall be allowed a reasonable length of time to investigate any grievance or dispute arising under Article 11. It is understood that recognized representatives must receive permission before leaving their place or work; such permission will not be unreasonably withheld. Provided that the above conditions are met, recognized representatives will be paid at the applicable rates for time lost from duty in meetings with management.

ARTICLE 11 - GRIEVANCES

11.01 The Company acknowledges the right of the **Union** steward to assist an employee in presenting a grievance.

11.02 **A grievance means** a difference between the parties to **this** agreement concerning the interpretation, application, administration or alleged violation of this agreement.

11.03 The parties to this agreement recognize the following **types** of grievances:

- a) Employee Grievance: which shall be defined as the complaints of **an** individual employee concerning the application of Article 11.02.
- b) Group Grievance: which shall be defined as the complaint **of** a group of employees concerning the application of Article **11.02**
- c) Policy Grievance: which shall be defined as the complaint of the **Union** concerning **an** application of Article 11.02.
- d) Company Grievance: which shall be defined as a complaint of the Company concerning the application of Article **11.02**.
- e) Dismissal Grievance: which shall be defined as a complaint by a seniority employee that he **has been** dismissed without good and sufficient cause. Such grievance shall be processed starting at the second step of the grievance procedure.

11.04 The Union acknowledges the right of the Company to submit grievances. Such grievances shall be submitted to the Union steward by registered letter. A copy shall be sent to the National **Union** Representative.

11.05 A group Grievance will be processed starting at the second step of the grievance procedure.

11.06 A Policy of Company Grievance will be processed starting at **the third** step **of** the grievance procedure.

ARTICLE 12 - DISCIPLINE

12.01 Discipline shall be given to **an** employee within one week of the Employer being made aware of the incident or a longer period if circumstances dictate; in which case the **Union** will be notified within **said** one week period.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 Step #1 - Verbally between an employee and his supervisor. If he wishes, the employee may be accompanied by the **Union** Steward.

Grievances, other than those which call for a monetary settlement, must be initiated within seven (7) working days of their occurrence.

Grievances requesting a monetary settlement must be initiated within seven (7) days of the circumstances which led up to the grievance, or within seven (7) days of when the employee should have been aware of such circumstances.

The supervisor will give his verbal answer within three working days from the date of presentation.

13.02 Step #2 - If not settled at Step #1.

The grievance shall be reduced to writing, signed by the aggrieved party, and submitted to his Unit Manager within seven (7) working days by the Chairman of the Union grievance committee.

The Unit Manager will meet the Union Grievance Committee within seven (7) working day of receiving the grievance.

The Unit Manager will reply in writing to the chairman of the Union Grievance Committee within three working days following the aforementioned meeting.

The employee must be accompanied by the Union Steward, or in his absence, his designated alternate.

13.03 Step #3 - Failing a settlement at Step #2

Within seven (7) working days of the completion of Step #2, the chairman of the grievance committee may submit the written grievance to the District Manager.

13.04 Within five (5) working days of the grievance being received by the District Manager, the joint Grievance Committee will meet. The Industrial Relations Manager or his delegate may attend such meeting.

13.05 The District Manager will send his written decision to the Union within five (5) working days after the meeting of the Joint Grievance Committee.

13.06 In the case of a Company Grievance, the chairman of the Union Grievance Committee will submit his decision in writing within five (5) working days following the meeting of the Joint Committee.

ARTICLE 14 - ARBITRATION - Failing settlement at Step #3

14.01 The grievance may be referred to Arbitration by either party provided such action is taken within forty (40) calendar days of Step #3 (13.05 or 13.06).

14.02 An Arbitration Board shall be duly constituted as provided by the Ontario Labour Relations Act.

14.03 Each of the Parties hereto shall bear the expense of the Arbitrator appointed by it, and the parties hereto shall jointly and equally bear the expense of the third member of the Board.

14.04 The Board of Arbitration appointed pursuant to Article 14.02 has no jurisdiction to alter, amend, set aside, add to or delete from any of the provisions of this Agreement, nor render any decision which is inconsistent with this Agreement.

1.05 In the case of a suspension or dismissal grievance, any disposition which is just and equitable in the opinion of the parties or an Arbitration Board may be made.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 **An** employee may make a written request for leave of absence without pay, stating good and sufficient reasons, to his Unit Manager. The Unit Manager will reply in writing.

15.02 **An** employee on leave of absence without pay will not be paid for a recognized holiday or holidays which occur during his leave.

15.03 Vacation credits will not accrue during leave of absence without pay, except for leave of absence on union business of 30 consecutive days or less.

15.04 Period of leave of absence in excess of one month without pay will defer, by the length of such leave, the next anniversary increase.

15.05 The employee who does not return to work on the first working day after his leave expires, **will** be considered to have quit unless an acceptable reason is submitted to the Company.

15.06 Any employee who notifies the Company **as soon as** possible following a bereavement will be granted bereavement leave for **three** consecutive calendar days **off** without **loss of** regular pay from regularly scheduled hours in conjunction with the death of the **spouse**, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent **of** spouse. The Company, in its discretion, may extend such leave with or without pay. Where **an** employee **does not qualify** under the above noted conditions, the Company may, nonetheless, grant a **paid** bereavement leave.

15.07 If an employee is required to serve **as** a juror in any court **of** law or **as** a Coroner's Juror or required by subpoena to attend a court hearing in connection with a Company related **court** case, or **as** a witness in a court proceeding in which the Crown is **a** party, he shall not lose any pay because of such attendance provided that the amount paid to him for such service or attendance is promptly repaid by **him** to the Company. The employee shall present proof of service or attendance and **shall notify** the department head immediately upon notification that he **will** be required to attend court **as** a juror or witness.

15.08 **An** employee shall be granted leave without pay for reason of pregnancy **subject** to the following conditions:

- a) She shall have completed twelve months **of continuous** service before the starting date of the leave.
- b) She shall make written request for such leave to her Unit Manager at least two weeks prior **to** the proposed starting date of the leave **and** specify the date leave is **to begin** and the anticipated date **of** being able to return to work.
- c) Such leave shall not exceed seven (7) calendar months.
- d) She shall give the Company at least two (2) weeks notice of her intention to return to work. She shall return to the same position or a comparable one in terms of work setting, level of responsibility and remuneration **as** the positions she occupied when her leave **of** absence began.
- e) **An** employee granted leave without pay for reason of pregnancy **shall** not lose her seniority and shall accumulate seniority **during** such leave.

.09

Leave of Absence

- a) Employees nominated by the Union to attend to Union business not connected with the agreement shall be granted time off provided that the number **of** such requests at one time does not exceed three (3) and that the total man days in any one calendar year does not exceed fifty (50).
- b) Employees on leave for Union business described in 15.09 a) will continue to receive their **normal** pay and the Union agrees to reimburse to the Company such money paid.

15.10

An employee who is on leave of absence without pay for a period in excess of twenty (20) working days in any month shall be responsible for maintaining the full amount of the premium for Hospital, Health Services and Group Life Insurance, for that month.

15.11

- a) An employee who is elected or selected for a full time position with the union may, upon written application delivered to the Employer at least **two** (2) calendar weeks prior to the intended commencement of the leave, be granted leave of absence without pay by the Employer **for** a period up to one (1) year. Such employee shall retain accumulated seniority to the date the leave commences, but shall not accumulate leave. Any such leave shall be limited to only one (1) employee in **any** calendar year.
- b) Two Union representatives shall be allowed to have time off without pay, for the purpose of attending **an** employee's funeral.

15.12

Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.
- b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) **weeks** of continuous service.
- c) The employee shall give written notification at least two (2) weeks prior to commencement of the leave, together with her expected date of return. At such time, she shall furnish the Company **with** her Doctor's certificate **as** to pregnancy and expected date of delivery.
- d) Effective on confirmation by the Unemployment Insurance Commission to the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, **an** employee who is **on** pregnancy leave **as** provided under this Agreement who **has** applied for and is in receipt **of** Unemployment Insurance pregnancy benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be **paid** a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The **supplement** shall be equivalent to the difference **between** ninety-three (93%) of her normal weekly earnings and the sum of her **weekly** unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that she is in receipt of Unemployment Insurance pregnancy benefits.

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

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

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

- e) The employee shall reconfirm her intention to return to work on the date originally provided to the Employer by written notification received by the Employer at least two (2) weeks in advance thereof.

15.13 Parental Leave

- a) Parental Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be 13 weeks continuous service.
- b) For the purpose of this article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his/her own.
- c) An employee who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- d) An employee who is an adoptive parent shall advise the Company as far in advance as possible of having qualified to adopt a child and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- e) The employee shall reconfirm his or her intention to return to work on the date originally approved in subsection (c) above by written notification received by the Company at least two (2) weeks in advance thereof.
- f) Effective on confirmation by the Unemployment Insurance Commission of the appropriateness of the Company's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Unemployment Insurance parental benefits pursuant to section 18 of the Unemployment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three (93%) percent of the employee's normal weekly earnings and the sum of his/her weekly unemployment insurance benefits and any other earnings. Receipt by the Company of the employee's unemployment insurance cheque stub will serve as proof that the employee is in receipt of unemployment parental benefits.
- e) It is understood that during a parental leave exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the collective agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted by the entire period of the absence. In addition, the employee will become responsible for full payment of subsidized employee benefits in which she is participating for the period of the absence.

However, credit for seniority shall not be suspended but shall accumulate during such leave.

Effective November 9, 1990, the Company will continue to pay its share of the premiums of the subsidized employee benefits **in** which the employee **is** participating for the initial seventeen (17) weeks from the commencement of the leave while the employee is on maternity leave. After seventeen (17) weeks and subject to the provision of the master policies governing such plans, employees desiring to maintain such protection through the Employer **shall** be entitled to remit to the Employer such full premiums **as** fall due during the leave so as to insure continued coverage.

The employee shall confirm her intention to return to work on the date originally provided to the Company by written notification to be received by the Company at least two weeks in advance thereof.

Subject to any changes to the employee's status which would have occurred had she not been on maternity leave, the employee shall be reinstated to her former duties, **on the same** shift in the same department, and at the same rate of pay.

- 15.14
- a) Education Leave - **If** required by the employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
 - b) Where employees are required by the Company to take courses to upgrade or acquire new employment qualifications, the Company shall pay the full costs of the courses.
 - c) Scheduling for Courses/Seminars - Subject to operational requirements the Company will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable his/her attendance at a recognized upgrading course or seminar related to employment with the Company.

ARTICLE 16 - SENIORITY

16.01 Newly hired employees shall be considered on a probationary basis for a period of thirty days worked 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 seniority **as** set out in this Article. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

16.02 No employee shall be **hired** for more than one probationary period unless he is substituting for **an** employee who **is** sick **or** on leave of absence. If the employee or employee's supervisor **is** absent from **work** during the probationary period, the probationary period may be extended for **an** additional thirty (30) calendar days.

- 16.03
- a) Seniority shall be defined **as** the length of service of **an** employee from the most recent date **of** hire.
 - b) Seniority shall operate on a bargaining **unit** wide basis.
 - c) In matters of promotions and staff transfers, appointment shall be made of the senior applicant able to meet the normal requirements of the job.
 - d) Seniority shall be **used as** a factor in **case** of demotions, layoffs and recalls, **subject** to the provisions of this agreement.

16.04 Seniority shall be bargaining unit wide. In the event of a layoff, employees will be given **an** opportunity of performing work of less senior employees, provided that they are able to perform that work with a minimum amount of training. No persons shall be laid off for the obvious reasons or purpose of preventing him from becoming a member of the Union.

16.05 The Company 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 every three months.

16.06 **An** employee's seniority rating shall be broken for the reason of:

- a) Discharged and not re-instated.
- b) Voluntary resignation.
- c) After layoff he fails to advise the Company of **his** intention to return to work within two **(2)** calendar days of receipt of a recall notice and/or fails **to** return to work ~~within~~ **fourteen (14)** days following such notification.
- d) He is absent **from work** in excess of three **(3)** working **days without** notifying the Company unless such notice was not reasonably possible.

It is recognized that it is the responsibility of each employee to advise **the** Company of impending absence **as soon as** practicable in order that staff changes may be made.

- e) He is laid off in excess of twenty-four **(24)** months.
- f) He is absent from work due to illness or disability for **a period** in excess of thirty **(30)** months from the time the illness or disability commenced.
- g) He is retired.

16.07

- a) Employees who are to be laid off shall be given, where possible, one **(1)** week's notice or longer before such a lay-off.
- b) No full time employee within the bargaining unit shall be laid off by reason of his/her duties assigned to **one** or more part time employees.

16.08 An employee in receipt of notice of layoff pursuant to 16.07 a) may:

- a) accept **the** layoff; or
- b) opt to receive separation allowance in accordance with the Employment Standards Act; or
- c) opt to retire, if eligible under the terms of pension plan; or
- d) displace another employee who has lesser bargaining unit seniority **in** the same or **a** lower or **an** identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. **An** employee so displaced shall be deemed to have been laid off.

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

16.09 Seniority while on W.C.B. - Seniority shall accrue for a period of twenty-four (24) months for **an** employee absent on W.C.B.

ARTICLE 17 - PROMOTION AND REDUCTION OF STAFF

17.01 When a vacant job occurs, other than one of a temporary nature, notice of such vacancy shall be posted on the Company bulletin board for a period of three (3) working days, during which time employees with seniority may apply for such job.

17.02 Applicants for a posted job vacancy must make written application to the Unit Manager. Selection of the successful applicant shall be made in accordance with 16.03.

17.03 In the event that there are no suitable applicants for a posted job vacancy, the Company shall fill the vacancy in the most suitable manner.

17.04 Employees promoted **or** awarded new positions shall be given a trial period of one month in which to qualify **and** if they fail to do so, shall be returned to their former positions without loss of seniority in such former positions. This trial period may be extended for an additional period **of** one month by mutual agreement **between the** Company and the Union.

17.05 **An** employee **who** has become unable to handle his customary work to advantage owing to age or other infirmity shall be given the opportunity of performing suitable work within his capabilities if such a vacancy exists.

17.06 The Union will be notified in writing, of hiring, lay-offs, rehiring, written reprimands, suspensions, and terminations of employment.

17.07 **If an** employee substitutes on any job during the absence of another employee, or performs duties of a higher classifications, he shall receive the rate for the job or his regular rate whichever is the greater.

17.08 Management will supply the Union with reasonably complete job descriptions for each job classification during the **life** of this Agreement. It is understood that these descriptions represent only **the major** duties within the general work content and will be deemed to include any other duties that may be assigned for a limited time.

ARTICLE 18 - VACATIONS

18.01 For the purpose of computing vacation entitlement and vacation pay, the vacation year shall be **deemed** to commence on July 1 of each year and to end June 30 of the following year. Vacations earned during any single vacation year must be taken during the immediately subsequent vacation year.

For the vacation **year** 1990 the anniversary date method of entitlement for vacation purposes will be **the** method if any **used** by the client Joseph Brant Hospital.

18.02 For the purpose of this agreement, the expression "continuous service" shall **mean** the period during which the employee has been continuously in the full time employ of the Employer since his last date of hiring except that time lost **as** the result of unpaid illness or leave **of** absence for a continuous period in excess of

thirty (30) days shall be deducted in computing an employee's continuous service.

18.03 **An** employee who has completed one (1) year but less than two (2) years of continuous service as of June 30 of any year shall be entitled to two (2) weeks annual vacation, with pay.

18.04 **An** employee who has completed two (2) years but less than five (5) years of continuous service as of June 30 of any year shall be entitled to three (3) weeks **annual** vacation, with pay.

18.05 **An** employee who has completed five (5) years but less than fifteen (15) years of continuous service as of June 30 of any year shall be entitled to four (4) weeks **annual** vacation, with pay.

18.06 **An** employee who **has** completed fifteen (15) years but less than twenty five (25) years of continuous service as of June 30 of any year shall be entitled to five (5) weeks **annual** vacation, with pay.

18.07 **An** employee who **has** completed twenty-five (25) years or more of continuous service as of June 30 of any year shall be entitled to six (6) weeks annual vacation, with pay.

Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work, subject to the application of Article 9.04, Effect of Absence.

18.08 Vacation pay shall be calculated at the employee's basic straight time rate in effect as of the date on which his vacation commences.

18.09 An employee will be given the opportunity to request from choice of vacation dates by March 1st of the vacation year. Wherever possible the Company shall attempt to **grant** the employee the requested time off. Where this is not possible the decision of the department head will prevail.

18.10 Final Vacation Schedules will be posted by April 1st.

18.11 Employees wishing to exchange vacation periods after they have been posted shall give such request in writing to the Unit Manager. The Unit Manager will assist the employee in attempting to exchange vacation with other employees when requested.

18.12 When recognized holidays falls on a day of the employee's scheduled vacation he shall be entitled to elect:

- an additional day of vacation, or
- an additional day's pay at the basic rate in lieu of the holiday, or,
- an additional day off with pay in lieu of the holiday to be taken after the holiday on a date mutually agreed with the Unit Manager.

18.13 Upon termination of employment an employee shall be paid vacation pay according to his vacation credit earned to the date of separation.

18.14 Should an employee die while in the service of the Company, the unused portion of his vacation credits shall be turned over to his personal representatives.

18.15 Should an employee, who has commenced his scheduled vacation, agree upon the request of the Company, to return to perform work during the vacation period, the employee shall be paid at the rate of one and one half (1½) times his basic straight time rate for all hours worked. To replace the originally scheduled days on which such work was performed the employees will receive one vacation lieu day off for which he had so worked.

ARTICLE 19 - RECOGNIZED HOLIDAYS

19.01 The following days are recognized as Holidays

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Dominion Day	one "floating" holiday to
Civic Holiday	-be taken by the employee
Heritage Day	at mutually agreed time

19.02 Pay for recognized holidays will be at the basic rate to each employee, or, he may elect to receive a lieu day off with pay after the holiday to be taken by mutual consent.

19.03 **An** employee who is required to work on a designated holiday shall receive in addition to the pay for the holiday, if he is qualified for this pay, one and one half (1½) times his regular basic rate of pay for the first seven and one (7%) hours of such work and two (2) times his basic rate for all time worked in excess of seven and one half (7½) hours and the right to elect an additional day off without pay to be taken by mutual consent after the recognized holiday.

19.04 **An** employee required to work on any recognized holiday will be guaranteed a minimum of three (3) hours at time and one-half.

19.05 When a recognized holiday falls on an employee's scheduled day off he shall be entitled to elect:

- a day's pay at the basic rate in lieu of the holiday, or
- an additional day off with pay in lieu of the holiday to be granted after the recognized holiday and taken by mutual consent.

19.06 An employee shall not be paid for any recognized holiday:

- a) **If** he does not work on such holiday when he has been scheduled to do so unless a reason satisfactory to the Company is provided.
- b) **If**, in the opinion of the Unit Manager he is absent without good cause on the scheduled working day immediately preceding or succeeding such recognized holiday.
- c) **If**, he is absent through certified illness and has not worked for at least one (1) day within a week of the recognized holiday.

19.07 The Holiday schedule shall provide, where possible, that every employee shall have at least Christmas Day or new Year's Day on an annual alternating basis.

19.08 The Company will endeavour to allot recognized holidays on an equitable basis.

ARTICLE 20 - BENEFITS

20.01 All employees covered by this Agreement:

- a) must join the insurance plans in effect
- b) are entitled to not less than the benefits of sick leave; and group insurance plans which were in effect on the date of signing this agreement.

20.02 Benefits

a) Group Insurance - The Company shall pay 100% of the monthly billed premiums for the following Group Insurance Plan:

- 1) Life Insurance - \$10,000
- 2) Accidental Death & Dismemberment (AD & D) - \$10,000
- 3) Major Medical - Single coverage: \$15.00 deductible/year
Family coverage: \$25.00 deductible/year

b) Dental Plan - The Company shall pay 75% of the billed premiums towards the coverage of a dental plan equivalent to Blue Cross #9, automatic update to the current O.D.A. Schedule of Fees. Eligible full-time employees shall pay the remaining 25% through payroll deductions.

c) Vision Care - The Company will pay 75% of the billed premiums towards the coverage for each eligible employee and the employee will pay the remaining 25% of the billed premium through payroll deductions. The plan shall provide a vision care allowance of a maximum of \$60.00 every 24 months.

Effective November 1, 1990 the plan shall provide a vision care allowance of a maximum of \$90.00 every 24 months.

d) Hearing Aid Allowance - The Company will pay 75% of the billed premium towards the coverage for each eligible employee and the employee will pay the remaining 25% of the billed premium through payroll deductions. The plan shall provide a hearing aid allowance of \$300.00 lifetime maximum per individual.

Effective November 1, 1990 the plan shall provide a hearing aid allowance of \$500.00 lifetime maximum per individual.

e) The Company will provide equivalent coverage to all employees who retire early and have not yet reached age 65 and who are in receipt of the Hospital's pension plan benefits on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The Company will contribute the same portion towards the billed premiums of these benefits plans as is currently contributed by the Hospital to the billed premiums of active employees.

f) any dispute which may arise concerning an employee's entitlement to any benefits referred to in Article 20.02, including LTD and may be subject to the grievance and arbitration under the provisions of this collective agreement.

- g) A copy of the current LTD plan text or, where applicable, the master policy of the current LTD equivalent, may be provided to the Union.

20.03 Eligible employees are entitled to the benefits of a pension plan not less than the benefits of the hospitals of Ontario Pension Plan which were in effect **as** at the date of ratification of the Collective Agreement dated December 15, 1969.

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

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

20.05 The Company shall cease all premium payments for Company paid or partially paid benefits the first day of the month following the date an employee was first absent from work due to illness, accident, death, lay-off, or leave of absence **unless** otherwise specifically provided for herein.

20.06 Premium Reduction - In the event that any fully paid Company premiums for benefits covered under this Collective Agreement are subsequently reduced and/or eliminated for any reasons, such premium reduction and/or elimination shall be the sole property of the Company. The premium reduction and/or elimination shall not be the result of a decrease in the level of benefit coverage.

20.07 No Pyramiding - The provisions of this agreement shall not be interpreted in such a manner **as** to allow any duplication or pyramiding of premiums or benefits provided for under this agreement.

20.08 Benefit Continuation W.C.B. - The Company shall continue to pay its share of the premium payments towards Company paid or partially paid benefits for a period of eighteen (18) months for eligible employees absent from work due to disability which results in W.C.B. benefits.

ARTICLE 21 - SICK LEAVE PLAN

Sick Leave

21.01 Effective January 1, 1988, ~~the~~ Company will provide the employees with a Sick leave program to cover the employee from non-occupational accident or illness. This plan **is** described in Schedule "B".

21.02 Effective January 1, 1988, the employees will cease accruing sick days towards their Accumulated Sick Day Bank.

21.03 The Sick Day will be frozen. Those remaining days in the bank will be used to top up the Weekly Indemnity Benefits that are less than 100% of earnings or to top up Workers' Compensation Benefits.

21.04 **An** employee shall also be allowed to use their remaining accumulated sick leave credits for the purpose of attending a physician or a dentist. The employee will give the Company at least two (2) days notice of a routine appointment except in the case of emergency. These days shall be deducted from the Sick Day Bank.

- 21.05 Employees shall have vesting rights in their Sick Leave Credits in accordance with the following schedule:
After five (5) years continuous service, 50% of the remaining Sick Leave **Bank** will be paid at the employee's current hourly rate, upon termination for any reason.
- 21.06 The Company reserves the rights in specific instances to require proof of illness or accident. Employees *so* required will be given notice to furnish proof.
- 21.07 The Union will co-operate with the management to ensure there **is no** abuse of the Sick Leave Plan by the employees.
- 21.08 If an employee becomes ill during his vacation to the extent that, had he been at work, he would have been incapacitated for the job, his vacation will be terminated and he will be granted sick benefits **as** prescribed in this article. In order to claim this benefit, the employee must be incapacitated for a minimum of seven (7) continuous days and must produce a medical certificate, **signed** by a duly qualified medical practitioner, certifying that he was unable to perform his duties due to personal illness.
- 21.09 During March in each year, the Company will *post* a notice which will show the number of **unused** sick **days** remaining in the Bank, referred to in 21.03, to each employee's **credit**. In addition the **Company** will make this information available upon request.
- 21.10 Terms and conditions of all benefit plans are subject to the terms **and** conditions of the contract with the insurance carrier.

TICLE 22 - STANDARD HOURS OF WORK

- 22.01 Schedules of working hours will be posted at least fourteen (14) calendar days in advance of the week in which they apply. Shift scheduling shall be on a fair and equitable basis.
- 22.02 The standard hours of work shall be seven and one half (7½) hours in a day with a maximum of six (6) consecutive days of work scheduled.
- 22.03 The hours of work are stated solely for the purpose of crediting overtime and shall not be construed **as** the guarantee of any minimum or **as** a restriction of any maximum number of hours to be worked.
- 22.04 The **shift** schedule once posted, shall not be changed without the knowledge of the employee.
- 22.05 Days off shall be planned in such a way **as** to equally distribute **free** weekends. In **no instance** will **an** employee be scheduled to work more than six (6) consecutive **days** without **receiving his** days off, except in cases of **emergency**.
- 22.06 Should an employee be called back to duty or called in from stand-by, he **shall** be provided with transportation by taxi from and to his home at the Company's expense. In lieu of payment for **a** taxi, the Company will pay car mileage at the rate established for employees of the Company to **a** maximum mileage of twenty (20) miles.
- 22.07 A minimum of twelve (12) consecutive hours off shall be scheduled between **shifts**. If, however, **an** employee is required to report to a second **shift**, less than twelve hours after finishing the first shift, the employee shall be paid time and one half (1½) **his** basic hourly rate for the period worked before the twelve (12) hours allowed for the shift change. In the event **an** employee is short shifted and **is** required to report on a paid holiday **as** defined in Section 19.01, he shall be paid double time and one half (2½) for the period

worked before the twelve hours allowed for the shift change.

22.08 A request by an employee for a change of scheduled working hours must be submitted in writing and co-signed by the employee willing to make the exchange. Such exchange is subject to the approval of the Company and shall not in any event result in additional cost to the Company.

22.09 The lunch periods **shall** be uninterrupted except for emergency situations.

ARTICLE 23 - OVERTIME

23.01 Overtime means authorized hours worked:

- a) on his regularly scheduled day off, or
- b) at hours other than he has been scheduled to work **as** detailed in Article 22.01.
- c) in excess **of** the scheduled hours **of** work appropriate to his job classification as outlined **in** Article 22.02.
 - per **day**, or
 - over the maximum hours of work stated in Article 22.02.

23.02 No employee will be laid off **during** his regular schedule of working hours for the obvious purpose **of** preventing him earning overtime pay.

3 An employee will be paid overtime at one **and** one-half times his basic rate for all hours worked **as** defined in Article 23.01.

23.04 Credited overtime will be paid concurrent with the regular work performed during the pay period.

23.05 An employee who is required to work two (2) or more hours in excess of his scheduled shift will be given a requisition for a ~~meal~~ in the Company cafeteria. The requisition may be used only on the day the overtime is worked, and the value of the meal taken may not exceed \$1.50. **If** a meal is not available at the Company cafeteria, **the** employee will receive \$1.50 additional pay in lieu thereof. Employees will be allowed up to thirty (30) minutes' absence from duty, without pay, to obtain a meal.

23.06 Overtime work shall be equally distributed as far **as** reasonably possible among available employees who are qualified and able to perform the work.

23.07 Time off in Lieu of Overtime -

Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Time off in lieu may be taken on a mutually agreed **upon** basis between the employee and the Company, such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Employer shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

ARTICLE 24 - CALL BACK

- 24.01 Employees called back to work during their normal non-scheduled hours will be paid a guaranteed **minimum** of three (3) hours at time and one half (1½) **during** such call-back, or shall be paid at the rate time and one half (1½) for all hours worked, whichever is the greater.

ARTICLE 25 - SALARY PLAN

- 25.01 Pay and hours of work are shown in Schedule "A" and Article 22.02.
- 25.02 Progressive **annual** increases **as** shown in Schedule "A" will become effective on the first day of the work week, in the first pay period following nearest to his anniversary date.
- 25.03 When an employee **is** promoted he shall receive an increase in salary the equivalent of at least one step in the salary range of the previous classification provided that it **does** not exceed the salary range of the classification to which he has **been** promoted.
- 25.04
- a) Rates of pay for new classifications or classifications where there has **been** a substantial change in the content thereof which may be established **during** the term **of** this Agreement shall be subject to discussion **between** the **Union** and representatives of Management **within** fifteen (15) calendar days of the position being posted, filled or **Union** being advised.
 - b) Any change mutually agreed to resulting from such a meeting shall be retroactive to **the** date that notice of the new rate was given by the Company.
 - c) If the parties are unable to agree, the dispute **concerning** the new rate may be submitted to arbitration **as** provided in the Agreement **within** fifteen (15) **days** of such meeting. The decision of the Board of Arbitration (or Arbitrator **as** the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded **as** a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Company.

- d) Notwithstanding the foregoing, if as a result of compensable illness or injury covered by W.C.B. **an** employee is unable to carry out the regular functions of her position, the employer may, subject to its operational requirements, establish a **special** classification **and** salary in an endeavour to provide the employee with an opportunity of continued employment. **This** provision shall not be construed **as** a guarantee that such special classifications(s) will **be** made available or continued.

ARTICLE 26 - REST PERIODS

- 26.01 Employees shall be entitled to a rest **period** of 15 minutes in each half of the full standard daily hours of work, Employees working less than the full standard daily hours of work shall be entitled to one rest period of 15 minutes.
- 26.02 It is agreed that the present practice with respect to the afternoon rest period for the early **shift** employees **shall** continue.



ARTICLE 27 - RETIREMENT

- 27.01 The normal retirement date of any employee shall be the normal retirement date **as** defined in the Retirement Plan for Versa Services Ltd. employees in the Joseph Brant Memorial Hospital.
- 27.02 Under special circumstances, and by mutual agreement between the employee and the Company an employee may be continued in his employment after his normal retirement date; such agreements will be in writing and will be for renewable periods not to exceed twelve **(12)**months.

ARTICLE 28 - SHIFT PREMIUM

- 28.01 Employees shall be entitled to a shift premium of **45¢** per hour for all hours worked where the majority **of** hours scheduled fall between **3:00 pm** and **7:00 am**. The same **45¢** per hour will be paid **as** weekend premium for all hours worked between **2400** hours Friday and **2400** hours Sunday.

ARTICLE 29 - TERMINATION OF EMPLOYMENT

- 29.01 Two (2) weeks written notice **of** intention to terminate employment must be given by the initiating party, provided that the Company may, in lieu of notice, pay to the employee all outstanding wages and an amount equivalent to the salary which would accrue during the period of notice, subject to the requirements **of** the Employment Standards Act. This provision applies only to employees who have successfully completed their probationary period.

ARTICLE 30 - VALIDITY

- 30.01 Where any provisions of this Agreement or any practice thereunder is at any time contrary to law, **this** agreement is not to be deemed to be abrogated but is to be deemed to be amended so **as** to make the provisions of this Agreement conform to the law.

ARTICLE 31 - COPIES OF COLLECTIVE AGREEMENT

- 31.01 The Company agrees to supply each employee with a copy of this Collective Agreement.

ARTICLE 32 - GENERAL

- 32.01 Wages are to be paid bi-weekly, being every second Thursday, except when interfered with by the occurrence of a recognized holiday. Employees will be paid during working hours.
- 32.02 All deductions from an employee's pay shall be clearly defined **as** to the amount and the purpose therefore on the employee's **pay stub**.
- 32.03 Protective Footwear - The Company will provide \$35.00 per calendar year toward the purchase of Company approved footwear to each employee who is required to regularly work in the storeroom.
- 32.04 Health and Safety - As per the Occupational health & Safety Act, the Health & Safety Committee will reflect a representative of the Bargaining Unit **as** one of the constituent members of such committee.
- 32.05 Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing **any** evaluations or for formal disciplinary notations contained therein, in the presence of the Unit Manager or designate. An employee **has** the right to request copies of any evaluations **in** this file.



36 Technological Change - Where new or greater skills are required than already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's age and previous educational background, during which they may perfect or acquire the skills necessitated by the new method of operation. The employer will assume the cost of tuition and travel. There shall be no reduction in wage or salary rates during the training period of any such employee. Training shall be given during the hours of work whenever possible and may extend for up to six (6) months.

ARTICLE 33 - BULLETIN BOARDS

- 33.01 The Company will provide bulletin boards for the **Union** in agreed **upon** locations.
- 33.02 No notices may be posted upon Company notice boards or property either by the Union or by the employees in the bargaining unit without the prior approval of the Company. The Company will not unjustly deny official Union notices being posted on said bulletin boards.

ARTICLE 34 - DURATION OF AGREEMENT

- 34.01 It is agreed and understood that should the Company's contract with the client be terminated for any reasons, then, concurrent with such termination date all rights and benefits enjoyed and provided for under **this** collective agreement shall automatically cease subject to the terms and conditions of the Sick Leave and Vacation provisions of this agreement.
- 34.02 This agreement shall remain in force and in effect inclusive **from September 29, 1991 until September 28, 1993**, and from year to year thereafter unless either party notifies the other in writing within three (3) months next preceding the expiry date of the agreement of its desire to bargain with a view to the renewal, with or without modifications, of this agreement for the making of a new agreement.

DULY EXECUTED BY THE PARTIES HERETO AT Burlington, Ontario

this aND day of March, 1993.

SIGNED FOR THE UNION

[Signature]
J. Helmers
J. Martin

SIGNED FOR THE COMPANY

[Signature]
C. Melling
Judith A. Martin

LETTER OF UNDERSTANDING

#1

BETWEEN: VERSA SERVICES (Food Management Services) at
Joseph Brant Memorial Hospital hereinafter
referred to as "The Company"

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 1065 hereinafter referred to as "the Union"

"For the duration of the current Collective Agreement the Company will continue its current practice concerning the scheduling of weekend work."

DATED AT Toronto THIS 2ND DAY OF March, 1993.

FOR THE UNION

[Signature]
J. Heimers
J. Martin

FOR THE COMPANY

Kim Ellis
C. Melling
Judith A. Martin

LETTER OF UNDERSTANDING

#2

BETWEEN: VERSA SERVICES (Food Management Services) at
Joseph Brant Memorial **Hospital** hereinafter
referred to as "The Company"


AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 1065 hereinafter referred to as "the Union"

Expansion of the Use of Volunteers

The Company shall comply with the agreement reached between the Joseph **Brant** Memorial Hospital **and** C.U.P.E., Local 1065 with **respect** to the expansion **of** the use of volunteers.

DATED AT Toronto THIS 2ND DAY OF March, 1993

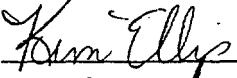
FOR THE UNION



J. Helmers

J. Martin

FOR THE COMPANY



C. Melling
Judith A. Martin

LETTER OF UNDERSTANDING

#3

BETWEEN: **VERSA SERVICES (Food Management Services) at
Joseph Brant Memorial Hospital hereinafter
referred to as "The Company"**

AND: **THE CANADIAN UNION OF PUBLIC EMPLOYEES ,
Local 1065 hereinafter referred to as "the Union"**

Pay Equity

This Letter of Understanding will confirm that Versa Services Ltd. will comply with Pay Equity legislation introduced by the Ontario Legislation.

DATED AT Toronto THIS 22nd DAY OF March, 1993.

FOR THE UNION

[Signature]
J. Helmers
J. Martin

FOR THE COMPANY

Korn Ellis
C. Melling
Judith A. Mactier

LETTER OF UNDERSTANDING

#4


BETWEEN: VERSA **SERVICES** (Food Management Services) at
Joseph Brant Memorial Hospital hereinafter
referred to as "The Company"

AND: THE **CANADIAN** UNION OF PUBLIC EMPLOYEES,
Local 1065 hereinafter referred to as "the Union"

This letter will confirm that Mary Omiotek, ~~Garry Gee~~ and Barry Prendergast will be eligible for up to 100% vesting of any Accumulated Sick Bank Days remaining at time of termination. This will be calculated on the 1985 Collective Agreement Sick ~~Bank Vesting~~ Provision between Versa Services at Joseph Brant Memorial Hospital and C.U.P.E., **Local 1065**.

DATED AT Toronto THIS 2ND DAY OF March, 1993.

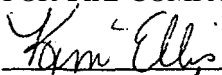
FOR THE UNION



J. Helmers

J. Martin

FOR THE COMPANY



C. Melling

Judith A. Martin

LETTER OF UNDERSTANDING

#5

BETWEEN: **VERSA SERVICES** (Food Management Services) at
Joseph Brant Memorial Hospital hereinafter
referred to as "The Company"

AND: **THE CANADIAN UNION OF PUBLIC EMPLOYEES,**
Local 1065 hereinafter referred to as "the Union"

In the event of a proposed layoff, in the bargaining unit of the dietary department, of a permanent or long term nature, the Company and the Union agree to meet and exchange all relevant information and discuss all alternatives to such layoff. These discussions may include establishment of a redeployment committee.

DATED AT Toronto THIS 2nd DAY OF March, 1997.

FOR THE UNION

[Signature]
J. Hebert
J. Martin

FOR THE COMPANY

Kami Ellis
C. Helling
Judith A. Martin

SCHEDULE "A"

Effective September 29, 1991

<u>Classification</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Dietary Aide	\$13.31	\$13.48	\$13.65
Special Diet Help	\$13.34	\$13.51	\$13.69
Cashier	\$13.34	\$13.51	\$13.69
Dietary Porters	\$13.87	\$14.04	\$14.20
Cook's Assistant	\$14.11	\$14.28	\$14.47
Cook's Assistant(Special Diet)	\$14.42	\$14.56	\$14.77
Cook I	\$14.87	\$15.03	\$15.22
Cook II	\$15.03	\$15.19	\$15.40
Baker	\$15.19	\$15.37	\$15.78
Person	\$14.30	\$14.47	\$14.68

Effective January 1, 1992

<u>Classification</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Dietary Aide	\$13.62	\$13.79	\$13.96
Special Diet Help	\$13.65	\$13.82	\$14.00
Cashier	\$13.65	\$13.82	\$14.00
Cook's Assistant	\$14.21	\$14.38	\$14.57

Effective September 29, 1992

<u>Classification</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Dietary Aide	\$13.89	\$14.07	\$14.23
Special Diet Help	\$13.93	\$14.10	\$14.28
Cashier	\$13.93	\$14.10	\$14.28
Dietary Porters	\$14.15	\$14.32	\$14.48
Cook's Assistant	\$14.49	\$14.67	\$14.86
Cook's Assistant(Special Diet)	\$14.71	\$14.85	\$15.07
	\$15.17	\$15.33	\$15.52
	\$15.33	\$15.49	\$15.71
Baker	\$15.49	\$15.68	\$16.09
Store Person	\$14.59	\$14.76	\$14.97

Effective January 1, 1993

<u>Classification</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
Dietary Aide	\$14.15	\$14.32	\$14.48
Special Diet Help	\$14.15	\$14.32	\$14.48
Cashier	\$14.15	\$14.32	\$14.48
Cook's Assistant	\$14.60	\$14.77	\$14.97

Retroactivity

Retroactive payment to individuals relating to the foregoing general wage increases shall be paid within **60** days from the effective date of ratification **and** shall be based on all hours paid from September **29, 1991**, for both full **and** part time employees **and** in the case of the latter group shall include the appropriate re-calculated amount tied to the applicable percentage in lieu of benefits payment.

Retroactive payment of wages shall be by separate cheque where the existing payroll system permits. Where the existing payroll

SCHEDULE "B"

WAGE CONTINUATION PLAN

After 3 months continuous service all regular full time employees shall be entitled to a sick leave plan made up of a Weekly Indemnity and a Long Term Disability. This plan shall be integrated with the Unemployment Insurance Sick Leave Plans and will comply with the terms and conditions as set out by the U.I.C.

Weekly Indemnity

This plan provides for benefits of a percentage of the employee's regular earnings, up to the U.I. maximum, from the first day of non-occupational accident or illness for a period of up to fifteen (15) weeks if necessary.

After 3 months	-	60% of earnings
After 1 year	-	70% of earnings
After 2 years	-	80% of earnings
After 3 years	-	90% of earnings
After 4 years	-	100% of earnings

Current employees already employed over 3 months will have waived the normal 3 month waiting period, and will start on the effective date at 66%.

The Weekly Indemnity Benefit will be fully Company paid.

Long Term Disability

The Company will offer a Long Term Disability program, providing 66% of normal earnings to a maximum of \$2,500 per month, commencing the 31st week of disability. The Company will pay 75% of the premiums for this benefit, the employees to pay the remaining 25% through payroll deductions.